



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, August 27, 2019
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Pauline Brooks McGuinness (Representing the Baha'i Faith)**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a El Mar Greenway Presentation
[CoverPage - El Mar Greenway.pdf](#)
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a AMR July 2019 Report
[7a CoverPage.pdf](#)
[AMR LBTS Times 7-19.pdf](#)
 - 7.b BSO July 2019 Report
[7b CoverPage.pdf](#)
[TM Report- July 2019.pdf](#)
 - 7.c VFD July 2019 Report
[7c Coverpage.pdf](#)
[FD July 2019 Activity Report.pdf](#)
8. **TOWN MANAGER REPORT**
 - 8.a Town Manager's Report
[CoverPage - Town Manger Report.pdf](#)
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a Approval of Minutes
[CoverPage.pdf](#)
[070919 LBTS Commission 1st draft minutes.pdf](#)
[071119 LBTS Commission Special Meeting 1st draft minutes.pdf](#)

11. CONSENT AGENDA

- 11.a Tree Trimming Services Contract
[CoverPage.pdf](#)
- 11.b Authorize Negotiations for Interlocal Agreement with the City of Pompano Beach for Hurricane/Disaster Debris Removal and Disposal
[Cover Page.pdf](#)
[LBTA ILA Final 2019-1152.pdf](#)
- 11.c VFD Budget Transfer
[CoverPage.pdf](#)
[Quote.pdf](#)
- 11.d Contingency Fund Request to Upgrade IT Infrastructure and Town Hall Window Tinting
[CoverPage.pdf](#)
[Exhibit 1.pdf](#)
[Exhibit 2.pdf](#)

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a Guaranteed Maximum Price (GMP) for Fire Station #12 Site improvements
[CoverPage.pdf](#)
[EX 1-Fire Station GMP.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a Ordinance 2019-05 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS CONCERNING CHAIN LINK FENCES AND DELETE ZERO LOT LINE REGULATIONS CONCERNING MAXIMUM RESIDENTIAL PRIVACY FENCE AND WALL HEIGHT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE
[CoverPage.pdf](#)
[Exhibit 1- Ordinance 2019-05 Chain Link Ordinance-3FI7155.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a Resolution 2019-23 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE

BUILDING PERMIT AND INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Ex-1 Reso 2019-23 Building Permit Fees - Engineering.pdf](#)

- 17.b** Resolution 2019-24 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE TOWN PURCHASING MANUAL; APPROVING THE EMERGENCY PURCHASE OF AN AGREEMENT WITH COMCAST BUSINESS FOR BUSINESS VOICEEDGE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Ex1 Reso 2019-24 - comcast agmt.pdf](#)

[Ex2 Lauderdale by the Sea BVE SOA 082119kwe.pdf](#)

[Ex3 Comparisson of telephone system vendors Final.pdf](#)

- 17.c** Resolution 2019-25 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A., FOR TOWN ENGINEER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Town Engineer Reso 2019-25- final.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: PRESENTATIONS

Subject Title:

El Mar Greenway Presentation

Explanation:

Nisar M. Khan, Senior Associate and Claude Auguste, Transportation Engineer of Erdman Anthony will give a presentation regarding the El Mar Greenway.

Recommendation:

N/A

Attachments:



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR July 2019 Report

Explanation:

AMR July 2019 Report

Recommendation:

Accept / Approve

Attachments:

[AMR LBTS Times 7-19.pdf](#)

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
7/26/2019	4500 BLK N Ocean Dr	16:18:48	16:18:53	16:18:53	00:00:05
7/21/2019	4500 BLK N Ocean Dr	17:43:24	17:43:34	17:43:36	00:00:12
7/28/2019	4500 BLK N Ocean Dr	22:10:02	22:10:02	22:10:50	00:00:48
7/26/2019	4300 BLK N Ocean Dr	08:13:32	08:13:38	08:14:40	00:01:08
7/20/2019	4400 BLK El Mar Dr	08:25:49	08:27:07	08:27:07	00:01:18
7/12/2019	4400 BLK El Mar Dr	08:17:29	08:18:47	08:18:49	00:01:20
7/29/2019	4300 BLK N Ocean Dr	14:18:08	14:18:18	14:19:32	00:01:24
7/5/2019	4500 BLK Bougainvilla Dr	10:54:34	10:55:42	10:56:05	00:01:31
7/9/2019	200 BLK Miramar Ave	14:00:48	14:00:56	14:02:26	00:01:38
7/29/2019	4400 BLK N Ocean Dr	16:02:35	16:02:45	16:04:13	00:01:38
7/4/2019	4500 BLK El Mar Dr	13:47:35	13:47:52	13:49:14	00:01:39
7/4/2019	Commercial Blvd/ El Mar Dr	11:04:09	11:04:13	11:05:49	00:01:40
7/9/2019	4100 BLK Sea Grape Dr	10:13:32	10:15:13	10:15:23	00:01:51
7/12/2019	100 BLK Commercial Blvd	20:08:09	20:08:21	20:10:03	00:01:54
7/22/2019	2100 BLK S Ocean Blvd	23:22:03	23:22:30	23:24:03	00:02:00
7/14/2019	4100 BLK El Mar Dr	10:37:30	10:37:42	10:39:31	00:02:01
7/27/2019	4900 BLK N Ocean Blvd	18:10:30	18:10:35	18:12:32	00:02:02
7/1/2019	100 BLK Commercial Blvd	15:52:43	15:52:52	15:54:46	00:02:03
7/14/2019	1800 BLK S Ocean Blvd	09:26:47	09:26:54	09:28:50	00:02:03
7/16/2019	3900 BLK N Ocean Dr	08:09:19	08:10:25	08:11:28	00:02:09
7/30/2019	4100 BLK El Mar Dr	11:11:04	11:11:26	11:13:16	00:02:12
7/13/2019	4400 BLK El Mar Dr	11:03:03	11:03:45	11:05:16	00:02:13
7/16/2019	1400 BLK S Ocean Blvd	10:31:12	10:31:26	10:33:25	00:02:13
7/29/2019	1800 BLK S Ocean Blvd	08:45:58	08:47:38	08:48:16	00:02:18
7/22/2019	3900 BLK N Ocean Dr	20:06:03	20:07:00	20:08:28	00:02:25
7/25/2019	200 BLK Hibiscus Ave	13:44:17	13:44:26	13:46:43	00:02:26
7/29/2019	4300 BLK N Ocean Dr	14:40:44	14:43:08	14:43:11	00:02:27
7/30/2019	4400 BLK E Tradewinds Ave	16:20:51	16:21:23	16:23:24	00:02:33
7/27/2019	4400 BLK El Mar Dr	19:05:58	19:08:34	19:08:34	00:02:36
7/16/2019	Commercial Blvd/N Ocean	17:05:38	17:07:57	17:08:18	00:02:40
7/31/2019	4500 BLK El Mar Dr	22:25:33	22:25:44	22:28:17	00:02:44
7/13/2019	4220 BLK El Mar Dr	11:38:34	11:38:53	11:41:21	00:02:47
7/21/2019	4100 BLK N Ocean Dr	11:30:23	11:30:37	11:33:10	00:02:47
7/26/2019	4400 BLK El Mar Dr	22:59:13	22:59:17	23:02:01	00:02:48
7/16/2019	4900 N Ocean Blvd	00:33:36	00:34:09	00:36:30	00:02:54
7/23/2019	2000 BLK S Ocean Blvd	12:54:20	12:54:28	12:57:23	00:03:03
7/14/2019	4100 BLK Bougainvilla Dr	20:15:33	20:15:52	20:18:37	00:03:04
7/22/2019	5000 BLK N Ocean Blvd	07:35:58	07:39:04	07:39:07	00:03:09
7/25/2019	5200 BLK N Ocean Dr	05:19:35	05:19:55	05:22:46	00:03:11
7/18/2019	4900 BLK N Ocean Blvd	16:00:26	16:02:37	16:03:38	00:03:12
7/10/2019	4300 BLK N Ocean Blvd	00:11:03	00:14:22	00:14:24	00:03:21
7/14/2019	4000 BLK N Ocean Dr	13:32:19	13:32:31	13:35:42	00:03:23
7/31/2019	1600 BLK S Ocean Blvd	13:20:05	13:20:19	13:23:31	00:03:26
7/22/2019	200 BLK Imperial Ln	18:04:01	18:04:16	18:07:28	00:03:27
7/7/2019	4100 BLK Bougainvilla Dr	05:19:25	05:19:59	05:22:56	00:03:31
7/7/2019	Datura Ave/El Mar Dr	12:42:30	12:45:01	12:46:03	00:03:33
7/2/2019	4500 BLK Bougainvilla Dr	03:17:52	03:18:41	03:21:27	00:03:35

7/10/2019	4300 BLK Ocean Blvd	00:02:55	00:04:49	00:06:34	00:03:39
7/30/2019	200 BLK Neptune Ave	10:36:25	10:36:50	10:40:04	00:03:39
7/23/2019	4300 BLK N Ocean Dr	20:32:32	20:32:39	20:36:15	00:03:43
7/2/2019	4000 BLK N Ocean Dr	19:12:35	19:12:48	19:16:19	00:03:44
7/4/2019	4500 BLK El Mar Dr	15:33:21	15:37:05	15:37:06	00:03:45
7/9/2019	1700 BLK S Ocean Blvd	19:52:27	19:53:21	19:56:12	00:03:45
7/14/2019	1400 BLK S Ocean Blvd	02:58:42	02:59:48	03:02:35	00:03:53
7/25/2019	5200 N Ocean Blvd	23:20:09	23:21:09	23:24:02	00:03:53
7/30/2019	4600 BLK W Tradewinds Ave	18:55:28	18:58:06	18:59:25	00:03:57
7/12/2019	4100 BLK El Mar Dr	15:45:07	15:49:17	15:49:18	00:04:11
7/15/2019	200 BLK Lake Ct	01:51:16	01:51:25	01:55:29	00:04:13
7/21/2019	4900 BLK N Ocean Dr	12:31:13	12:32:00	12:35:26	00:04:13
7/15/2019	2000 BLK N Ocean Blvd	03:48:08	03:48:14	03:52:24	00:04:16
7/28/2019	1700 BLK S Ocean Blvd	18:48:26	18:48:43	18:52:44	00:04:18
7/3/2019	4100 BLK Sea Grape Dr	08:01:20	08:05:49	08:05:51	00:04:31
7/26/2019	1700 BLK S Ocean Blvd	01:24:08	01:24:20	01:28:58	00:04:50
7/19/2019	1400 BLK S Ocean Blvd	18:44:06	18:44:22	18:48:59	00:04:53
7/30/2019	1700 BLK S Ocean Blvd	03:58:57	04:00:16	04:03:55	00:04:58
7/4/2019	200 BLK Imperial Ln	00:23:46	00:26:53	00:28:57	00:05:11
7/7/2019	1600 BLK S Ocean Blvd	19:27:46	19:28:13	19:33:32	00:05:46
7/10/2019	1900 BLK E Terra Mar Dr	22:12:53	22:13:03	22:18:48	00:05:55
7/31/2019	4000 BLK N Ocean Dr	03:44:46	03:48:10	03:51:24	00:06:38
6 Min or less = 99%				Average =	00:02:59



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO July 2019 Report

Explanation:

BSO 2019 July Report

Recommendation:

Accept/Approve

Attachments:

BSO July 2019 report



Date: August 7, 2019

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

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

Subject: Monthly Report to Commission – July 2019

PERSONNEL CHANGES: N/A

EMPLOYEE OF THE MONTH: Deputies Michael Kratz and Ben Koos

On July 26, 2019, at the Lauderdale by the Sea Public Safety Building, Deputies heard a man yelling for help in the parking lot. Deputies Michael Kratz and Ben Koos responded and was approached by the victim's father who stated that his 22 year old son had possibly overdosed from consuming an unknown narcotic. Deputies observed the young man seated in the front passenger seat and found him blue, and unresponsive. Deputies immediately administered their issued Narcan nasal dose to the victim and began CPR. Moments later AMR exited the complex and administered intravenous Narcan and the man's vital signs were returned to normal. Through investigation it was determined that the victim had overdosed on heroine and the victim's father panicked and instead of calling 911 drove him to the Public Safety Building where first responders happened to be readily available.

Deputies Kratz and Koos displayed tremendous poise and professionalism and there is no doubt that without the immediate intervention from these two deputies and the AMR team the 22 year old victim would have likely perished. Due to their hard work, tenacity and dedication to keeping the residents, and visitors safe in the Town of the Lauderdale by the Sea and beyond, Deputies Michael Kratz and Ben Koos were awarded Deputy of the Month honors for July 2019.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are no individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 17 ½ hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 33 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. Thirteen (13) individuals experiencing homelessness were contacted during the month. Two (2) of the individuals accepted services offered by deputies.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Independence Day Celebration: On Thursday, July 4th the Town hosted their annual, day-long celebration. The parade travelled throughout the town with local businesses, town commissioners, Volunteer Fire Department, AMR, BSO Motor Unit, and specialty vehicles and a fly over from the BSO Helicopter as participants. The fireworks were held on the beach and were a great success. Off duty detail deputies were assigned to event security. The BSO

Regional Traffic Unit provided six (6) Motor Deputies for traffic control. Assistance was also provided by several LBTS COP volunteers, BSO Posse members, and deputies detached from other BSO jurisdictions at no cost to the town. Captain Palmer and Lieutenant Wesolowski attended the all day events. There were no reported crimes or notable incidents.

Bug Fest: Various events for the Town's annual BugFest were held beginning Wednesday, July 24th and concluding Saturday, July 27th at the Diveheart Concert in Anglin's Square. On duty, and special detail deputies were assigned to monitor the events and provide assistance if needed. Captain Palmer and Lieutenant Wesolowski attended the events. There were no reported crimes or notable incidents during the events.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-1907-000332

DATE/TIME: 07/13/19 @ 1300-1320 hrs

LOCATION: 4200 N Ocean Dr

SUSPECT(S): Unknown

INCIDENT: Burglary Conveyance

SUMMARY: The victim parked her vehicle on the north side of Hibiscus just east of N Ocean in a metered parking space. She walked to a store to get change and when she returned less than 20 minutes later, she found the front passenger window smashed out. **The victim had left her purse, wallet, and beach bag in plain view on the vehicle seat.** She then found her purse, wallet and beach bag missing. Vehicle processed for latent fingerprints and blood evidence, due to suspect being injured by broken glass. Investigation is ongoing.

CASE: 13-1906-000329

DATE/TIME: 07/20/19 @ 1548 hrs

LOCATION: 4601 El Mar Drive

ARRESTEE: W/M Tyler Allen 7/01/95

INCIDENT: Auto Theft (Amazon Cargo Van)

SUMMARY: Amazon driver, parked her white unmarked 2019 Dodge Sprinter 2500 delivery van in front of the Coral Key Inn and went inside to drop off a package. The driver left the vehicle unlocked, with the engine running and her purse and cellular phone inside. The suspect fled southbound on EL Mar Dr. Coral Key Inn cameras 'glitched' during the theft and captured the van approaching and leaving, but no images of the suspect. The LPR system captured the vehicle s/b on N Ocean Dr as it exited the town past Flamingo Av. The victim's cell phone was located in a vacant residential lot adjacent to 3031 NE 13th Av, Oakland Park. The stolen van containing 190 Amazon packages was recovered in Fort Lauderdale Police Department on Seabreeze Boulevard and suspect Allen was operating the stolen vehicle. The suspect has a criminal history involving auto theft and provided numerous false statements about the whereabouts of the missing packages. Investigation is ongoing.

CASE: 13-1907-000539

DATE/TIME: 07/22/2019 @ approximately 1310 hours (reported the following day)

LOCATION: 1440 South Ocean Blvd, LBS (Corniche)

VICTIM: Roland's Plumbing & Gas

INCIDENT: Burglary Conveyance

SUMMARY: Sometime on Monday 07/22/2019 between approximately 1045 hours and approximately 1345 hours, unknown subject(s) burglarized plumbing van. The subject(s) gained entry through the unlocked rear cargo door. The subject(s) removed numerous items for a total loss of approximately \$2900.00. Detectives utilized the towns ALPR system in conjunction with area surveillance and discovered that the suspect vehicle was a rental truck. Investigation is ongoing.

CASE: 13-1907-000671

DATE/TIME: 07/29/19 @ 2036 hours

LOCATION: 106 Commercial Blvd (Vinnie's)

ARRESTEE: W/F Susan R Lerch 07/11/58

INCIDENT: Petit Theft

SUMMARY: The victim's wallet was found in the men's bathroom trash can by the manager of Vinnie's restaurant. The manager retrieved a women's wallet from the trash and saw Susan Lerch walking away. The manager found identification in the wallet belonging to the reporter, located her at the bar and returned her wallet. The reporter had no cash in the wallet and no items appeared to be disturbed or missing. Det. Mursell reviewed the security video from Vincent's which revealed suspect Susan Lerch entering the women's bathroom with the victim's wallet in hand. Moments later, Lerch is observed entering the men's bathroom and placing the victim's wallet in the trash. The suspect provided a post-Miranda recorded interview in which she initially claimed she found the wallet outside of the restaurant. Lech later admitted she searched though the wallet for cash, and made no effort to return it to the owner or the management. Lerch confirmed she threw the wallet in the trash without taking any of the credit cards or ID. The suspect was arrested and released on a Notice to Appear (NTA).

MONTHLY ARREST LOG:

Battery-Victim 65 yoa or Older	M	4301	N Ocean Dr
Probation Violation-Felony	M	4552	Bougainvilla Dr
Domestic Violence-Felony	M	4228	N Ocean Dr
Trespassing	M	4345	El Mar Dr
Disorderly Intoxication	M	1	Commercial Blvd
Grand Theft	M	4512	Bougainvilla Dr
DUI-2nd Offense	M	2	Commercial Blvd
Misuse of 911 System	M	2	Datura Ave
Domestic Violence-Felony	M	1481	S Ocean Blvd
Driving While License Suspended/Revoked	M	4353	N Ocean Dr
Warrant-DUI	M	209	Pine Ave
Domestic Violence-Misdemeanor	M	112	Commercial Blvd
Driving While License Suspended-3rd Offense (Fel)	M	265	Commercial Blvd
Domestic Violence-Misdemeanor	M	4400	El Mar Dr
Battery-Misdemeanor	F	4350	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2018 YTD	2019 YTD
AUTO THEFT	1	1	4	4
BURGLARY-BUSINESS	0	0	1	0
BURGLARY-CONVEYANCE	2	1	13	9
BURGLARY-RESIDENCE	1	0	11	3
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	7	1
THEFT-GRAND	1	1	12	12
THEFT-PETIT	3	4	19	32
TOTALS	8	7	67	63

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	112
COP Patrol Miles - Month	80
COP Hours Worked - YTD	1358
COP Patrol Miles - YTD	2306

COP Bike Patrol Hours - Month	5
COP Bike Patrol Hours - YTD	23

COP Beach Patrol Hours – Month	35
COP Beach Patrol Hours - YTD	225.5

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

	Month	2019 YTD
Reserve Deputy - Days Worked	4	13
Reserve Deputy - Hours Worked	35	116

MONTHLY STAFFING AND STATISTICAL REPORT:

The JULY 2019 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity July 2019

Reports/Calls	
Miscellaneous Service	
Event Reports	48
Accidents	15
Calls for Service	712

Traffic	
Types of Citation	
Non-Moving / Moving Citation	63
Parking	0
Warnings	137
Total Citations	200

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	1
NTA	0
Capias/Warrant	2
Traffic	1
NIC (felony)	0
DV Misdemeanor	0
DV Felony	0
Municipal Ordinance	0
Total Arrests	5

Time Worked	
Hours Worked	
Bike Patrol	17.5
Court Overtime	27
Training	43
Detached	50
Other Overtime	127
Days Worked	31

General	
FI	40
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV: 124 Miles / 33 Hours Reserve Deputies worked 4 Shifts (35 hrs)



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

July 31, 2019

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
n/a			

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Deputy Scott Klier	14806	Honor Guard	Death of Deputy	12
Sergeant Peter LaGana	9411	Human Resources	Oral Interview Bd	8
Detective Glen Genovese	13738	QRF	Adjunct trainer	30
			TOTAL	50



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD July 2019 Report

Explanation:

VFD July 2019 Report

Recommendation:

Approve/Accept

Attachments:

VFD July 2019 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of July 2019, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. There were sixty six fire inspections, four re-inspections, and one complaint for the month of July that was resolved.

Responses:

The Volunteer Fire Department responded to 42 fire rescue calls within the limits of our contract.

- Of the 42 fire rescue calls received, there were 14 fire alarms; 3 structure fires, 6 accidents, a broken water pipe, a utility/wires down, 3 ocean rescues, 5 elevator rescues, 4 odor/hazmat, and 5 classified as "other" fire.
- There were 68 emergency medical 911 calls for July 2019. The department was dispatched to 7 of those calls, of which 1 was cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 6 of the medical calls.

Training:

The Volunteer Fire Department had 14 regular in-town members, and 38 associate out of town members for a total of 52 active members.

The fire department held 10 fire drills, 2 ocean rescue drills, 1 outside training drill, and 3 car seat instructional installations consisting of the following:

- 385 Hrs - Fire Fighter & officer training
- 82 Hrs - Waterfront/Ocean rescue training
- 4 Hrs - Hurricane Prep training @ EOC Training Center
- 3 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 474+ hours were spent in the month of July on training.

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

Respectfully,

Judson Hopping,
Fire Chief



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

	Regular In-town	Associate Out of Town
Active Member	14	38
Fire 1 non-certified	2	0
Fire 1 Certified	1	0
Fire II Certified	11	38
CPR/1 st Responder	6	1
EMT-B (FL)	1	22
Paramedic (FL)	5	15

Emergency Calls

Fire/Rescue	42
Total Medical 911 calls	68
Medical calls V.F.D. Not Dispatched	61
Medical calls V.F.D. Dispatched	7
Medical calls Canceled by COD/M12	1
Medical calls V.F.D. Assisted	6

Training

474+ Total Hrs.

Firefighter skills	385 Hrs
Ocean rescue training	82 Hrs
Hurricane Prep; WebEOC	4 Hrs
Public Service: Car Seats	3 Hrs

Station Watch/Community Service

4,220.75+ Total Hrs.

Firefighter Station Watch hours	2,916.75+ Hrs
Ocean Rescue patrol	55.75 Hrs
Chief on Duty/Command	744 Hrs
4 th of July set-up/execute –volunteered hours	502.25 Hrs

LBTS Volunteer Fire Department - July 2019, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Alvarez-Orozco	Elizabeth	6026	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	31
Atkinson	Kevin	175765	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	14	96
Baker	Rebecca	7017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	21
Bosanac	Derek	7019	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	8	26
Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Chenique	Jordan	7008	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	43
Collazo	Jackeline	180637	Associate Member		Firefighter II	Firefighter II	Paramedic (FL)	3	3
Cowles	James	186248	Regular Member	*	Trainee	Trainee		0	0
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	33
Fann	Kevin	174	Regular Member	*	Firefighter	Firefighter II	Paramedic (FL)	36	68
Franceschini	Rafael	166674	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Freybe	Hileia	7016	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	25
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	7
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	9
Garcia	Raymond	7010	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	39
Gray	Dontae	172460	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		1	1
Hernandez	Sasha	6013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	32
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	14	96
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	37	304
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II - D/E	Paramedic (FL)	2	2
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	26
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	16	113
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	39	267
King	Noah	174484	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Leiva	Gabriel	6046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	26
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	33
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Lopez	Vincent	176949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	6
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	42	280
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	4	41
Martindale	Daniel	7009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	31

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
McCormick	William	7006	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	28
McKenzie	Jacquvias	7015	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	29
Miklosh	Joseph	7013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	13	32
Moraga	Marcos	6059	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	29
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	5
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	10	42
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	32	166
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	23	177
Rozalez	Dezi	7004	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	39
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	17
Scriver	Ian	170350	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	8	8
Shaw	Kyle	7014	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	10	27
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	17	146
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	10	28
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	11	44
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	41
Woods	Devon	7018	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	18
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	26

Monthly Activity Report - July 2019

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Jul-19	4013 North Ocean Drive	Accident w/injuries	7:11:00 PM	8:54:00 PM	7
03-Jul-19	4013 North Ocean Drive	Structure fire alarm	1:13:00 PM	1:30:00 PM	13
04-Jul-19	1900 South Ocean Blvd.	Fire alarm	11:14:00 AM	11:25:00 AM	36
04-Jul-19	4605 North Ocean Drive	Fire alarm	11:17:00 PM	11:33:00 PM	13
05-Jul-19	Datura & El Mar	Open water person diving w/o dive flag	10:46:00 AM	10:53:00 AM	11
06-Jul-19	1850 South Ocean Blvd.	Other fire - kite surfer down	3:34:00 PM	3:46:00 PM	9
07-Jul-19	Datura & El Mar	Accident w/injuries	12:42:00 PM	1:25:00 PM	9
09-Jul-19	1770 South Ocean Blvd.	Other fire - forced entry	7:51:00 PM	8:59:00 PM	9
10-Jul-19	3900 North Ocean Drive	Elevator rescue	1:02:00 PM	12:23:00 PM	10
11-Jul-19	6002 North Ocean Drive	Fire alarm	7:03:00 PM	7:08:00 PM	7
12-Jul-19	1800 South Ocean Blvd.	Unknown odor	11:22:00 AM	11:39:00 AM	11
12-Jul-19	Neptune/E. Tradewinds	Other fire - hydrant leaking	8:15:00 PM	8:22:00 PM	8
13-Jul-19	1967 S Ocean Blvd.	Broken water pipe	3:44:00 AM	5:00:00 AM	8
13-Jul-19	4220 El Mar Drive	Fire alarm	12:20:00 PM	12:29:00 PM	9
13-Jul-19	1500 South Ocean Blvd.	Fire alarm	2:04:00 PM	2:22:00 PM	7
13-Jul-19	4421 Seagrape Drive	Other fire - lost dog	7:40:00 PM	7:59:00 PM	5
14-Jul-19	4540 North Ocean Drive	Elevator rescue	11:34:00 AM	11:54:00 AM	9
14-Jul-19	4641 Bougainvillea Drive	Fire alarm	11:55:00 AM	12:00:00 PM	10
14-Jul-19	4641 Bougainvillea Drive	Fire alarm	12:04:00 PM	12:11:00 PM	10
14-Jul-19	2048 Ocean Mist	Fire alarm	10:00:00 PM	10:09:00 PM	9
15-Jul-19	1685 Blue Water Terrace	Fire alarm	4:36:00 PM	4:50:00 PM	12
16-Jul-19	Comm & N. Ocean	Accident w/injuries	5:02:00 PM	5:29:00 PM	9
16-Jul-19	1530 South Ocean Blvd.	Elevator rescue	8:01:00 PM		11
17-Jul-19	4900 North Ocean Blvd.	Fire alarm	12:41:00 PM	1:03:00 PM	9
18-Jul-19	1750 South Ocean Blvd.	Elevator rescue	12:54:00 PM	1:10:00 PM	9
18-Jul-19	3900 North Ocean Drive	Elevator rescue	1:11:00 PM	1:31:00 PM	9
19-Jul-19	4540 Bougainvillea Drive	Haz-Mat, strange odor	12:17:00 AM	12:44:00 AM	7
19-Jul-19	1913 Ocean Mist	Wires down	3:49:00 PM	4:37:00 PM	13
21-Jul-19	4900 N. Ocean Blvd.	Accident w/injuries	12:29:00 PM	12:36:00 PM	10
21-Jul-19	5100 North Ocean Drive	Fire alarm	6:05:00 PM	6:27:00 PM	10
22-Jul-19	284 Imperial Lane	Residential structure fire	6:01:00 PM	6:48:00 PM	12
22-Jul-19	3900 North Ocean Drive	Traffic accident	8:04:00 PM	8:36:00 PM	12
23-Jul-19	4128 El Mar Drive	Water rescue near the pier	3:04:00 PM	3:17:00 PM	7
24-Jul-19	4555 W Tradewinds Ave	Fire alarm	7:43:00 AM	7:50:00 AM	11
27-Jul-19	4312 Seagrape Drive	Hazmat	10:44:00 AM	10:57:00 AM	17
28-Jul-19	230 Marine Court	fuel spill/odor	8:59:00 AM	9:20:00 AM	9
28-Jul-19	4013 North Ocean Drive	Welfare check	5:32:00 PM	6:30:00 PM	8
29-Jul-19	4549 North Ocean Drive	Other fire - child locked himself in car	9:32:00 AM	9:41:00 AM	9
29-Jul-19	4331 North Ocean Drive	Accident w/injuries	2:15:00 PM	2:57:00 PM	11
29-Jul-19	106 Commercial Blvd.	Fire alarm	3:20:00 PM	3:28:00 PM	14
29-Jul-19	4900 North Ocean Blvd.	Fire alarm	3:22:00 PM	3:38:00 PM	14
30-Jul-19	5000 North Ocean Blvd.	Fire alarm; structure fire	1:17:00 PM	1:24:00 PM	10

Total Calls 42

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
02-Jul-19	North Ocean	medical, E12 assisted M12	4:33:00 PM	4:43:00 PM	8
05-Jul-19	Bougainvillea Drive	medical, walk-up	10:54:00 AM	11:06:00 AM	11
18-Jul-19	North Ocean Blvd.	medical, E12 assisted M12	3:56:00 PM	4:22:00 PM	9
26-Jul-19	North Ocean Drive	medical, E12 assisted M12	4:17:00 PM	4:47:00 PM	5
29-Jul-19	South Ocean Blvd.	medical, E12 canceled by B12	8:45:00 AM	8:54:00 AM	9
30-Jul-19	South Ocean Blvd.	medical, B12 assisted M12	4:02:00 AM	4:15:00 AM	8
30-Jul-19	West Tradewinds Ave.	medical, E12 assisted M12	6:54:00 PM	7:32:00 PM	9

Total Calls 7

Date	Public Service	Event Description	Start Time	End Time	No. of FF
04-Jul-19	Town wide	Execute 4th of July events; parade, waterslide & fireworks	7:00:00 AM	10:30:00 PM	39
09-Jul-19	Station 12	Station tour/fire prevention	3:30:00 PM	6:15:00 PM	4
10-Jul-19	Station 12	Installed a rearfacing car seat	3:00:00 PM	4:00:00 PM	1
18-Jul-19	Station 12	Installed (2) rearfacing car seat bases	6:30:00 PM	7:30:00 PM	1
19-Jul-19	Station 12	Installed a rearfacing car seat	3:45:00 PM	4:45:00 PM	1

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Jul-19	Station 12	Radio, July 4th prep - took 5" to offsite w/trailer	6:00:00 PM	10:00:00 PM	6
02-Jul-19	Broward EOC	Attend the WebEOC class	1:30:00 PM	4:30:00 PM	1
06-Jul-19	Station 12	Facility maintenance	9:00:00 AM	12:30:00 PM	6
10-Jul-19	Admin office	Mobil Data Terminal (MDT's) training w/Motorola & ORCATT	10:00:00 AM	1:30:00 PM	3
11-Jul-19	Station 12	Tools, radio's, & pagers, A & B zone	6:00:00 PM	10:00:00 PM	4
13-Jul-19	Station 12	Ground ladders	9:00:00 AM	12:00:00 PM	6
15-Jul-19	Community Church	Engine company ops	6:00:00 PM	10:00:00 PM	17
18-Jul-19	Station 12	Incident Command, engine company	6:00:00 PM	10:00:00 PM	17
20-Jul-19	Beach	Waterfront rescue	9:00:00 AM	1:00:00 PM	10
22-Jul-19	Station 12	Radio size-up; SQ12 zone driving	6:00:00 PM	10:00:00 PM	9
25-Jul-19	Station 12	Radio & size-up, Engine company size-up	6:00:00 PM	10:00:00 PM	14
27-Jul-19	Station 12	Ocean rescue training	9:00:00 AM	12:00:00 PM	14
29-Jul-19	Station 12	Command size-up tabletop	6:00:00 PM	10:00:00 PM	17

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
13-Jul-19	Beach	Ocean rescue patrol	2:30:00 PM	5:30:00 PM	2
14-Jul-19	Beach	Ocean rescue patrol & trng	2:00:00 PM	6:00:00 PM	2
17-Jul-19	Beach	Ocean rescue patrol	2:00:00 PM	5:00:00 PM	4
24-Jul-19	Beach	Ocean rescue patrol & trng.	11:30:00 AM	1:30:00 PM	4
24-Jul-19	Beach	Ocean rescue patrol	1:30:00 PM	3:45:00 PM	2
27-Jul-19	Beach	Ocean rescue patrol	1:45:00 PM	4:45:00 PM	2
31-Jul-19	Beach	Ocean rescue patrol	1:00:00 PM	5:00:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Jul-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	44	48	15	8
Response Time	0:04:58	0:05:18	0:00:00	0:00:00

Total Average Response Time : 4:38

Jun-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	29	43	8	1
Response Time	0:04:57	0:06:18	0:00:00	0:00:00

Total Average Response Time : 4:39

May-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	25	39	4	5
Response Time	0:05:15	0:06:16	0:00:00	0:00:00

Total Average Response Time : 4:45



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager's Report

Explanation:

- Team Development meetings continuing. Near future topics anticipated to involve discussion of temporary commercial parking (morning) on El Mar, and discussion of Town Code dealing with distinct leisure business interests potentially partnering with local hotels i.e. recreational beach rentals.
- In recent past Town Hall in a short span of time lost phones, internet and email computer capabilities, and air conditioning in north part of building. BSO and VFD lost phone services in the same period of time as the Town provide for their systems.
- TM's office staff, Finance Department, and Municipal Services met with the LBTS FEMA Rep on August 23rd to discuss final Hurricane Irma reimbursements still anticipated to be received. Final LBTS Hurricane Irma applications now at State Department of Emergency Management and once processed LBTS should soon after receive its final 135k.
- Initial Jarvis Audio/Video wiring upgrades have been successfully completed.
- Turtle Shields for new El Mar Streetlights have been successfully installed by FPL
- First LBTS Employee Safety Committee meeting to be held August 28th.

Recommendation:

N/A

Attachments: None



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

Approval of Minutes

Explanation:

Approval of the following minutes:

- * July 9, 2019 Town Commission Meeting Minutes
- * July 11, 2019 Special Town Commission Meeting Minutes
- * July 23, 2019 town Commission Meeting Minutes

Recommendation:

Accept / Approve

Attachments:

- July 9, 2019 Town Commission Meeting Minutes
- July 11, 2019 Special Town Commission Meeting Minutes
- July 23, 2019 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 9, 2019
6:30 PM**

1. CALL TO ORDER

Mayor Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Fred Powell gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to approve Commissioner Strauss’s absence. Motion carried 4-0.

5. PRESENTATIONS

5.a 25 Years of Service Proclamation

Mayor Vincent read a Proclamation in honor of Michael D. Walker, who has served the Town of Lauderdale-By-The-Sea for 25 years.

5.b 4th of July Recap

Special Projects Coordinator Debbie Hime showed a brief video of the Town’s recent 4th of July event. She thanked the Volunteer Fire Department (VFD), the Broward Sheriff’s Office (BSO), and Town Staff for their efforts in making the event a success. Commissioner Oldaker extended his thanks as well.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Mac Millan, resident, stated his opposition to any development plan that would close a portion of El Mar Drive, and expressed concern that the offer from Concord Wilshire may constitute land banking. He reviewed additional concerns with the proposed development, including public access to the beach.

Ron Piersante, resident, congratulated Michael D. Walker for his years of service to the Town.

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

7. PUBLIC SAFETY DISCUSSION

7.a BSO June 2019 Report

Commissioner Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 4-0.

7.b VFD June Report

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 4-0.

8. TOWN MANAGER REPORT

8.a Town Manager Report

Town Manager Bill Vance advised that parking and transportation improvements on Bougainvillea Drive are ongoing. A special meeting is scheduled for Thursday, July 11, 2019 at 7 p.m. so the Commission can formally consider the acquisition of a small piece of church property in support of this project.

The Palm Club sewer improvements have been initiated, and Municipal Services Director Ken Rubach has met with the leadership of the Palm Club condominium association. The Town anticipates a design costing approximately \$400,000, which will

come before the Commission at their July 23, 2019 meeting. These funds are proposed for inclusion in the fiscal year (FY) 2019-2020 budget. Broward County and the city of Pompano Beach will each provide additional support in the amount of \$150,000 to offset design costs.

Town Manager Vance continued that the Fort Lauderdale City Commission is considering the Town's proposal seeking assistance with temporary hurricane debris staging areas. This agreement is necessary in order for the Town to qualify for any potential Federal Emergency Management Administration (FEMA) assistance in the event of a storm.

A supplemental design accommodation in the amount of \$300,000 is proposed for the El Mar Drive improvement project. This will also come before the Commission at the July 23, 2019 meeting. Town Manager Vance and Municipal Services Director Rubach will verify the percentage of completion associated with design of this project, including aspects requested by the Town.

Town Manager Vance advised that the FY 2019-2020 budget is balanced and essentially complete, with additional comments to be addressed regarding taxable value. He requested direction from the Commission regarding one-on-one meetings with them to conclude the budget process.

The Datura Portal is scheduled for demolition on July 15, 2019.

Town Manager Vance noted that entities in- and outside the Town are seeking opportunities to pursue investments and meet with various members of Town Staff to discuss these opportunities. Development team meetings will be scheduled once per week from 1 p.m. to 5 p.m. each Thursday afternoon, beginning in August, at no expense to potential investors. Town Manager Vance characterized this proposal as a means to enhance what Town Staff already does.

Commissioner Malkoon commented that he had spoken with Town Manager Vance regarding the Town's parking system and mobile app, which requires users to enter a space number. He pointed out that other municipalities do not have this requirement, instead using the vehicle's license plate number as a point of reference, and suggested that the Town consider simplifying their parking system by adopting this change.

Commissioner Malkoon continued that the current app also requires individuals seeking to extend their parking time to pay for a full hour instead of smaller increments. He

requested that the Town consider changing this requirement as well. Municipal Services Director Ken Rubach advised that incremental parking time is available in some Town lots, but not via the mobile app.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a June 11, 2019 Town Commission Meeting Minutes

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-0.

11. CONSENT AGENDA

11.a Budget Transfer – IT Infrastructure

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 4-0.

12. OLD BUSINESS

12.a Friedt Park Courtyard

Municipal Services Director Rubach explained that the Friedt Park plaza has fallen into a state of disrepair, with improvements needed for pavers, fountains, landscaping and vegetation, streetlights, and other parts of the courtyard that are currently unusable. He reviewed proposed upgrades to landscaping, streetlight fixtures, and furniture. The Park will be improved in a manner that will encourage its use as a gathering place in the community. Municipal Services Director Rubach concluded that Staff is seeking direction from the Commission on the proposed design of the improvements.

The Commission discussed the location of Friedt Park's property line, which abuts the nearby Community Church of Lauderdale-By-The-Sea. Municipal Services Director Rubach confirmed that the proposed park improvements would extend directly up to this property line. He added that there is little topsoil and mostly sand in the subject area, which means the design will need to include vegetation that thrives in sand.

Commissioner Malkoon recalled that a design was originally submitted in 2017. Municipal Services Director Rubach advised that this estimate was over one year old, which meant the Town should reach out to State Contracting once again for an updated estimate. An additional parking component would have brought the total estimate from \$168,000 to roughly \$300,000 at the time.

Town Engineer Jay Flynn recommended the addition of shade on the south end of the children's park, as there are no shade structures or trees in that area. Town Manager Vance suggested that he, Municipal Services Director Rubach, and Town Engineer Flynn continue to work together to review what was planned in the past, as well as proposed prices.

Pastor Fred Powell, representing the Community Church, stated that the Church will be happy to see the Friedt Park project get underway. He continued that the Church was interested in working with the Town on both the design and implementation of improvements to Friedt Park, including its playground. Town Manager Vance confirmed that Staff would work with the Church and Pastor Powell on this project.

It was determined that Staff would bring back a proposal to a subsequent Commission meeting.

13. NEW BUSINESS

13.a August Meeting Schedule

The Commissioners agreed by unanimous consensus to cancel the August 13, 2019 meeting, with the second meeting tentatively scheduled for August 27, 2019 in case any items of importance should arise.

It was noted that September 2019 meeting dates have not yet been scheduled. Finance Director Lucila Lang advised that proposed budget meeting dates are September 12 and September 26, 2019. Staff will work with the Town Attorney to advertise these dates.

13.b Town Commission Ranking of the Respondents to the Town Engineer Request for Qualifications (RFQ)

Development Services Director Linda Connors stated that the Town's contract with Flynn Engineering expired at the end of May 2019, although it has been extended for three months in order to allow time for the request for qualifications (RFQ) process to select a Town Engineer. Four responses were received and reviewed by a Staff committee consisting of Development Services Director Connors, Municipal Services Director Rubach, and Town Planner Jhanelle Campbell.

The committee selected Flynn Engineering as the top respondent, followed by Baxter and Woodman, formerly known as Mathews Engineering. The selection process for a Town Engineer requires ranking by the Town Commission, after which time Staff moves forward with the process to establish a contract. If Staff cannot come to an agreement with Flynn Engineering, they will come back to the Commission with a recommendation for the second-ranked candidate.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to accept the recommendation of Staff to rank Flynn Engineering #1 and attempt to negotiate a contract with them, ranking Baxter and Woodman #2. Motion carried 4-0.

14. FY20 BUDGET

14.a 2019 Gross Taxable Value

Town Manager Vance advised that the Town is experiencing continued growth in taxable property value and is in a positive position financially. He was able to develop a balanced budget proposal with a proposed millage rate of 3.4467, which is 20/1000ths above the rollback rate of 3.4442. The existing millage rate is 3.5989.

Town Manager Vance continued that in the past, the Commission has notified Broward County of the Town's existing millage rate, which provides flexibility to diverge from this rate in September. At the July 23, 2019 meeting, Staff will seek direction from the Commission regarding the millage rate to be sent to the County.

Vice Mayor Sokolow suggested that the Town initially print its Truth in Millage (TRIM) notices with the existing millage rate, which will appear to be a tax increase of approximately 5%. This will provide the Town with flexibility in case additional projects are identified that would require maintaining this rate.

The Commission agreed by consensus to have Staff would bring this Item back with a TRIM notice of a 3.5989 millage rate.

15. COMMISSIONER COMMENTS

Vice Mayor Sokolow and Commissioner Oldaker congratulated Town Staff, the VFD, and BSO on the recent 4th of July event.

Commissioner Oldaker noted that this year's 4th of July Parade opened with the national anthem and Pledge of Allegiance, which he felt was a strong addition to the event.

16. ORDINANCES 1ST READING

16.a Ordinance 2019-05: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS CONCERNING CHAIN LINK FENCES AND DELETE ZERO LOT LINE REGULATIONS CONCERNING MAXIMUM RESIDENTIAL PRIVACY FENCE AND WALL HEIGHT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Development Services Director Connors characterized this as a housekeeping Item which addresses Code in the Town's annexed area. While chain link fence has not been historically allowed unless it is screened from the public right-of-way, it was allowed in the north section of the Town without a screening requirement. Staff recommends an Amendment to the Ordinance which would delete references to specific residential zoning districts and add the phrase "residential zoning districts" to incorporate districts to both the north and south.

Code also includes a provision for this area addressing zero lot line development. Because this is not permitted within the Town, Staff recommends this language be removed.

Commissioner Oldaker commented that most chain link fencing is approximately 4 ft. in height, and asked if there is the potential for individuals to erect a 6 ft. chain link fence. Development Services Director Connors confirmed this, noting that this fencing must be screened. The Planning and Zoning Board recommended approval of the proposed

Ordinance, along with a recommendation that roughly 30 properties in the north part of the Town provide landscaped screening for their chain link fences over a two-year period.

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

Commissioner Malkoon made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-0.

16.b Ordinance 2019-07: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS” ARTICLE V “ZONING,” DIVISION 2 “DISTRICTS,” SUBDIVISION M “B-1 DISTRICT REGULATIONS,” SECTION 30-271 “B-1 DISTRICT – BUSINESS” OF THE CODE OF ORDINANCES TO PERMIT WATERFRONT HOTELS AS A CONDITIONAL USE, MODIFYING DISTRICT REGULATIONS AND ESTABLISHING SPECIFIC CONDITIONAL USE REQUIREMENTS FOR WATERFRONT HOTEL USES AND FURTHER AMENDING SUBDIVISION Q “SUPPLEMENTAL REGULATIONS”; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Development Services Director Connors recalled that in February 2019, the Commission asked Town Staff to bring a request before the Planning and Zoning Board to consider the addition of hotel use to the B-1 districts. Hotels are currently not allowed in all business districts.

In 2011, the Town established a number of planning priorities, including modification of Code to encourage investment in and redevelopment of existing hotels. One reason behind this initiative was the loss of a significant number of Town hotels in previous years, which contributed to the decline of Commercial Boulevard. In order to commit to hotel revitalization, the Town amended Code to encourage hotel use, adopt temporary hotel improvement programs, and update hotel parking regulations to encourage redevelopment.

Development Services Director Connors advised that the Town has not had as much success in maintaining and encouraging businesses in the western plazas, where high turnover and vacancy rates continue. Staff hopes to find ways to encourage movement from the east to the west. One possible way to do this is to add hotels in the western B-

1 district. Staff reviewed the Town's Comprehensive Plan to confirm that it supports this change, and undertook policy directives to discuss the possibility while preserving commercial aspects of the Town amid hospitality uses. Rooftop uses, swimming pools, and parking requirements were also discussed.

After significant review, the Planning and Zoning Board suggested that hotel uses be allowed within commercial districts. One proposal was to allow commercial uses on waterfront parcels in the B-1 district only. Another recommendation was to make this a conditional use, which means it would go before the Planning and Zoning Board as well as the Town Commission prior to approval. Auxiliary effects to the surrounding neighborhoods would be addressed during the approval process. There will be a minimum of 30% square footage of commercial use, and 60% of hotel parking should be on-site. Should the hotel wish to use valet parking, the agreement must come through the Town Commission for approval as part of the Site Plan.

Conditions include a minimum hotel room size, exclusive of restrooms, in order to avoid the trend of "micro-rooms." Another condition is a setback requirement that mirrors neighboring properties: for example, if the hotel is adjacent to a residential district, it should follow residential district setback requirements. The Planning and Zoning Board also recommended that hotels in the B-1 be allowed to have swimming pools as part of the conditional use.

The Planning and Zoning Board also asked that Town Staff review current hotel parking requirements, which provide one space per hotel room, and to review the actual ratio of hotel rooms to parking spaces, as many Town hotels were constructed prior to 1995. Staff is currently researching this information and will provide it at the next Planning and Zoning Board meeting.

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

Mayor Vincent recognized the efforts of the Planning and Zoning Board in developing their recommendations, as well as Town Staff in providing support and information.

Commissioner Malkoon commented that while he is in favor of allowing waterfront hotels as a conditional use, he would like more information on the minimum size requirement for hotel rooms. Development Services Director Connors confirmed that there was significant discussion of room size by the Planning and Zoning Board. She

did not feel that advisory body would be concerned if the minimum size recommendation were increased.

Commissioner Malkoon made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 4-0.

16.c Ordinance 2019-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 6.5 "CODE ENFORCEMENT" OF THE TOWN'S CODE OF ORDINANCES TO CREATE SECTION 6.5-14, "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

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

Mayor Vincent recalled that he had requested this Ordinance go into effect no earlier than May 1, 2020, which gives Town businesses time to acclimate to the new regulation. Town Attorney Susan Trevarthen advised that while the Ordinance establishes an enforcement date of August 2019, the Town Manager has discretion to defer this date.

Mayor Vincent requested feedback on how enforcement of the Ordinance will be addressed. Town Attorney Trevarthen replied that an educational program is planned, with the option of warnings during the delayed enforcement period. Town Manager Vance added that the Town has the option of sending mailers to affected businesses and working with local newspapers, the newsletter, and the Town's public access channel to disseminate information.

Commissioner Malkoon made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 4-0.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

18.a Resolution 2019-17 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, BROWARD COUNTY, AND PARTICIPATING MUNICIPALITIES, FORMALIZING THE SHARED DESIRE TO ESTABLISH AND IMPLEMENT A REGIONAL SOLID WASTE AND RECYCLABLES SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MOU; PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE DATE

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

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-0.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:18 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, July 11, 2019
7:00 PM**

1. CALL TO ORDER

Mayor Vincent called the meeting to order at 7:03 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Town Manager Bill Vance, Town Attorney James White, Assistant to the Town Manager Neysa Herrera, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE

3. RESOLUTION

Mayor Vincent explained that the Town needs approximately 350 sq. ft. of a property owned by the Community Church of Lauderdale-By-The-Sea to allow for new parking spaces and a new return road at the south end of the parking area. On March 12, 2019, the Town Commission authorized negotiations with the Community Church for the acquisition of this property. The Church has agreed to sell the property to the Town for \$15,000. The Town will provide all related closing and recording costs, and will assist the Community Church with the installation of three directional signs off Commercial Boulevard and/or Ocean Drive.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to excuse the absence of Commissioner Strauss. Motion carried 4-0.

Resolution 2019-18 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 4433 BOUGAINVILLEA DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO OBTAIN EXECUTION OF AND IMPLEMENT THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Fred Powell, Pastor of the Community Church of Lauderdale-By-The-Sea, noted that the Church's primary issue was their signage, and recognized Staff as being very helpful in addressing this issue. The Church will need final approval of the sale by the Presbytery of Florida, which is not expected to be a problem.

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

Town Manager Bill Vance clarified that the return road will be no closer than 10 ft. to the existing church sign. Pastor Powell explained that due to the curvature of the roadway, the Church was concerned with the safety of individuals who would be changing the sign. Town Manager Vance advised he could not yet confirm if the design of the sign would be affected.

Commissioner Oldaker asked if any legal documents will need to be changed due to the additional approval of the Presbytery. Town Attorney James White replied that this is noted in the agreement's "whereas" clause, which he felt would be sufficient. It was determined that the language of the clause would be inserted into the agreement. Town Attorney White added he would also look into whether or not the Presbytery should be a signatory to the document.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve the Resolution as modified by the Town Attorney, with the additional signature if required and the 10 ft. distance from the sign to the pavement. Motion carried 4-0.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:42 p.m.

Mayor Chris Vincent

ATTEST:

Lauderdale-By-The-Sea
Special Town Commission Meeting
July 11, 2019

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 23, 2019
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Benzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Item 17.d, Resolution 2019-22, be heard as Item 5.a, moving the BugFest presentation to 5.b.

5. PRESENTATIONS

- 5.a Resolution 2019-22 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN OPEN-END MASTER EQUITY LEASE AGREEMENT AND AMENDMENT THERETO WITH ENTERPRISE FM TRUST, FOR THE LEASE OF VEHICLES, UTILIZING SOURCEWELL CONTRACT NO. 060618-EFM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE LEASE OF 2 VEHICLES FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

Christina Harris, representing Enterprise Fleet Management, provided an overview of the company's fleet management service, which operates in both the public and private sectors. Over 100 government agencies in Florida use this service. Shortening the life cycle of vehicles can help reduce the Town's maintenance and fuel costs. Enterprise has identified ways in which they can help the Town maximize its dollars by earlier replacement of vehicles. They can also assist with the purchase of equipment.

Analysis shows that if the Town holds their vehicles for four or fewer years, they can realize significant savings that can be invested in adding to the fleet or purchasing equipment. Ms. Harris showed an eight-year budget forecast prepared by Enterprise in comparison to the Town's current vehicle costs. The comparison reflected an overall savings of approximately \$49,000.

Municipal Services Director Ken Rubach advised that his intent is to start the program with two replacement vehicles. He has studied the use of the Town's vehicles and felt the Enterprise program could provide a less expensive alternative.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, felt the fleet management program could provide an alternative without adding to Town Staff.

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

Vice Mayor Sokolow asked if the Town had issued an RFP for fleet management services. Town Attorney Susan Trevarthen stated that the service would be purchased from a competitively bid purchasing cooperative, which is recognized as a competitive source by the Town's purchasing manual.

Town Manager Bill Vance advised that Staff had wished to determine the Commission's level of interest in the service before moving forward with any additional requests. Funds for the service are included in the proposed fiscal year (FY) 2019-2020 Town Manager's Budget.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to move forward with the program. Motion carried 4-1 (Vice Mayor Sokolow dissenting).

5.b BugFest Kick-Off

Special Projects Coordinator Debbie Hime reported that the 8th Annual BugFest will begin with a kickoff party scheduled later in the evening at Plunge. Upcoming events throughout the week include:

- “Catch and cook” at the Sands Harbor Hotel
- Lobster chef competition
- Speed painting demonstration and auction
- Diver awards
- Fish identification presentation
- Reef cleanup
- “Dive Hard” music and art benefit

She encouraged all present to attend these events throughout the week.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

7.a AMR June 2019 Report

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

8. TOWN MANAGER REPORT

8.a 2nd Quarter Welcome Center Report

The Commissioners accepted the report without comment.

8.b Town Manager Report

Town Manager Vance stated that on July 18, 2019, the Town briefly lost its ability to produce water for a majority of its homes and commercial businesses. He characterized this issue as an opportunity for enhanced communications between the Town and other nearby municipalities.

Municipal Services Director Rubach advised that interconnections between municipalities are common during events such as this, as it is often possible to use another community's water supply. Talks are underway with Fort Lauderdale and Pompano Beach regarding these redundancies. The Commissioners agreed by consensus to have Staff proceed with these discussions.

Commissioner Oldaker commented that Fort Lauderdale's administrative staff may not have a clear understanding of how this process works. He recommended reaching out to that city to ensure a better customer service response in the future, and complimented Fort Lauderdale's response time in making repairs.

Town Manager Vance continued that team development meetings will begin with a meeting with local hoteliers to discuss opportunities such as beach weddings. He added that a Truth in Millage (TRIM) notice Resolution is on tonight's Agenda. The proposed TRIM rate, once set, will be directed to Broward County prior to August 2, 2019.

Town Manager Vance, Municipal Services Director Rubach, and other representatives of Town Staff have worked closely with Town businesses and utilities such as Florida Power and Light (FPL) to coordinate public-private efforts to initiate system upgrades in the Downtown area. The recent installation of new wiring and transformers in these areas is expected to eliminate historically costly power outages along El Mar Drive and East Commercial Boulevard.

Preliminary tasks to facilitate construction efforts on Terra Mar have begun, and Town Staff is working to maintain active lines of communication with the Terra Mar community.

Town Manager Vance added that it is possible that minor event applications may be received between tonight's meeting and the August 27, 2019 meeting. He requested clarification of whether or not the Commission would like him to proceed with administrative approvals in this case. He concluded that if there is no objection, the Town would sponsor a table at the upcoming United Way Mayor's Event in October 2019.

Town Attorney Trevarthen advised that it was not possible for the Commission to delegate a policy directive such as approval of events. It was determined that the Commission would discuss the possibility of a change to Town Code to allow this delegation at a future meeting.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a June 24, 2019 Commission Workshop Minutes

10.b June 25, 2019 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

11.a Special Event Application for Chabad Lauderdale-By-The-Sea's Community Chanukah Festival on Sunday, December 22, 2019

11.b Special Event Application from Beachside Village Resort for Patriots Fan Transport, September 15, 2019

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a Consideration of Hurricane / Disaster Debris Removal and Disposal Interlocal Agreement

Town Manager Vance reported that this interlocal agreement was approved by Fort Lauderdale and allows Lauderdale-By-The-Sea the flexibility to use eventual designated staging areas for the deposit of hurricane debris on a temporary basis. All related costs will be shared between the municipalities.

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

14. COMMISSIONER COMMENTS

Commissioner Oldaker advised that the *Sun-Sentinel* printed a recent article about Lauderdale-By-The-Sea as a destination.

Commissioner Malkoon stated that he would attend the upcoming Florida League of Cities Conference in August 2019. He also encouraged residents to attend the Commission's budget meetings in September 2019.

Commissioner Strauss observed that on a recent vacation in Hawaii, several residents on the opposite side of the country were aware of Lauderdale-By-The-Sea. He also invited residents to the upcoming BugFest cooking competition on Thursday, July 25, 2019.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a Resolution 2019-19 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; ANNOUNCING THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Town Attorney Trevarthen noted that the proposed budget meeting dates are Thursday 12 and 26, 2019 at 6 p.m.

Commissioner Malkoon made a motion, seconded by Vice Mayor Sokolow, to accept the tentative millage rate at the current rate of 3.5989, and also to schedule the budget meetings as proposed as well as the Town Commission meetings to be after. Motion carried 5-0.

17.b Resolution 2019-20 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

Town Attorney Trevarthen advised that the proposed fire assessment rate is \$129.85 per residential unit and \$0.21 cents per square foot of non-residential property.

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

17.c Resolution 2019-21 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT WITH ERDMAN ANTHONY OF FLORIDA, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION PLANS FOR PEDESTRIAN LIGHTING, LANDSCAPING, AND HARDSCAPE FOR THE EL MAR GREENWAY

**PROJECT, UTILIZING THE FLORIDA DEPARTMENT OF
TRANSPORTATION AGREEMENT NO. C9W80; AUTHORIZING THE
TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT;
PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that any forthcoming plans for or changes to the El Mar Drive greenway project be discussed on the dais and made available for local newspaper coverage. This would provide residents with a more comprehensive understanding of the project.

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

Town Manager Vance explained that the El Mar Drive Greenway is a Florida Department of Transportation (FDOT) project. Its technical design is approximately 30% complete at this time. The proposal before the Commission is related to additional work the Town has discussed to be incorporated into the project. These additional items are associated with stormwater, the path, amenities, and landscaping. Once design plans are in place, another public meeting will be held prior to their completion to hear public feedback.

The cost associated with tonight's proposal is \$280,000, which covers design and engineering services from Erdman Anthony of Florida, Inc., which will provide design of features not included under FDOT's responsibilities, including traffic control plans, pedestrian and street lighting, hardscape and landscape plans, and irrigation. They will attend construction meetings with FDOT and will provide construction plans and files that meet FDOT standards.

Vice Mayor Sokolow commented that he remains uncomfortable with the project, as the Commission has seen the conceptual greenway but not its design. He opposed spending a significant amount of money to add to the project's basic design, and was not willing to enter into an engineering contract for a project that may take years to complete.

Town Manager Vance advised that he and Municipal Services Director Rubach have become involved in efforts surrounding the greenway project and hope to move it

forward in a timely manner. He expected a public meeting will be held to discuss the project further in the near future.

Vice Mayor Sokolow stated that he did not see the reason for urgency, as the design process is not yet complete. Mayor Vincent advised that he shared this concern to a degree, as it is difficult to apply value engineering to a plan with no current design concept; however, the Town Engineer has assured the Commission that conceptual plans for the greenway project are not expected to change.

Municipal Services Director Rubach explained that the current 30% completion of drawings show the roadway, location of catch basins, and islands, with no additional detail. Vice Mayor Sokolow pointed out that the greenway has been in discussion or planning for a number of years, and has changed from its original concept.

Town Manager Vance stated that the Broward Metropolitan Planning Organization (MPO) has committed \$4 million to the project, with the Town to provide roughly \$2 million for their improvements. The project is expected to go out for bid in 2020 if its design is complete. He suggested if the Commission is not interested in proceeding with the project at this time, Town Staff can bring the Item back next month to discuss potential changes.

Mayor Vincent agreed that he was no longer comfortable advancing the project after tonight's conversation. Commissioner Strauss also agreed, noting that he was not in favor of the piecemeal manner in which the project would be completed, nor with the Town's overall lack of control of the project. Commissioner Malkoon was also in favor of tabling the Item, requesting that more information be provided to the Commission and the public, including a presentation with timelines. Commissioner Oldaker also felt the project should be reevaluated.

Vice Mayor Sokolow recommended that a meeting be scheduled with the proposed greenway's project manager for the Broward MPO to provide greater clarity on the project, its costs, and the length of time it would take to complete.

It was determined that Town Staff would prepare a presentation on the project for the August 27, 2019 Commission meeting. Mayor Vincent requested that Vice Mayor Sokolow be involved in this coordination, as he is the Town's representative to the Broward MPO.

Commissioner Malkoon made a motion, seconded by Commissioner Strauss, to table Resolution 2019-21 to a date certain of August 27, 2019. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:53 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Tree Trimming Services Contract

Explanation:

The Town has traditionally contracted out tree trimming in order to ensure the health of the trees and maintain the aesthetics that our community is known for. All Town owned palm trees are trimmed yearly and the coconut palms are trimmed twice a year to remove any additional coconuts that might pose a hazard to the public. Canopy trees are trimmed on an as needed basis which is typically every few years. This is done to thin the canopy in order to promote healthy new growth, remove any low hanging or damaged branches, as well as to shape the trees to provide an aesthetically pleasing look.

Staff also included an optional section which provides hourly rates for equipment and labor for emergency storm assistance should it ever be needed. Although staff is not anticipating needing such services in the near future such pricing provides us with an additional resource should we need it during the life of the contract. These optional prices were not used during scoring of the proposals.

On July 25, 2019 RFP 19-07-01 for Tree Trimming Services was opened. The Town received three (3) bids. The contractors and their pricing for trimming and stump grinding are as shown in Table 1.

Table 1 – RFP Respondents

Business	Cost per Palm Tree	Hourly Rate for Canopy Tree Crew	Hourly Rate for Stump Grinding
Superior Landscaping & Lawn Services, Inc.	\$ 19.00	\$65.00	\$55.00
Mainguy Landscape Services	\$ 27.50	\$150.00	\$65.00
SFM Services, Inc.	\$ 30.00	\$175.00	\$65.00

After evaluating all the proposals submitted and speaking with references, staff recommends that the Commission award a three (3)-year contract with two (2) additional one (1)-year extensions for tree trimming services to Superior Landscaping and Lawns Services, Inc. who provided extremely competitive pricing which came in below the anticipated price increase for this upcoming fiscal year.

Recommendation:

Authorize the Town Manager to execute a contract with Superior Landscaping and Lawns Services, Inc. for Tree Trimming Services after the contract has been approved as to form by the Town Attorney.

Funds are budgeted for Tree Trimming Services in the General Fund Contractual Services Account: (001-541-100-500-345)



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Authorize Negotiations for Interlocal Agreement with the City of Pompano Beach for Hurricane/Disaster Debris Removal and Disposal

Explanation:

In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town. Additionally, there were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts. As such, the Town and the City of Pompano Beach ("City") agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the Town sent its hurricane debris to the City for storage, processing, and transportation of processed debris, and disposal along with the City's own hurricane debris. Thus, the Town and City entered into an interlocal agreement for the City to use the City's contract with a certified debris management contractor to store, process, and transport processed debris, and to dispose of hurricane debris collected within the Town ("Interlocal Agreement"). Both the Town and City consulted with their respective contractors and consultants that this arrangement would not impair the eligibility of either party for reimbursement of its respective hurricane debris expenses related to Town debris. Each party was responsible for its own costs of collection and transportation of hurricane debris from the Town to the City.

The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality "any power, privilege, or authority which such agencies share in common and which each might exercise separately" by entering into an interlocal agreement.

The Interlocal Agreement and the arrangement prescribed therein satisfactorily fulfilled the Town's needs. Staff desire to enter into a similar interlocal agreement with the City for future hurricanes or disasters.

Recommendation:

Commission authorize the Town Manager to execute this interlocal agreement with the City of Pompano Beach

Attachments: 1. ILA – Pompano Beach

HURRICANE AND DISASTER DEBRIS REMOVAL AND DISPOSAL INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this ____ day of _____, 2019, by and between the City of Pompano Beach ("**CITY**") and Town of Lauderdale-By-The-Sea ("**TOWN**") (collectively, the "**PARTIES**"), both municipal corporations organized and existing pursuant to the laws of the State of Florida.

RECITALS

WHEREAS,

1. In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town.
2. There were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts.
3. The **TOWN** is a small barrier island community consisting of 1.57 square miles and having approximately 6,000 residents, which has limited resources for hurricane and disaster recovery, while the **CITY** is in the area and has a greater capacity for hurricane and disaster recovery.
4. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4), Florida Statutes, allows a municipality to exercise jointly with another municipality "any power, privilege, or authority which such agencies share in common and which each might exercise separately" by entering into an Interlocal Agreement.
5. The **TOWN** and **CITY** have agreed that if there is an opportunity where resources can be shared more efficiently and effectively, and fuel can be conserved, the **TOWN** may be allowed to send its hurricane or other disaster-related debris ("**Debris**") to the City of Pompano Beach for storage, processing, transportation and disposal of processed debris.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed below, the parties agree as follows:

1. The **TOWN** desires to obtain services from the **CITY**, and the **CITY** agrees to provide such services to **TOWN**, for the storage, processing, transportation and disposal of **TOWN's** processed debris.

2. The **CITY** shall establish Debris Management Sites ("**DMS**") during an incident of a hurricane or other disaster to store and process acceptable debris. If, during such an event, the **CITY** has the resources and capacity to accept debris from the **TOWN**, the **CITY** will communicate such resources and capacity to **TOWN** and, within 72 hours after receiving such communication, the **TOWN** must elect whether to participate.
3. The **CITY** may also extend the use of Citizen drop-off locations to the **TOWN**, if a drop-off location is established at a DMS. Once extended to the **TOWN**, the **TOWN** may elect to use **CITY** Citizen drop-off locations.
4. The **CITY**, at its sole discretion, shall determine the availability of and access to its DMSs. Where availability and access to a DMS are granted to the **TOWN**, **CITY** shall determine the acceptable volume and type of debris for delivery to a DMS. Notwithstanding the **CITY**'s determination, the **CITY** reserves the right to prioritize acceptable volumes and types of materials for processing and disposal.
5. The Parties acknowledge, understand and agree that the **TOWN** shall be responsible for the costs of collection, storage, processing, transportation and disposal of debris from the **TOWN**.
6. The **CITY** currently contracts for disaster debris recovery services and intends to use the same contractor to provide the disaster debris services described in this Interlocal Agreement, at the actual cost charged to **CITY**, not including the cost for **CITY** employees and other 3rd parties to provide related services.
7. Once acceptable debris is delivered from **TOWN** to the approved DMS, and the **TOWN** hauler has satisfied all requirements for delivering debris, **CITY** will take possession of the debris and perform appropriate and necessary management, storage, processing, transportation, and disposal of the debris at the **TOWN's** expense.
8. The **CITY** will not accept the following unauthorized debris for off-loading, processing, or disposal, including, but not limited to, white goods; chemical, biological, radiological, or nuclear-contaminated debris; animal carcasses; hazardous waste; motor vehicles or marine vessels; garbage (municipal solid waste); electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags); sand; soil; mud; or sediment. Such unauthorized debris will not be accepted at **CITY** designated DMS locations from **TOWN** or its contractors. Any loads from the **TOWN** containing these or other unacceptable debris shall be refused and directed to return such debris to **TOWN**. Any costs related to the delivery and review of debris and the refusal and direction to return unacceptable debris shall be borne by the **TOWN**.
9. Acceptable debris for storage, processing, transportation and disposal shall include vegetative debris comprised of whole trees; tree stumps smaller than 24 inches in

diameter; tree branches; tree trunks; and other leafy material. Mixed debris is also acceptable, where such debris includes vegetative debris, construction and demolition debris and other types of bulk debris, but not UNAUTHORIZED DEBRIS.

10. Serialized, four-part Load Tickets shall be used for recording cubic yards/tons of acceptable debris removed from TOWN. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Each Load Ticket shall contain the following information:

- a. -Preprinted ticket number
- b. -Assigned vehicle/equipment number
- c. -VIN number (if, requested)
- d. -Vehicle/equipment driver's name
- e. -Contract number
- f. -Contractor name
- g. -Date
- h. -Loading time
- i. -Dumping time
- j. -Maximum capacity in cubic yards
- k. -Load size, either in tons or cubic yards
- l. -Debris classification
- m. -Assigned Work Zone
- n. -Dumpsite location (DMS/final disposition site)
- o. -Work zone monitor's signature
- p. -Dumping site supervisor's signature (DMS/final disposition site)

11. The original Load Ticket shall be initiated by the TOWN's Work Zone Monitor and used to record all pertinent information above, including departure time, and signed by the TOWN's Work Zone Monitor indicating that the information on the Load Ticket is correct.

- a. The Work Zone Monitor shall give all copies of the initial Load Ticket to the TOWN's hauler/driver prior to departure from the Work Zone.
- b. Upon arrival at the DMS, the TOWN's hauler/driver shall give all copies of the Load Ticket to the CITY DMS Tower Inspector.
- c. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of acceptable debris and does not contain any UNAUTHORIZED DEBRIS.
- d. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the TOWN's hauler/driver.
- e. The DMS Tower Inspector and an authorized TOWN representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location.

- f. The DMS Tower Inspector and the TOWN'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
 - g. The DMS Tower Inspector shall retain two copies of the Load Ticket for the CITY's records, give one copy to the hauler/driver and give the remaining copy to the TOWN'S representative for the TOWN's records.
 - h. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of acceptable debris for loads that originate at the DMS.
 - i. The DMS Tower Inspector and the TOWN'S representative shall sign the Final Disposition Load Ticket indicating that all information provided is accurate.
 - j. The DMS Tower Inspector shall retain one copy of the Final Disposition Load Ticket for the CITY'S records. One copy shall be provided to the TOWN's representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
12. TOWN, in consultation with the **CITY**, shall coordinate its debris storage, processing, transportation and disposal following any hurricane or disaster with CITY's cleanup activities. TOWN shall identify its personnel, contractors or agents responsible for debris collection, processing, transportation and disposal to ensure proper handling by CITY. TOWN agrees to reimburse the **CITY** for all direct and indirect costs for the storage, processing, transportation and disposal of debris collected in or from the **TOWN** within forty-five (45) days following delivery of **CITY's** invoice to **TOWN**.
13. TOWN shall also cooperate in good faith with the **CITY** and **CITY's** contractors in the disaster recovery and cleanup process and respond in good faith to specific requests from the **CITY** or its contractor. **TOWN** shall maintain its contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the contracts are terminated or modified, immediately notify the **CITY** of such termination or modification.
14. This Agreement shall become effective upon the date of the last executing governing body and shall remain in effect for a period of five (5) years, with one five (5) year renewal period. Either party shall have the right and option, but shall in no way be obligated, to seek the one five (5) year renewal period extensions of the term (each an "Extension Period"), on the terms and conditions as set forth in this Agreement. Should either party wish to extend this Agreement for the Extension Period, written notice must be provided to the other party not least than ninety (90) days prior to the last day of the term. If the substance of the Agreement does not change during the renewal periods, CITY Manager may renew the Agreement without further City Commission action.
15. Notwithstanding the foregoing, both party shall have the right to terminate this Agreement at any time and for any reason with thirty (30) days advance written

notice provided to the other party. The continuation of this Agreement beyond the end of its term and any extensions is subject to both the appropriation by the Party's governing body and the availability of funds in accordance with Chapter 166, Florida Statutes.

16. This Agreement may be terminated for convenience in whole or in part in writing by either party, provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
17. This Agreement may be modified only by a written amendment executed by both parties with the same formality of this Agreement.
18. Any notice from either party to the other party shall be in writing and shall be by certified U.S. mail, return receipt requested, or by overnight courier or by hand delivery.

Notice to the **CITY** shall be addressed as follows:

City Manager
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Notice to the **TOWN** shall be addressed as follows:

Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

19. The parties agree, to the extent provided by law, to indemnify and hold harmless the other party and all their officers, elected or otherwise, employees, volunteers and agents, from and against any and all losses, penalties, fines, damages, settlements, judgments, regulatory orders, regulatory consent orders, claims, costs, charges, expenses, or liabilities of any kind, including any award of attorney fees and any award of costs at trial or on appeal, in connection with or arising directly or indirectly out of any act or omission by the other Party or by any officer, employee, agent, invitee, contractor, or subcontractor of the other Party in relation to this Agreement, and in connection with or arising from any loss, damage, or injury to persons or property arising from the party's negligence or failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names TOWN as a party defendant and claims negligence on the part of CITY, the TOWN shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to costs, attorneys' fees, paralegal expenses, attorneys' fees at trial or on appeal, monies paid in settlement or monies paid to satisfy any judgment. Similarly, if a claim is litigated and names CITY as a party defendant and claims negligence on the part of TOWN, the CITY shall

be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to costs, attorneys' fees, paralegal expenses, attorneys' fees at trial or on appeal, monies paid in settlement or monies paid to satisfy any judgment. Nothing in this Agreement shall be deemed a waiver by either party of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

20. If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provision.
21. This Agreement contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter.
22. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
23. The effectiveness of this Agreement is conditioned on the **TOWN's** filing this Agreement, at the **TOWN's** expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Section 163.01, Florida Statutes (2018).
24. Incorporation by Reference. All Recitals stated above are true and correct and are incorporated by reference.
25. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement is intended to serve as a waiver by either party of sovereign immunity or of Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as consent by either governmental entity to be sued by third parties in any matter arising out of this Agreement.
26. The Parties shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.
27. DISPUTE RESOLUTION. The Parties recognize that they are entities subject to dispute resolution procedures set out in Chapter 164, Florida Statutes. In the event of a dispute between the parties concerning this Interlocal Agreement, the Parties agree to attempt to resolve the dispute as expeditiously as feasible. Specifically, their respective staffs will meet within ten (10) days of provision of notice of the dispute and attempt in good faith to resolve the dispute. They may jointly agree to a mediator to expedite and effectuate a resolution. If they are unable to agree upon a mediator, within ten (10) business days, they shall jointly request that the Chief Judge of the 17th Judicial Circuit to appoint a mediator qualified in construction law

to mediate the dispute in accordance with the court's pre-suit mediation procedures. The mediation shall occur within ten (10) business days after the mediator is appointed. If the dispute cannot be resolved at this level, the Chapter 164 remedies shall be available. Each party shall pay equally in the cost of the mediation.

28. Public Records. The **PARTIES** shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

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

CITY CLERK

100 W. Atlantic Blvd.,

Suite 253 Pompano

Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year written above.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

Tedra Allen, City Clerk

Chris Vincent, Mayor

William Vance, City Manager

Approved as to form and sufficiency:

By: _____
Susan Trevarthen, City Attorney

JES
8/22/19
l:agr/pw/2019-1152



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Judson Hopping / Lucila Lang

Submitting Department: LBTS VFD / Finance

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Lauderdale-By-The-Sea Volunteer Fire Department (VFD) Budget Transfer

Explanation:

The VFD has budgeted \$16,000 in Capital Outlay-Vehicles for the purchase of a new truck. The base costs of the truck plus its additions has brought the cost to \$17,300.82 (**Exhibit 1**).

Recommendation:

We recommend the Commission approve the following Budget Transfer:

Account	Account Title	From:	To:
115.522.000.500.624	Capital Outlay – Building Improvement	\$1,301	
115.522.000.500.644	Capital Outlay - Vehicles		\$1,301
Total		\$1,301	\$1,301

Attachments: Polaris Quote



POLARIS
SALES INC.

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

**Contact
Information:**

Name: Judson Hopping
Email: jhopping@lbtsfire.com
Phone:
Fax:

Bill To:
Lauderdale-by-the-Sea Fire
Department

Ship To:

QUOTE

gov.info@polaris.com
www.polaris.com

Quote Number: QUO-04987-M2T7H7
Revision #: 1
Date: 8/16/2019 11:20 AM
Quote Expires: 9/15/2019

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	60 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R19RRE99AD	1	RANGER XP 1000 EPS, Pearl White - 49 State	\$16,899.00	\$16,064.58	\$16,064.58
2882911	1	1000 Poly Sport Roof	\$329.99	\$282.61	\$282.61
2882714	1	1000 Polaris HD 4500 LB Winch (steel cable)	\$619.99	\$530.97	\$530.97
2882531	1	XP 1000 Upper Front Brushguard (1000 / Crew 1000 req 2882531)	\$259.99	\$222.66	\$222.66

Comments: Based on timing of any award, color options are subject to change

SUBTOTAL	\$17,100.82
INSTALL*	\$200.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$17,300.82

*Installation Pricing is Open Market

Acceptance and Payment Information



POLARIS
SALES INC.

Polaris Sales Inc

2100 Hwy 55, Medina (Hamel), MN 55340

Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com

www.polaris.com

Wire Payment:

US Bank

602 2nd Ave South

Minneapolis, MN 55402

Phone: 1-888-799-4737

ABA#: 091 000 022

Acct#: 1 702 2513 9170

Ref: Polaris Direct Lauderdale-by-the-Sea XP 1000

PO#:

Ship To Address:

Name:

Address:

Address:

Address:

City, State & ZIP:

Contact Name:

Phone:

Alternate Contact Name:

Alternate Phone:

Email:

Billing Address:

Name:

Address:

Address:

Address:

City, State & ZIP:

Contact Name:

Phone:

Alternate Contact Name:

Alternate Phone:

Email:

Credit Card Holder:

Credit Card Type: VISA / Mastercard

Card Number:

Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Lucila Lang / Steve D'Oliveira

Submitting Department: Finance / Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Contingency Fund Request to Upgrade IT Infrastructure and Town Hall Window Tinting

Explanation:

It has become apparent to Town Staff, following a thunderstorm in mid-August that temporarily knocked out the Town's e-mail server, that we need to upgrade our IT infrastructure sooner rather than later. Staff would like to start implementing these upgrades, recommended by Giaspace and another vendor, before the new fiscal year begins on October 1. We fee these are important upgrades that must be addressed right away

In the past month, the Town has upgraded our Comcast wireless services in Jarvis Hall. We are almost finished with the data cabling project we started earlier this month, needed before switching over later to fiber-optic.

The e-mail upgrade will allow us to switch from a server-based e-mail system in Town Hall to a cloud-based Microsoft Office 365 system. The second IT proposal will allow us to start a more comprehensive IT overhaul, including replacing old computers, upgrading key servers and other miscellaneous IT improvements.

Window tinting in Town Hall would help us mitigate our current AC issues.

Recommendation: Authorize the following transfer:

Account	Account Title	From:	To:
001.519.000.500.497	Contingency	\$30,924	
001.519.000.500.511	Computer Expense		\$22,612
001.541.100.500.520	Building Maintenance		\$8,312
	Total	\$30,924	\$30,924

1. E-Mail Upgrade \$2,330 includes \$10 per user account migration
2. IT Upgrades \$20,282
3. Town Hall Window Tinting \$8,312

Attachments: 1. GiaSpace Quote
2. Pro-Install Quote



GIA SPACE

QUOTE

Date	Quote #
08/19/19	AAAQ2048

Sold To: Lauderdale-By-The-Sea
Neysa Herrera
4501 N OCEAN DRIVE
Fort lauderdale, FL 33308
United States

Phone: (954) 640-4200
Fax:

Ship To: Lauderdale-By-The-Sea
Neysa Herrera
4501 N OCEAN DRIVE
Fort lauderdale, FL 33308
United States

Phone: (954) 640-4200
Fax:

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
	Robert		

Ln #	Qty	Description	Unit Price	Ext. Price
1		SCOPE OF WORK		
2	1	Create Account for LBTS Create Office 365 domain Review Migration Instructions for Exchange 2010 Confirm with site what users/mailboxes will need to be migrated over Create AD sync between onprem Exchange and Azure Verify passwords and user accounts sync properly Add all domains needed for LBTS to Office 365 Perform Migration to Office 365 using built in utility Verify initial migration is completed for calendar, contacts and emails on all users Confirm go-live date for final migration Change MX records *unless Reflexion is kept, otherwise change Reflexion settings to 365 Modify local autodiscovery records to point to 365 Distribute guides to site for mobile setup of emails Once migration and MX record change is complete, disable Exchange services on Clerk-SBS Verify users Outlook opens and points to Office 365	\$1,950.00	\$1,950.00
3		OFFICE LICENSES NEEDED		
4	20	Office 365 Hosted Exchange E3 licenses are \$10 dollars more a month if needed we can apply later and would remove the need for the Barracuda Archiver and gives office applications included. Exact number will reflect mailboxes in use. User list sent over for scrubbing.	\$10.00	\$200.00

Ln #	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$1,950.00
			Sales Tax	\$0.00
			Shipping	\$0.00
			Total	\$1,950.00

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. FOR EARLY TERMINATION OR DEFAULT IN PAYMENT REFER TO THE MASTER SERVICE AGREEMENT: <https://www.giaspace.com/about-us/master-service-agreement/>



GIA SPACE

QUOTE

Date	Quote #
06/30/19	AAAQ2049

Sold To: Lauderdale-By-The-Sea
Steve D'Oliveira
4501 N OCEAN DRIVE
Fort lauderdale, FL 33308
United States

Phone: (954) 640-4200
Fax:

Ship To: Lauderdale-By-The-Sea
Steve D'Oliveira
4501 N OCEAN DRIVE
Fort lauderdale, FL 33308
United States

Phone: (954) 640-4200
Fax:

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
	Robert		

Ln #	Qty	Description	Unit Price	Ext. Price
1		TOWN HALL * Cables cleaned up in the server area and placed in a wall mount * 2 Ubiquiti Switches to replace old switches that are maxed out (24/48) * 2 Ubiquiti APs to extend and upgrade the Wireless Coverage in the area (Corp) * ATT/Comcast Fiber as Primary and move the Comcast to Failover (Remove T1) * Move on-premise Exchange to Office 365 * Install new server to be the Hyper-V host of the existing servers (SBS & FIN-DEV) * Replace E-silo with Arcserve to have better control over the Offsite Backups * Replace pcs that need to be refreshed and try to standardize the batch * Install a server cart to remove the shelving that is there today to properly mount the equipment		
2	1	PowerEdge: PowerEdge Rack Server Trusted Platform Module (TPM): No Trusted Platform Module Chassis Configuration: Chassis with up to 8, 2.5quot; Hard Drives, up to 2 PCIe Slots (With Optional Riser) Processor: Intel® Xeon® E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz Additional Processor: Intel® Xeon® E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz Processor Thermal Configuration: 2 CPU up to 160W Memory DIMM Type and Speed: 2666MT/s RDIMMs Memory Configuration Type: Performance Optimized Memory Capacity: (4) 32GB RDIMM 2666MT/s Dual Rank RAID Configuration: RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs) RAID Controller: PERC H730P RAID Controller, 2GB NV Cache Hard Drives: (4) 960GB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive, 3 DWPD, 5256 TBW Operating System: Windows Server® 2016,Standard,16CORE,Factory Inst,No MED,NO CAL Licenses: Windows Server® 2016,Standard Ed, Add	\$15,041.44	\$15,041.44

Ln #	Qty	Description	Unit Price	Ext. Price
		License,16CORE,NO MEDIA/KEY OS Media Kits: Windows Server® 2016,Standard,16CORE, Media Kit Client Access Licenses: (2) 10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter) Embedded Systems Management: iDRAC8, Enterprise with OpenManage Essentials,Server ConfigMgmt Network Daughter Card: Intel i350 Quad Port 1GbE BASE-T, rNDC Internal Optical Drive: DVD+/-RW, SATA, Internal Power Supply: Dual, Hot-plug, Redundant Power Supply (1+1), 750W Power Cords: (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America Bezel: Dell EMC QSYNC Bezel for PE R630,8HDD Power Management BIOS Settings: Performance BIOS Setting Advanced System Configurations: UEFI BIOS Boot Mode with GPT Partition Rack Rails: ReadyRails Sliding Rails With Cable Management Arm System Documentation: No Systems Documentation, No OpenManage DVD Kit Remote Consulting Services: Declined Remote Consulting Service Service: 3 Year ProSupport and NBD On-site Service		
3	1	Migration Labor - Flat Rate \$2500 (MSP Contract) Migrate all the data and programs from the 2 existing servers Upgrade the Domain Rack the new server and remove the old servers Migrate the email to Office 365/Hosted Exchange Rack the switches and move the cables All work will be done during Mon-Friday 8am-5pm est Vendors of the existing software will be contacted to assist in moving the applications ** If the server is going to be moved to the datacenter, RDS licensing and reconfigurations will be made to accomodate. Labor for these changes will be covered under this Scope of work.**	\$2,500.00	\$2,500.00
4	1	Ubiquiti UniFi Switch - 24 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty	\$446.79	\$446.79
5	1	Ubiquiti UniFi Switch - 48 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty	\$880.00	\$880.00

Ln #	Qty	Description	Unit Price	Ext. Price
6	2	Ubiquiti UniFi IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet - Wall Mountable, Ceiling Mountable -	\$142.35	\$284.70



- 7
- DEV CENTER
- * Cables cleaned up in the closet area and placed in a wall mount
 - * 1 Ubiquiti Switches to replace old switches (24)
 - * 2 Ubiquiti APs to extend and upgrade the Wireless Coverage in the area (Corp)

8	1	Ubiquiti UniFi Switch - 24 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty	\$446.79	\$446.79
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9	2	Ubiquiti UniFi IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet - Wall Mountable, Ceiling Mountable -	\$142.35	\$284.70
---	---	--	----------	----------



- 10
- JARVIS HALL - INSTALLED IN THE PAST MONTH
- * 1 Ubiquiti AP to extend and upgrade the Wireless Coverage in the area (Jarvis Hall)
 - * Review the switches in the closet and remove the Linksys router with Meraki
 - * Dedicated Comcast Modem need to confirm the area has

- 11
- COMMUNITY CENTER -
- * 1 Ubiquiti AP to extend and upgrade the Wireless Coverage in the area (Guest)
 - * Remove the Linksys router currently there

Ln #	Qty	Description	Unit Price	Ext. Price
12	1	Ubiquiti UniFi IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet - Wall Mountable, Ceiling Mountable -	\$142.35	\$142.35



13	1	Ubiquiti UniFi Ethernet Switch - 8 Ports - Manageable - Twisted Pair - Desktop - 1 Year Limited Warranty	\$125.81	\$125.81
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SubTotal	\$20,152.58
Sales Tax	\$0.00
Shipping	\$129.95

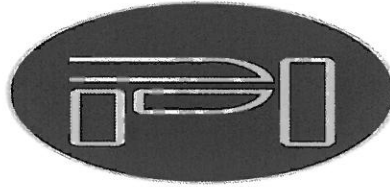
Total \$20,282.53

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. FOR EARLY TERMINATION OR DEFAULT IN PAYMENT REFER TO THE MASTER SERVICE AGREEMENT: <https://www.giaspace.com/about-us/master-service-agreement/>



CONTACT INFO
HANK BOBROWSKI
754-207-4133
WEBSITE WWW.PROINSTALL.PRO
EMAIL INFO@PROINSTALL.PRO



PRO-INSTALL WINDOW TINTING

Customer Name Date

Address

Phone Number

Estimate Detail / Job Description

Line Item

Line Item

Line Item

Line Item

Line Item

Line Item

Line Item

Film Brand / Selection



Total Cost Estimate

TAX

TOTAL

Hank Bobrowski 754-207-4133
Email Info@proinstall.pro
Website <http://www.proinstall.pro/>



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Judson Hopping / Ken Rubach

Submitting Department: LBTS VFD / Municipal Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

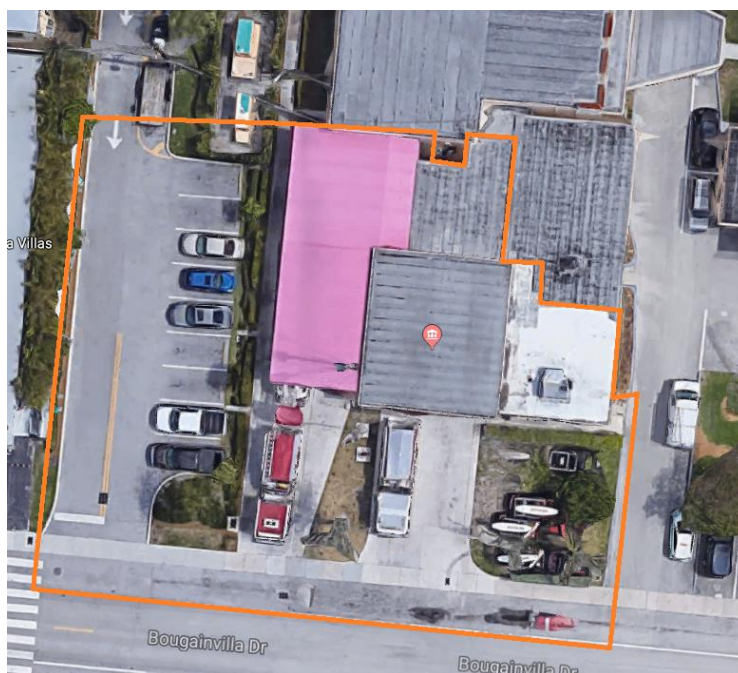
Subject Title:

Guaranteed Maximum Price (GMP) for Fire Station #12 Site Improvements

Explanation:

Our Construction Manager at Risk continuing services contractor, State Contracting & Engineering Corporation (SCEC), has submitted the attached Guaranteed Maximum Price (GMP) Proposal (Exhibit 1) of \$355,387.

These exterior improvements include, but are not limited to, a new storm sewer that will reduce ponding in the right of way, replacement and expansion of existing concrete driveways/pads to optimize storage of equipment as well as improve overall use of the space. The concrete work will also include the modification of the existing sidewalks along the building to create a ramp to improve ADA accessibility. A longer, taller canopy will be installed to better cover the fire apparatus and equipment in order to provide better protection against the outdoor elements.



Station #12 Project Limits

The FY19 & proposed FY20 VFD budgets have funds allocated to cover the costs of this project. By proceeding with the Fire Station construction concurrently with Bougainvillea/Poinciana project, the Town will realize some savings associated with the contractor's fixed costs. These savings have been built into the GMP.

Recommendation:

Authorize the Town Manager to execute an agreement with State Contracting & Engineering Corporation to make site improvements to Fire Station #12 for a guaranteed maximum price of \$355,387 after the agreement has been approved as to form by the Town Attorney.

Attachments: 1. Fire Station GMP



Fire Station #12 Site Improvements Town of Lauderdale-By-The-Sea



Guaranteed Maximum Price Proposal

Submitted 7.18.19
5391 N Nob Hill Rd
Sunrise, FL 33357
P: 954.923.4747, ext 103
Contact: Paul Carty, LEED AP

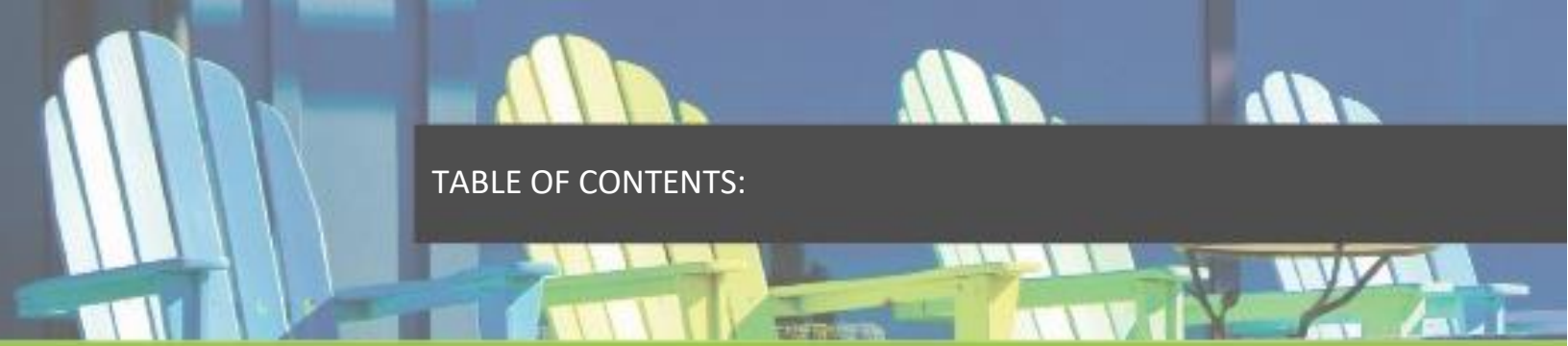


TABLE OF CONTENTS:

Section 1: Introduction

Section 2: GMP Proposal

Section 3: Qualifications

Section 4: Phasing – Staging Plan

Section 5: Schedule

Section 6: Contract Drawings

Section 7: Bidder's List



SECTION 1: INTRODUCTION

Introduction:

SCEC has compiled our GMP for the following project:

Fire Station #12 Site Improvements

Our overall GMP cost included in Section 2.

The GMP is based on schedule of work shown in our phasing plan.

The new awning is based on discussion in the field, and the new canopy will extend approximately 21' farther west than the current one.





SECTION 2: GMP PROPOSAL

GMP Proposal:

See attached documents as follows:

1. GMP Estimate Summary
2. General Conditions detail
3. Bid Tabulation by CSI Division





ESTIMATE SUMMARY

LBTS Fire Station Upgrades

ESTIMATE NO./REF. 43663
TIME TO COMPLETE (days): 90
PROJECT NUMBER: LBTS WO-05
LOCATION/OWNER: Town of Lauderdale by Sea
BID DATE: July 16, 2019

1	2	3	4	5	6	7	8	60.62	10
Div. No.	CSI Cost Code	Bid Package	Description of Work	Bid Amount	Name of Bidder	Number Bids	% Low	Bid Package	MWBE
Division 01 - General Requirements									
01	-	01450	Testing Services	1,160	Nutting	1	-	-	-
01	-	-	Pre Construction Services	1,500	SCEC	1	-	-	-
01	-	00360	Permits	1	By LBTS	1	-	-	-
01	-	01105	General Conditions	38,237	SCEC	0	-	-	-
Division 02 - Existing Conditions									
02	02 40 00	02220	Demolition	29,500	Alpha	4	7.81%	-	-
02	-	-	MOT	4,200	SCEC	1	-	-	--
Division 03 - Concrete									
03	03 30 00	03300	Concrete Shell	45,166	Homstead	2	7.61%	-	-
Division 05 - Metals									
05	05 50 00	05500	Handrails	1	None	1	-	-	-
Division 13 - Special Construction									
13	13 00 00	05160	Canopy	54,540	Hoover	1	-	-	-
Division 22 - Plumbing									
22	22 00 00	15400	Plumbing	1	w/Utilities	1	-	-	-
Division 26 - Electrical									
26	26 00 00	16050	Electrical	1	By LBTS	1	-	-	-
Division 31 - Earthwork									
31	31 00 00	02300	Earthwork & Drainage	112,565	Stanford	2	18.38%	-	-
31	31 10 00	02370	Erosion & Sedimentation Controls	400	SCEC	1	-	-	-
31	31 00 00	02360	Termite Control - Soil Treatment	650	Accurate	1	-	-	-
Division 32 - Exterior Improvements									
32	32 10 00	02370	Concrete Paving	1	w/Shell	1	-	-	-
32	32 00 00	02820	Fence and Gate	3,535	Tropic	1	-	-	-
32	32 80 00	02810	Irrigation		Allowance	1	-	-	-
32	32 90 00	02945	Landscape Plants	7,914	Tindall	1	-	-	-
32	32 00 00	02920	Misc Patching and Site Restoration	3,720	SCEC	1	-	-	-
Division 33 - Utilities									
Estimate Sub Total Direct Cost =				303,084					
OCP INSURANCE -									
GENERAL LIABILITY INSURANCE 1.200%				3,637					
BUILDERS RISK INSURANCE -					Not Required				
SUB TOTAL WITH INSURANCE				306,721					
BOND 1.238%				3,796					
SUB TOTAL WITH BOND				310,517					
CM FEE				27,947					
SUB TOTAL WITH FEE				338,463					
OWNERS CONTINGENCY				16,923					
Estimate Grand Total =				355,387					



General Conditions

LBTS Fire Station Upgrades

ESTIMATE NO./REF. 43663
TIME TO COMPLETE (days): 90
PROJECT NUMBER: LBTS WO-05
LOCATION/OWNER: Town of Lauderdale by Sea

1	2	3	4	5	6	7	8	9	10	11
Div. No.	CSI Cost Code	Enter Quantity	Unit	Description of Work	Unit Cost	Labor Burden	not used	not used	Total Unit w/Tax & Burden	TOTAL
Construction Phase Fee (CM Staff)										
01	01 30 00		Week	Project Executive	2,500.00	28%			3,200.00	\$ -
01	01 30 05		Week	Project Manager	2,308.00	28%			2,954.24	\$ -
01	01 30 15	1.00	Week	APM/Project Engineer	1,800.00	30%			2,340.00	\$ 2,340
01	01 30 20	9.00	Week	Superintendent	1,770.00	35%			2,389.50	\$ 21,506
01	01 30 25		Week	Assistant Superintendent	1,500.00	35%			2,025.00	\$ -
01	01 30 30	1.00	Week	Project Coordinator	1,057.00	29%			1,363.53	\$ 1,364
01	01 30 35		Week	Project Accountant	1,538.46	29%			1,984.62	\$ -
01	01 30 40		Week	Safety/Quality Control	2,000.00	30%			2,600.00	\$ -
									-	\$ -

Subtotal Direct Supervision CM Staff \$ 25,209

Div. No.	CSI Cost Code	Enter Quantity	Unit Measure	Description of Work	Unit Cost				Total Unit w/Tax	TOTAL
----------	---------------	----------------	--------------	---------------------	-----------	--	--	--	------------------	-------

General Conditions

Support - Field Staff										
01			Month	Vehicle and Mileage - PM	1,000.00				1,000.00	\$ -
01		2	Month	Vehicle and Mileage - Super	1,000.00				1,000.00	\$ 2,000
01			Month	Vehicle and Mileage - Assistant Super	800.00				800.00	\$ -
01		2	Month	Communications (cellular)	120.00				120.00	\$ 240
01	01 52 20		Month	Field Office Rental	500.00				500.00	\$ -
01	01 52 21		LS	Field Office Setup	350.00				350.00	\$ -
	01 52 26		Month	Computer Systems	500.00				500.00	\$ -
01	01 31 02		Month	Postage & Courier	50.00				50.00	\$ -
01	01 31 01		Month	Office Supplies	106.00				106.00	\$ -
01	01 51 40	2	Week	Water, Ice and Cups	124.00				124.00	\$ 248
01	01 35 02		Month	Safety Supplies	79.50				79.50	\$ -
01	01 52 16	1	Month	First Aid Supplies	79.50				79.50	\$ 80
01	01 35 03		Each	Fire Extinguishers	88.50				88.50	\$ -
01	01 30 03	1	LS	Blueprints & Copies	200.00				200.00	\$ 200

Subtotal General Conditions \$ 2,768

Division 01 - General Requirements

Field Office & Yard										
01	01 74 13	6	Week	Daily Cleanup	900.00	45%			1,305.00	\$ 7,830
01	01 52 13		Month	Temporary Storage Containers	150.00				150.00	\$ -
01	01 52 13		Each	Temporary Storage Delivery/Pickup)	200.00				200.00	\$ -
01	01 56 26	200	LF	Temporary Fencing	3.50				3.50	\$ 700
01	01 56 26		Each	Temporary Fence Gates	600.00				600.00	\$ -
01	01 56 29	200	LF	Temporary Wind Screen	3.00				3.00	\$ 600
01	01 58 13		LS	Job Signs	1,000.00				1,000.00	\$ -
01	01 51 19	3	Month	Portable Toilets	110.00				110.00	\$ 330
01	01 74 19	1	Load	Trash Dumpsters & Fees	600.00				600.00	\$ 600
01	01 95 01	1	LS	Misc. GC Expense	200.00				200.00	\$ 200
01	01 74 23		LS	Final Cleaning					-	\$ -
01			LS	Pressure Cleaning	2,500.00				2,500.00	\$ -

Subtotal General Requirements \$ 10,260

TOTAL 38,237

ALPHA WRECKING

DEMOLITION CONTRACTORS

601 NW 12th Avenue – Suite A
Pompano Beach, FL 33069
PHONE-954-587-3700 FAX-954-587-3999

"WE BREAK IT BETTER"

DEMOLITION PROPOSAL

7/16/2019

IOB #: 19-3493

State Contracting & Engineering

3800 N 29th Avenue

Hollywood, FL 33020

Office Phone: 954-923-4747

Office Fax: 954-922-3755

Attn: Penny Harding

E-mail: pharding@statecontracting.com

LBTs Fire Station 12, 4504 Bougainvillea Dr, Lauderdale-by-the-Sea, FL 33308

We Will Perform all the Following for the Lump Sum Amount of:

\$29,500.00

Demo as noted on Sheets D1, C1 by: Flynn Dated: 6/5/19 & as generally described below:

Demolish & Remove into Dumpsters or Tractor Trailers Provided by ALPHA

- Awning
- Asphalt pavement (lime rock base to remain)
- Sidewalk
- Concrete driveway
- Chain link fence
- Landscape
- Miscellaneous shrubbery/small trees in the way of items to be demolished only-other Tree removal not included
 - Upon completion the site will be left free of any debris created by our work & the demo areas left rough graded.

Project Specific Notes: All Temporary Construction Fencing and/or Tree Protection/Removal/Relocation or catch basin underground utility line removal is not included & shall be by others. This Work specified in this Proposal is to be performed in (1) equipment mobilization.

DEMOLITION PERMIT, SUB-CONTRACTOR PERMITS & UTILITY DISCONNECTS: ALL PERMITS & UTILITY DISCONNECTS, CAPPING BY GC/OTHERS & All Tree Permits/Fees to be provided by others prior to DEMO by ALPHA

DEMO GENERAL CONDITIONS/CLARIFICATIONS

- **ALL SALVAGE RIGHTS FOR THE SCRAP METALS AT THIS PROJECT GO TO ALPHA WITHOUT EXCEPTION**
- **GC/OTHERS TO PROVIDE DEMO PERMIT & ARRANGE FOR ALL UTILITY DISCONNECTIONS REQUIRED**
- **GC/OTHERS TO PROVIDE: TEMPORARY WATER & POWER/ FENCING, SIGNAGE & BARRICADES AS REQUIRED**
- **GC/OTHERS TO PROVIDE CITY ISSUED FIRE HYDRANT WATER METER to supply water FOR DUST CONTROL**
 - **ALPHA to PROVIDE** all connections/hoses/nozzles & Labor to connect to the Fire Hydrant Meter for Dust Control
- **EXCLUSIONS:** NO BACKFILLING/COMPACTING – NO FILL MATERIAL SHALL BE TAKEN FROM NOR DELIVERED TO THE SITE BY ALPHA, DEMO LAYOUT, POST DEMO SEEDING/SODDING OF THE SITE, ENVIRONMENTAL CONTROLS (SILT FENCE/ETC.), MOT, DEWATERING, DEMO OF UNDERGROUND UTILITIES (PIPES/DRAINAGE STRUCTURES/MANHOLES/ETC.), CONSTRUCTION FENCING/GATES, SALVAGE FOR OWNER OR GC, PURGING/REMOVAL OF ANY BURIED TANKS AND/OR CONTENTS, TREE REMOVAL/TREE PROTECTION/TREE RELOCATION
UTILITY LINES SHOWN OUTSIDE BUILDING FOOTPRINT ARE **NOT** INCLUDED

NO ASBESTOS/FREON / MERCURY OR LEAD PAINT REMOVAL OR ANY HAZARDOUS MATERIAL HANDLING, REMOVAL OR DISPOSAL

THIS PROPOSAL IS GOOD FOR 60 DAYS. PRICING BASED ON CURRENT DISPOSAL FEES AND LOCATIONS AND NOT SUBJECT TO FRANCHISE FEES.

Payment terms: progress payments net 30 days not subject to retention.

We thank you for the opportunity to bid this work for you.

Sincerely,

Chris Willford-President

ALPHA WRECKING

MOBILE Phone: 954-203-9304

E-mail: chrisw@alphawrecking.com

DETAILS DEMOLITION INC

5379 Lyons Road
Coconut Creek, Florida 33073

Estimate

Date	Estimate #
6/29/2019	536

Name / Address
SCEC 5391 N Nob Hill Road Sunrise, Fl. For Job: Fire Station #12 4504 Bougainvilla Drive LBS

			Project
Description	Qty	Rate	Total
To be done in 4 phases: Scope: Saw Cutting and removal off site of the following: (1A) 75' x 10 ' area of 2 " asphalt (1B) 75'x 10' area of 2 " asphalt (2) 1193 sq ft of 4"-6" thick concrete driveway apron 325 sq ft of 4"-6" thick pedestrian sidewalk 175 sq ft of 4"-6" thick building sidewalk 26 cu yards of landscape dirt (area 6" below grade) (3) 2990 sq ft of 4"-6" thick concrete driveway apron 300 sq ft of 4"-6" pedestrian sidewalk 480 sq ft of 4"-6" property sidewalk Also phase (3): Demo canvas roof and fence as indicated Provide protection to surrounding areas, pressure clean end of day each day Exclude: 1. Provide temporary barriers along demo areas and maintain traffic plan. 2. Notify utility companies . 3. Removal of onsite trees and bushes/relocation to be done by others prior to demo of asphalt and concrete 4. Adding of base rock material. 5. Temporary drainage. 6. Backfill for any voids. 7. Utility relocation/location. 8. Asphalt pavement restoration 9. Grading, backfill, match existing elevations. 10. Layouts by customer. 11. Details Demolition Inc., shall not be held responsible for removal of unforeseen structures, excavation layout or damage to post tension cables, hidden or buried utilities caused by trucks or equipment. 12. All areas shall be free of obstructions prior to the arrival of Details Demolition Inc., 13. Dewatering		35,822.00	35,822.00
Thank you for the opportunity	Total		

DETAILS DEMOLITION INC

5379 Lyons Road
Coconut Creek, Florida 33073

Estimate

Date	Estimate #
6/29/2019	536

Name / Address
SCEC 5391 N Nob Hill Road Sunrise, Fl. For Job: Fire Station #12 4504 Bougainvillea Drive LBS

Project

Description	Qty	Rate	Total
Exclusions: Permits . Hazardous materials. Utility disconnect. Standby time due to circumstances unforeseen due to nature of the project shall be charged at per man hour rate of \$135.00			
Thank you for the opportunity		Total	

DETAILS DEMOLITION INC

5379 Lyons Road
Coconut Creek, Florida 33073

Estimate

Date	Estimate #
6/29/2019	536

Name / Address
SCEC 5391 N Nob Hill Road Sunrise, Fl. For Job: Fire Station #12 4504 Bougainvilla Drive LBS

Project

Description	Qty	Rate	Total
Thank you for the opportunity		Total	\$35,822.00



Homestead Paving, Co.

14550 Mable Street, Naranja, FL 33032

Phone: 305-258-1972, Fax: 305-258-2267

Terms and Conditions

- 1 All Layout, Surveying and Engineering are not included
- 2 Unless otherwise stated, concrete is 3000 psi
- 3 All testing to be provided by others.
- 4 Grading, subbase compaction completed by others
- 5 Utility locates to be the responsibility of the contractor.
- 6 Permits and inspections are the responsibility of the contractor.
- 7 Class V finished, reflectors and maintenance of traffic is the contractor's responsibility.
- 8 Unless otherwise stated, excavation (unless trench is specified), waterproofing, demolition, and backfill are excluded.
- 9 General Contractor/Owner must provide a concrete truck washout area on site.
- 10 ID Badges, biometrics, background checks and special pay wages are not included
- 11 Unless included as a line item, bond is not included.
- 12 Unless included as a line item, joint sealant is not included.
- 13 The General Contractor will incur additional costs for night or weekend work unless otherwise mentioned in the quote.
- 14 Any quote given without plans and/or specs are subject to changes once plans and/or specs are made available.
- 15 Unless mentioned as a line item, any decorative treatment (stamp, scoring, etc.) are excluded.
- 16 Curb Pad are not included.
- 17 Unless specified in quote, reinforcement does not include galvanized or epoxy coated.
- 18 Lift or walkway behind traffic railing to finish is to be supplied by others.
- 19 Proposal must be included as an attachment to the contract documents.
- 20 Any alteration or deviation from the above specifications involving extra cost of labor will only be executed upon written orders of the same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.
- 21 Payments are to be made within 45 days of billing date, thereafter a 1.5% interest rate will be charged to your account, on a monthly basis. If payment is not received by 60 days after date billed, we will Lien/Notice of non-payment on that job. Any Legal Fees will also be paid by Contractor.
- 22 On site mock-ups not included, unless stated on proposal.

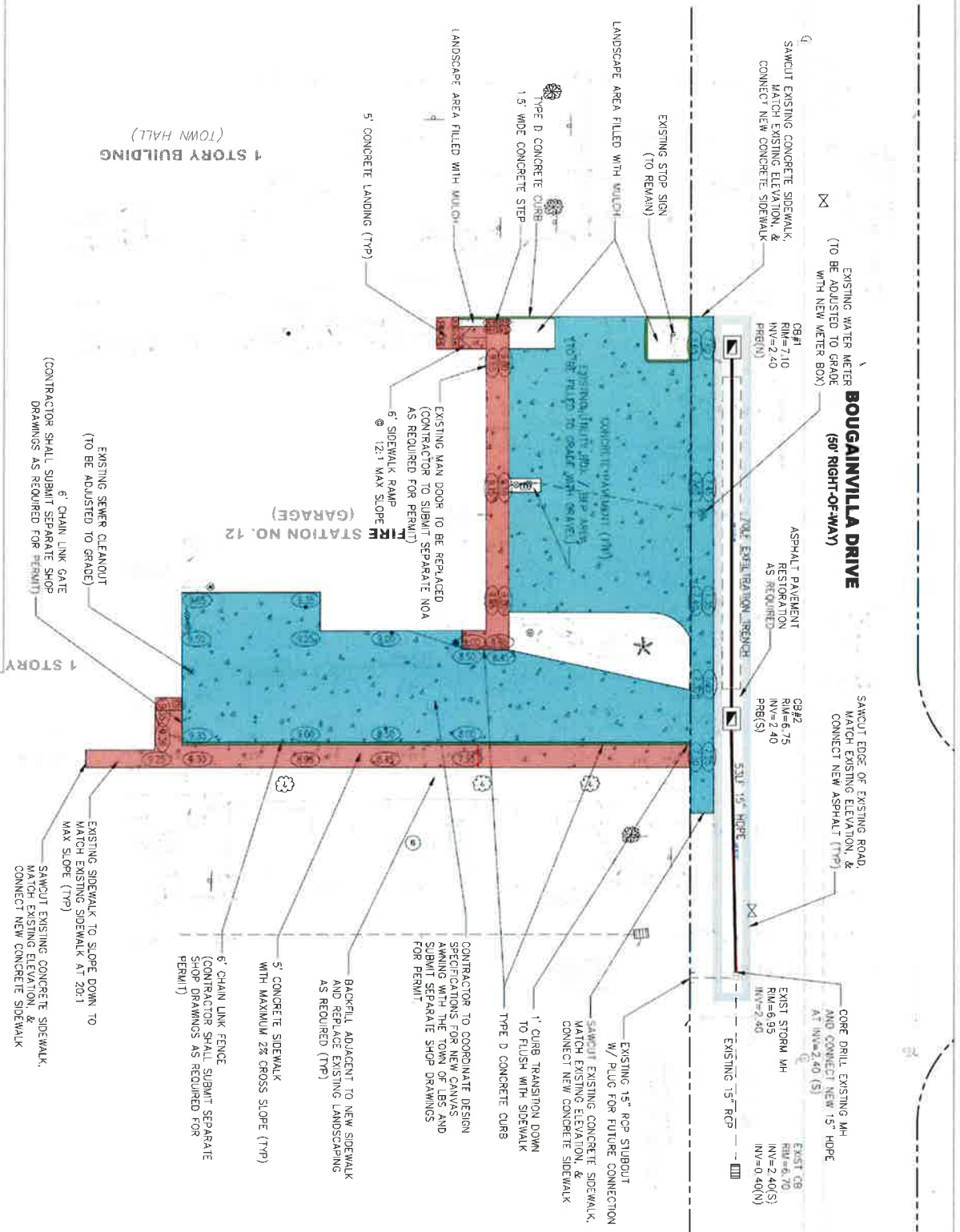
APPROVED BY: _____

DATE: _____

Note: Please sign and return back to us in order to begin process of submittal and scheduling

7" Concrete Pavement UNREINF
4" Concrete Sidewalk UNREINF
6" x 18" Type D Curb

5543.7 SQ FT
1151.4 SQ FT
168.8 FT



- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF LAUDERDALE-BY-SEA, FLORIDA SPECIFICATIONS AND STANDARDS FOR THE CITY OF LAUDERDALE-BY-SEA, FLORIDA.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAUDERDALE-BY-SEA, FLORIDA.
 3. THE LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 4. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY ACCESS TO ADJACENT PROPERTIES AND UTILITIES.
 5. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY ACCESS TO ADJACENT PROPERTIES AND UTILITIES.
 6. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY ACCESS TO ADJACENT PROPERTIES AND UTILITIES.
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VERICON DATA CORPORATION
1151.4 SQ FT
5543.7 SQ FT
168.8 FT

VERICON DATA CORPORATION
1151.4 SQ FT
5543.7 SQ FT
168.8 FT

NO.	DATE	DESCRIPTION
1	11/11/21	ISSUED FOR PERMIT
2	11/11/21	ISSUED FOR PERMIT
3	11/11/21	ISSUED FOR PERMIT

Job Title
FIRE STATION #12
SITE IMPROVEMENTS

Address
4504 BOUGAINVILLE DRIVE
LAUDERDALE-BY-SEA, BROWARD COUNTY, FLORIDA

Sheet Title
PAVING, GRADING, & DRAINAGE PLAN

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-SEA, FL 33308
PHONE (954) 522-1001 WWW.FLYNNENGINEERING.COM



Cobra Construction, Inc.

FL License: 96-1435-E

Date 7/12/2019

1-888-642-6272

South Florida Office:
4010 Thor Drive
Boynton Beach, FL 33426
Tel: (561) 276-3820
Fax: (561) 276-6067

www.cobrapavers.com

Proposal

Customer		Job Location	
Name	STATE CONTRACTING AND ENGINEERING	Name	FIRE STATION NO. 12
Address	5391 N. NOB HILL ROAD	Address	4504 BOUGAINVILLE DRIVE
City	SUNRISE St FL ZIP 33351	City	LAUDERDALE BY THE SEA St FL ZIP
Phone	954-923-4747 CEL 954-802-6578	Phone	Fax
Contact	LEAH GRIFFIN	Email	lgriffin@statecontracting.com

Qty	Unit	Description	Price	Total
SCOPE OF WORK:				
SUPPLY AND INSTALL: FORM ,POUR , AND BROOM FINISH 3,000 PSI OR LISTED PSI BROOM FINISH - NATURAL COLOR . (ALL WORK ON GRADE) SEE LINE ITEMS FOR DESCRIPTION .				
CONCRETE PAVEMENT, SIDEWALK AND CURBING				
180	LF +/-	CONCRETE TYPE D- CURB 6" x 18" HAND FORMED	\$ 18.95	\$3,411.00
880	SF +/-	PLAIN CONCRETE SIDEWALK 4" THICK NON REINFORCED	\$ 3.45	\$3,036.00
11	LF +/-	CONCRETE STEPS AND RISERS	\$ 19.75	\$217.25
567	SF +/-	PLAIN CONCRETE SIDEWALK 6" THICK NON REINFORCED	\$ 4.45	\$2,523.15
5,288	SF +/-	CONCRETE PAVEMENT 7" THICK NON REINFORCED 4,000 PSI BROOM FINISH , NATURAL COLOR , SAW CUT JOINTS 12' O.C. E.W. INCLUDES BOOM PUMP	\$ 5.44	\$28,766.72
1,065	LF +/-	JOINT SEALANT IN SAW CUT JOINTS EXCLUDES - TIE BARS AND DOWEL BARS	\$ 6.98	\$7,433.70
TOTAL				\$45,387.82

Based on Plan Page: CIVILS

Dated/Revised: 6/19/2019

Your Salesperson: **JOE SPADA 561- 436-1121**

Continued on Page 2



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Proposal

Customer		Job Location	
Name	STATE CONTRACTING AND ENGINEERING	Name	FIRE STATION NO. 12
Address	5391 N. NOB HILL ROAD	Address	4504 BOUGAINVILLE DRIVE
City	SUNRISE St FL ZIP 33351	City	LAUDERDALE BY THE SEA St FL ZIP
Phone	- Fax -	Phone	- Fax -
Contact	LEAH GRIFFIN	Email	lgriffin@statecontracting.com

PRICE IS GOOD THROUGH: 12/30/2019

CONTRACT TOTAL: \$45,387.82

TERMS AND CONDITIONS

1. All material and labor is guaranteed for a period of 1 year.
2. Customer is responsible for providing acceptable sub-base of 3-1/2" below finished grade for pavers or within +/- 1" to workable subgrade.
3. Quantities will be billed according to final field measurement.
4. All work changing the scope of this contract must be preceded by a signed Change Order / Extra work Order before any material can be ordered or work can be scheduled.
5. Customer / Contractor is required to carry sufficient levels of insurance coverage for property, theft, liability, fire, wind and other necessary insurance.
6. Title to all materials supplied is retained by Cobra Construction Inc. until paid in full.
7. Cobra Construction Inc. reserves the right to remove sufficient materials, whether in place or not, to satisfy the unpaid balance due.
8. Cobra is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
9. Cobra is not responsible for damage to underground sprinklers or utilities, sod or landscaping, dust removal, painting or stucco, during the normal course of construction.
10. Unless otherwise stated in proposal, Cobra is not responsible for permits, inspections, base material, vapor barrier, soil treatment, densities, testing, engineering, surveys, grade stakes, grading, clean-up, traffic control or M.O.T.
11. Past due accounts, 30 days or over, are subject to finance charges of 1.5% per month (18% annum). It is further understood and agreed that in the event it becomes necessary to engage the services of any collection agency or attorney to collect payment for services rendered or related charges, the customer agrees to pay reasonable attorney fees and all collection costs in both pre-judgement and post-judgement collection actions.
12. Venue for all actions arising out of this contract and or proposal or any transactions with Cobra Construction Inc., and or Cobra Pavers & Engineering Inc., or any of its affiliates is exclusively in Palm Beach County.
13. Cobra will not be responsible for the supply or installation of electrical grounding or bonding systems at pool decks or any other required areas.
14. Bonding is not included in proposal unless otherwise stated.

The proposal, price, specifications and conditions are satisfactory and are accepted.

15. Exclusions : Dowells and Tie- Bars , Curb Pads, Sidewalk Bases , Signage and Striping , All Testing , QC Plan, Excavation/Grading, Surveying M.O.T Barricades, Back Fill , Road Rock Base.

COBRA SIGNATURE: _____ CUSTOMER SIGNATURE: _____

DATE: _____ DATE: _____



Winner of over 80 National and International Awards Ft. Lauderdale Office 844 NW 9th Avenue Ft Lauderdale, FL 33311 954-764-1711	<i>Hoover Canvas Products Co., DBA</i>  HOOVER ARCHITECTURAL <i>Structured for you.</i>	Serving all of South Florida Since 1949 Palm Beach Location 5107 N. Australian Avenue West Palm Beach, FL 33407 561-844-4444
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INVOICE TO State Contracting & Engineering Corp.		PROJECT NAME Laud. by the Sea Fire	
STREET 5391 N. Nob Hill Rd.		STREET	
CITY, STATE, ZIP CODE Sunrise, FL 33351		CITY, STATE, ZIP CODE L.B.T.Sea, FL 33308	
CONTACT Leah Griffin	PHONE 954 923-4747	EMAIL lgriffin@statecontracting.com	
FABRIC	VALANCE LENGTH	SCALLOP #	BRAID COLOR
			TRIM COLOR
			FRAME PAINT COLOR

Fabricate and install one canopy on the North side of the building
 Approx. 87'-6" x 24'-0" and extending 8'-6" over alcove in back
 Canopy will extend approx. 21'-0" past West face of building and have
 Approx. 14'-0" of clearance
 Frame: All welded schd. 40 galv. steel – mill finish
 Cover: 17 oz. reinforced vinyl – choice of color
 Columns to anchor to existing slab or footers .

Note: If footers are required, they would be additional

ENGINEERING \$
FOUNDATIONS \$

****Permit Fees, Engineering Calculations, and/or Applicable Government Fees Additional if needed****

Additional Work: ****Customer is responsible for verifying all wire payment information by phone prior to sending any money electronically****
 Hoover does not perform any electrical work. Hoover does not replace pavers or any flooring materials. Hoover can coordinate these services at a fee of cost + 15%.
 Customer is responsible for any structural banking (costs & installation) that may be required at any time during the project.

Warranty:
 Please refer to Hoover's warranty at www.hooverap.com/warranty for all warranty information.

THIS IS A LUMP SUM CONTRACT UNLESS OTHERWISE STATED. We Propose hereby to furnish material and labor as described above. A Proposal in excess of \$5,000 will not be binding on Hoover until signed by an executive officer. Sales Person: <u>Peter Deibele</u> Date: <u>7/12/19</u> Hoover AP Exec: _____ Payment Terms: <u>Standard draw schd.</u>	PRICE	\$ 54,540.00
	PERMIT	See Note
	ENGINEER	Included
	TOTAL	54,540.00
	DEPOSIT	
	BAL DUE	

CANVAS AND VINYL AWNINGS WILL WRINKLE. Acceptance of Proposal- The above prices, specifications and conditions on the reverse side hereof are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. CBC128905 C.C. #77-76-AE U-15047 C.C. #1630	CUSTOMER PRINT NAME _____ SIGNATURE _____ DATE _____ I OWN THE PROPERTY ☐ YES ☐ NO I am a repeat customer ☐ YES ☐ NO
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TERMS AND CONDITIONS OF THIS SALE

1. Hoover Canvas Products Co., (hereinafter "Hoover" or "we") hereby warrants all materials to be as specified and that all work shall be performed in a workmanlike manner, according to accepted standard practices. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. HOOVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
2. "Customer" or "you" understands that all vinyl coated and fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct awnings, trim, and binding and Hoover cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.
3. Acrylic material is not waterproof. It has a tendency to leak when wet. (Sunbrella, etc.) Customer shall have a pro rated warranty on fabric, whether manufactured from vinyl-coated fabric or other fabric types, provided the awning has been maintained and cleaned regularly. The Customer's failure to maintain and clean the awning regularly could result in the fabric not meeting its intended life expectancy and voiding this warranty. Hoover recommends cleaning every three months.
4. Lateral arm awnings ("Retractable Awnings") are designed for sun protection only, not for rain protection. Hoover cannot warrant Retractable Awnings against collapse or damage resulting from rain, severe weather, or winds in excess of 30 m.p.h. During such time, the Customer is advised to keep these awnings retracted. Hoover recommends that Customer use only acrylic fabric with Retractable Awnings, use of any other fabric voids Hoover's warranty. Motion/wind sensors do not, in anyway, guarantee against damage from winds in excess of 30MPH.
5. Hoover shall not be responsible for loss or damage to Customer's business or property or injury or death to persons. For any risk, liability or responsibility assumed by the Customer and/or Owner under this Contract, or disclaimed by Hoover under this Contract (collectively, the "Assumed Risks"), the parties acknowledge and agree that: a) some of the Assumed Risks may be covered under insurance held by the Customer or the property owner; b) Hoover shall have no liability (in contract or in tort) to the Customer, property owner and/or third parties for any of the Assumed Risks, regardless of whether Hoover takes any action to avoid, limit or remedy any of the Assumed Risks; and c) such action or inaction on the part of Hoover shall not constitute a breach of this Contract or of any duty of care owed to the Customer, a property owner or third parties. Notwithstanding any other contrary provision in the Contract, Customer agrees to indemnify, hold harmless and defend Hoover from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, including reasonable attorneys' and expert fees, whether now known or hereafter known, foreseen or unforeseen, attributable in whole or in part to the Assumed Risks (the "Indemnity"). This Indemnity shall be capped at \$1 million dollars (US) and is given to Hoover in consideration for the warranty offered by Hoover hereunder (if applicable) and/or for the job pricing, which would be higher absent the Indemnity.
6. The parties agree that Customer's sole and exclusive remedy against Hoover shall be for the repair or replacement of any awning materials, which are defective when delivered. In no event shall Hoover be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the awning materials as delivered or installed must be reported to Hoover within twenty (20) days after the Customer receives the awning materials or it will be conclusively presumed that the awning materials were as ordered and were received in good condition. Notice to Hoover of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on the face of this agreement.
7. It is hereby expressly provided that although the said materials have been hereinbefore described, the materials delivered by Hoover hereunder shall be deemed to correspond with their description, when they correspond with the sample which has been produced to, examined and selected by the Customer. Since aesthetics is an important factor in our industry and since Hoover's services are essentially to transform canvas and metal into pleasing designs, it is sometimes necessary to alter Customer's layout and/or specifications to make them conform to available materials, acceptable tolerances and engineering or regulatory constraints. Hoover reserves the right to make such changes. Hoover also reserves the right to cancel this contract if engineering changes required by a governmental entity or permitting authority increase Hoover's materials and/or labor costs by more than 5%. Hoover is not obligated to advance any permitting or engineering fees on Customer's behalf.
8. Hoover will not be responsible for the usefulness of any frame not built or installed by us, unless we are authorized by the customer to rebuild same to Hoover's specifications. Hoover does not warrant against water leaks where awning meets wall when existing frames are recovered, unless such leaks are listed and addressed on contract. All awning materials used by Hoover have been treated with a mildew inhibitor. Mildew is micro-organic bacteria, which can grow on any material, metal, glass or plastics, BUT WE OFFER NO GUARANTEE WHATSOEVER THAT MILDEW WILL NOT OCCUR.
9. It is hereby expressly acknowledged, understood and agreed that this is a contract for a special order of custom fabricated goods and materials and the Customer cannot alter, revoke or cancel the same without the specific written consent of Hoover.
10. The estimated delivery date of this order is subject to contingencies beyond the control of Hoover, including, but not limited to fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, Acts of God and unavailability of the Customer. In the event of the occurrence of such contingency, the estimated delivery date shall be extended by equal duration to the extent of the duration of such contingency.
11. Customer agrees to pay Hoover the full balance of the purchase price immediately upon completion and delivery of the material and work to the Customer and time of such payment shall be of the essence. No back charges will be accepted. Hoover shall retain title to all goods pending receipt of the entire purchase price.
12. The Customer covenants and agrees that upon his default by the failure to pay any part of or the entire purchase price when due, or otherwise, Hoover shall, at its option, have the right to:
 - A. Without judicial action, take possession of all said property and all payment made by the Customer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Customer's possession. Permission is granted to re-enter the property to remove said property; Hoover is granted permission to re-enter the Customer's land or structure to remove said property; and/or,
 - B. Bring legal action to collect all monies due Hoover under the terms of this agreement; and/or,
 - C. Enforce and foreclose a lien against the said property without further notice to the Customer; and/or,
 - D. Void any warranties and pursue any other remedy available to said company in law or in equity.
13. The Customer covenants and agrees to pay reasonable attorney's fees and costs to Hoover in the event Hoover incurs such fees and costs in enforcing its rights under the terms of this contract, including attorney's fees incurred in obtaining and enforcing a judgment and/or pursuing on defending an appeal. Any legal action brought by either party shall be governed by Florida law and, shall, at Hoover's election, be brought in Broward County, Florida, or a different county if necessary to enforce Hoover's lien rights or other remedies.
14. This proposal by Hoover shall expire thirty (30) days after date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Customer. The only terms of the agreement between the Customer and Hoover are those set forth in this document, and these terms may be changed or modified only by a writing signed by both parties.
15. After acceptance of this proposal, any delay by the purchaser may result in a change of price corresponding to any change in the cost of labor or raw materials.
16. A charge of 1-1/2% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts.
17. Occasionally after installation, "pinholes" can be found in the awning cover. This is not a result of fabric quality, and does not affect the long-term performance of your awning cover. Should this occur, we will address the pinholes to keep water from coming through your awning cover. Once we have addressed this issue, we guarantee, that your awning cover will not fail as a direct result of the original pinholes, for a period of five (5) years from the date of installation.
18. Over time, awnings experience a great deal of environmental hardship from day-to-day exposure to the elements. This exposure may cause the awning cover to fade and lose color, become brittle and hard or even lose material surface from what is known as "plasticizer migration". Given these conditions, we know that removing a cover may result in any combination of the following conditions: "pinholes", cracks, small tears, wrinkles and/or "crazing". In addition, once awning covers are removed from the frame and reinstalled, they tend to readily attract dirt, smudges and marks. Therefore, if we remove awning cover from the frame for storage, cleaning and/or maintenance, we cannot guarantee or provide remedy against the above possible conditions. Any awning taken down, regardless of age, will get extremely dirty and Hoover Canvas Products cannot be held responsible for this occurrence. We recommend that awnings be thoroughly cleaned prior to any work being done, requiring awnings to be taken down.
19. Concerning warranties for jobs outside of Dade, Broward, Palm Beach and Martin counties. Hoover will not be responsible for any expenses incurred by Hoover to bring Hoover's labor, to and from the job site, or to bring the awning(s), to and from Hoover, including (without limitation): airfare, room and board, taxi's, rental cars, taxes, duty, labor cost to and from the job site, etc.
20. Customer acknowledges receipt from Hoover of exhibit "A" called "Statutory Disclosures".

Customer's signature: _____ Date: _____

STATUTORY DISCLOSURES
Hoover Canvas Products Co.
Exhibit "A"

CONSTRUCTION LIENS. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

THREE (3) DAY RIGHT OF RESCISSION (applicable only to residential homeowners). YOU ARE ENTERING INTO A CONTRACT THAT MAY RESULT IN A LIEN ON YOUR HOME. YOU HAVE A LEGAL RIGHT UNDER FEDERAL LAW TO CANCEL THIS CONTRACT, WITHOUT COST, WITHIN THREE BUSINESS DAYS FROM THE DATE YOUR CONTRACT IS FULLY EXECUTED (SIGNED BY BOTH PARTIES). IF YOU DECIDE TO CANCEL THIS TRANSACTION, YOU MAY DO SO BY: A] NOTIFYING HOOVER IN WRITING AT THE POSTAL ADDRESS OR E-MAIL ADDRESS SHOWN BELOW; B] USE ANY WRITTEN STATEMENT THAT IS SIGNED AND DATED BY YOU AND STATES YOUR INTENTION TO CANCEL; AND C] SENDING THE NOTICE NO LATER THAN THE THIRD BUSINESS DAY FOLLOWING FINAL EXECUTION OF YOUR CONTRACT. IF YOU SEND OR DELIVER YOUR WRITTEN NOTICE TO CANCEL SOME OTHER WAY, IT MUST BE DELIVERED TO HOOVER AT THE ADDRESS BELOW NO LATER THAN THE ABOVE SPECIFIED TIMEFRAME. IF YOU PROPERLY AND TIMELY CANCEL THE CONTRACT, HOOVER WILL REFUND YOUR DEPOSIT (SUBJECT TO CLEARANCE OF ANY DEPOSIT MADE BY CHECK) WITHIN 10 BUSINESS DAYS, NOT INCLUDING THE DATE HOOVER RECEIVES YOUR WRITTEN NOTICE OF CANCELLATION. ANY SUCH NOTICE OF CANCELLATION SHOULD BE ADDRESSED TO HOOVER CANVAS PRODUCTS CO., ATTN LUCIE FABIEN, 844 NW. 9TH AVE., FT. LAUDERDALE, FL 33311 EMAIL: LUCIE@HOOVERAP.COM.

CONSTRUCTION INDUSTRIES RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS. CONSTRUCTION INDUSTRY LICENSING BOARD, ATTN. RECOVERY FUND, 1940 NORTH MONROE STREET, SUITE 60, TALLAHASSEE, FL 32399, (850) 921-6539.



S/WBE - M/WBE
 400 EXECUTIVE CENTER DR. STE 210
 WEST PALM BEACH, FL 33401
 (561) 588-6681
 Fax (561) 284-6541
PROPOSAL

SURVEYING

July 12, 2019

TO: State Contracting & Engineering Corp.
 5391 N. Nob Hill Road
 Sunrise, FL 33351

Project: Fire Station 12
 4504 Bougainvillea Drive
 Lauderdale-By-The-Sea

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Supervision	1	LS		\$13,500.00
2	Demo Asphalt/Concrete	1	LS		\$32,000.00
TRENCH REPAIR					
3	Furnish and Place 16" Local Limestone Fine Grade, Compact, and Prime	180	SY	\$60.00	\$10,800.00
4	Furnish and Place 1.5" Asphaltic Concrete Wearing Surface Type SP12.5	180	SY	\$22.25	\$4,005.00
5	Excavation	1	LS		\$25,500.00
6	Subgrade 18" LBR 40 W/ Tensar Biaxial Geogrid	6870	SF	\$5.35	\$36,754.50
7	D Curb	60	LF	\$17.60	\$1,056.00
8	7" Concrete 4,000 PSI	6870	SF	\$6.30	\$43,281.00
9	Drainage Removals	1	LS		\$2,200.00
10	Inlet, Type C <10	2	EA	\$5,500.00	\$11,000.00
11	15" HDPE	63	LF	\$110.00	\$6,930.00
12	15" Perforated HDPE	70	LF	\$165.00	\$11,550.00
13	Connect to Existing Manhole	1	EA	\$1,760.00	\$1,760.00
14	Adjust and Replace Existing Meter Box	1	EA	\$550.00	\$550.00
15	Adjust Existing Sewer Cleanout	1	EA	\$550.00	\$550.00
16	1" Mill	175	SY	\$21.50	\$3,762.50

LAUDERDALE-By-SEA

JOBS

ADJUST & REPLACE

17	Furnish and Place 1" Asphaltic Concrete Wearing Surface Type SP9.5	355	SY	\$14.25	\$5,058.75
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TOTAL:					\$210,257.75
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***SEE SPECIAL CONDITIONAL SHEET**

****PRICE DOES NOT INCLUDE MOT**

*****PRICE DOES NOT INCLUDE RELOCATION OF TREES**

Matthew M. Donnell
Estimator



SPECIAL CONDITIONS

PROJECT: Fire Station 12

<u>EXCLUDES</u>	<u>INCLUDES</u>	<u>NOT APPLICABLE</u>	
X			Bond
X			Permit Fees
X			Density Tests & Proctors
X			Maintenance of Traffic
X			Layout, Record Drawings, As-Builts
	X		Clearing and Grubbing
	X		Fill material on site or off site
X			Removal of unsuitable material: muck, cap rock
	X		Stabilization
	X		Concrete
	X		Drainage
X			Irrigation
X			Landscaping, sod seed/mulch, no Handwork in planters
X			Striping
X			Liquidated damages

Note: Prices Good For 30 Days



(O) 772-221-8772 (F) 772-286-6514

BID: LBTS Fire Station 12

BID DATE: 7.16.19

PLAN DATE: 6.19.19

TO: STATE CONTRACTING

ATTN: LEAH

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>MOBILIZATION / GENERAL CONDITIONS</u>	1	LS	4,500.00	\$4,500.00
<u>DRAINAGE</u>				
DEMO 2 INLETS & 20 LF STORM PIPE	1	LS	2,400.00	\$2,400.00
CONNECT TO EXISTING MANHOLE	1	EA	1,700.00	\$1,700.00
4' DIA. CATCH BASIN	2	EA	3,400.00	\$6,800.00
21" POLLUTION RETARDANT BAFFLE	2	EA	680.00	\$1,360.00
15" HDPE	63	LF	40.00	\$2,520.00
15" HDPE EXFILTRATION TRENCH (3.25'x6')	70	LF	120.00	<u>\$8,400.00</u>
		<u>TOTAL DRAINAGE</u>		\$23,180.00
REPLACE EXISTING METER BOX	1	EA	450.00	\$450.00
ADJUST EXISTING SEWER CLEAN OUT	1	EA	430.00	\$430.00
		<u>TOTAL BID</u>		\$28,560.00

GENERAL CONDITIONS

- 1) This proposal is valid for 60 days. Beyond this, Sunline reserves the right to update pricing as required. Our scope covers only the work that is itemized on this proposal .
- 2) Our proposal is predicated on one mobilization with a continuous operation without interference of other trades and it is our assumption that all permits will be in place prior to commencement of work.
- 3) Our proposal does not include handling, removing and/or disposing of any trash, hazardous materials and/or contaminated soil that may be found on site. Any surplus material will be stockpiled on site.
- 4) We assume that all excavated material will be suitable for pipe foundation, bedding, and backfill. Our scope of work does not include any compaction or replacement of undisturbed ground.
- 5) Our scope does not include any restoration, repair, removal or relocation of: asphalt, concrete, landscaping, sod, fences or irrigation.
- 6) The removal, support or relocation of power poles is not included.
- 7) Survey and as-builts are not included. MOT and Density testing are not included.
- 8) Permit fees, bond fees and SWPP/NPDES provisions are not included.
- 9) This proposal does not include any cost for conflict and/or clearance resolution between mains, services, drainage or laterals unless specifically portrayed on the bid drawings.
- 10) All Underground Utilities will be installed prior to final subgrade. This proposal makes no provision for the installation or replacement of finished subgrade.
- 11) This proposal is based on retainage being reduced to 5% after 50% completion.
- 12) Sunline will not be responsible for damage to any underground piping or utilities that are unlocated or inaccurately represented, whether public or private.
- 15) No provisions are included for excavating, restraining, cleaning, televising or testing of existing lines.
- 16) Video inspection or Laser profiling of Drainage System is not included.

TINDALL GROWERS INC.
5340 SW 64 AVE
DAVIE, FL 33314
954 792 1181

Date:
6/27/2019

Proposal #

Customer:
State Contracting

Job Name:
LBTS fire station

QTY	DESCRIPTION	UNIT	TOTAL
3	Relocate 3 existing trees and palms offsite, less than a mile New site must be accessible with a machine and site conditions adequate.	\$ 1,650.00	\$ 4,950.00
32	Cocoplum hedge 7 gal, 30" ht	\$ 48.00	\$ 1,536.00
750	Floritam sod sq ft	\$ 1.25	\$ 937.50
5	planting soil c.y.	\$ 68.00	\$ 340.00
35	Melealuca mulch (bags)	\$ 4.30	\$ 150.50
			\$ -
	Watering of relocated trees is not included after instalation Removal of existing plants is not included		
	TOTAL		\$ 7,914.00

Due to hurricane Irma, some material may not be available. At the time of planting, the city, owner, and landscape contractor may need to adjust species or sizes. Adjustments in pricing may need to be made.

- 1) Sitework to prep for sod not included.
- 2) Permits are not included.
- 3) All work will be installed on Contractors grade.
- 4) Some material is not available as FL #1 in sizes specified.
- 5) Sod is not included, unless stated.
- 6) Sod, shrub and tree maintenance by others.
- 8) Hand watering of all material is only while install is being done.
- 9) Invasive / exotic plant removal by others, if needed.

LBTS Fire Station Upgrades

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: July 16, 2019
 Scope of Work: Misc Patching and Site Restoration
 Bid Package Number: 02920
 Cost Code: 32 00 00
 Division: 32

SCEC Estimate No/Ref: 4366300.00%
 Project Number: LBTS WO-05
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Measure	Unit	SCEC	Bidder 4	Bidder 5
RESTORATION						
Concrete Paving					0	
Sod (At Staging)					0	
Sod					0	
New Concrete Curbing					0	
Irrigation					0	
Asphalt 1.5" S-1					0	
Limerock base					0	
Seal Coating	800	SF		0.65	520	
New Striping	1	LS		500.00	500	
Dumpsters					0	
Patching - Materials	1	LS		200.00	200	
CREW & EQUIPMENT						
Skilled Labor	1	Week		2,500.00	2,500	
Labor					0	
Bobcat					0	
Concrete Buggy					0	
Fuel					0	
Pressure Cleaner					w/GC	
Concrete Saw Cuttign - Sub					0	
Asphalt Saw					0	
TOTALS:					3,720	0
BEST COMBINATION:		3,720 SCEC			0	0

SELECTED SUBCONTRACTOR:	SCEC	Notes:
Estimate Prepared by: PAC		1)
Estimate Reviewed by: BT		2)
		3)
		4)
		5)



SECTION 3: QUALIFICATIONS

Qualifications:

The following outlines the documents and general qualifications of our GMP proposal.

Bid Documents as follows:

Permit Plans prepared by Flynn Engineering dated 06/05/19. Qualifications and exclusions expressed or stated by SCEC in this document take precedence over the documents.

Division 01- GENERAL:

1. Cost proposal is based on one mobilization.
2. Cost estimate does not include Builders Risk or Professional Liability Insurance.
3. Cost estimate does not include any permit fees, capital improvement fees, connection fees or impact fees.
4. No ADA improvements outside the scope of work shown on the plans are included, including modification of handrails, doors, hardware, etc.
5. SCEC will utilize water and power sources on the existing campus with no sub-metering or utility consumption fees.

Division 03- CONCRETE:

1. No sealant included at saw cut joints.





SECTION 4: PHASING - STAGING PLAN

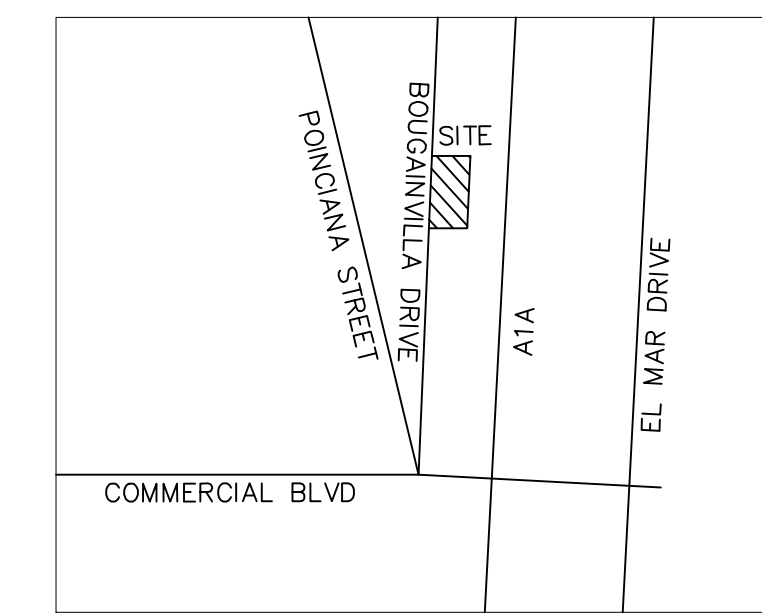
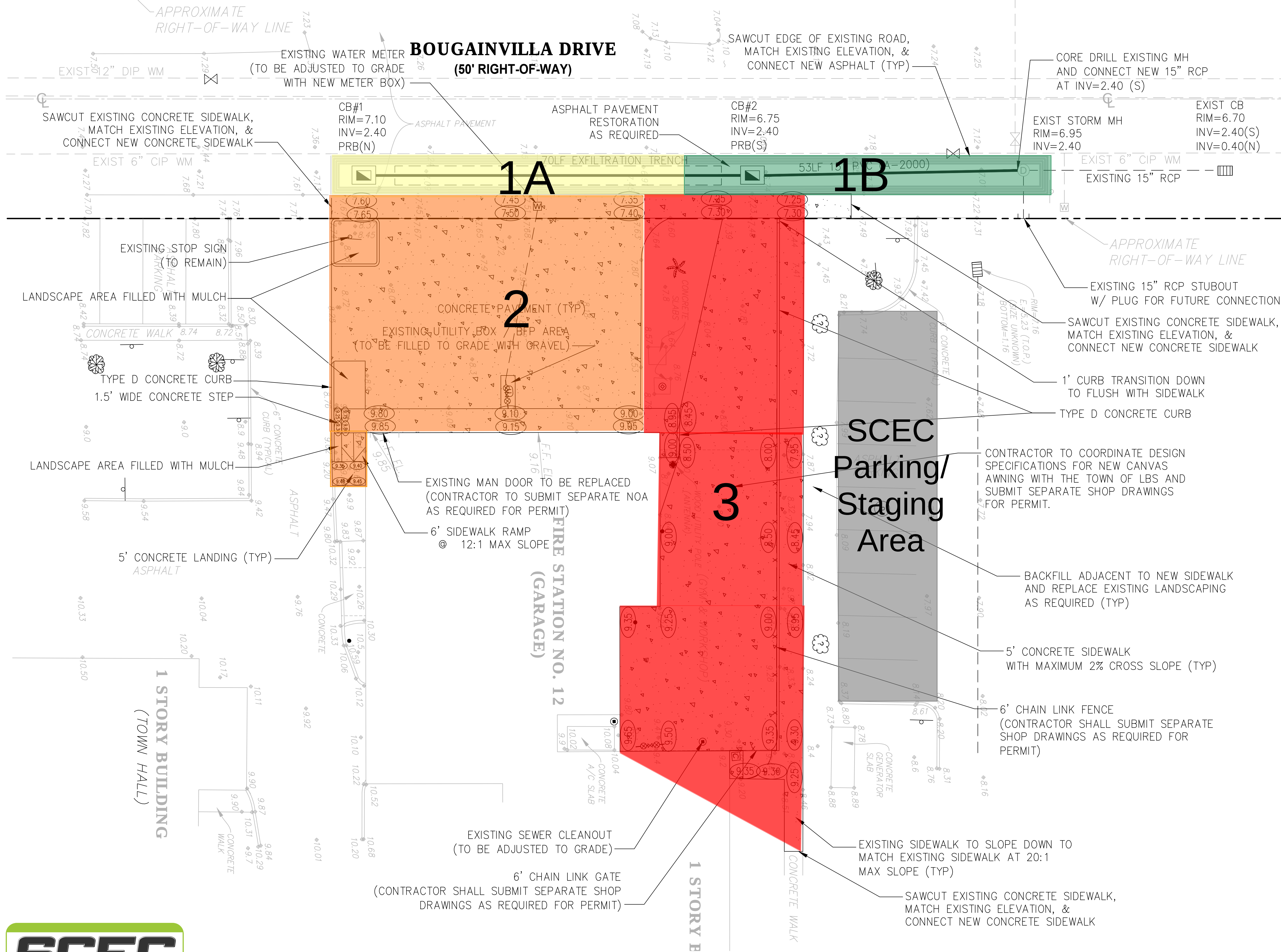
Phasing – Staging Plan:

See attached phasing/ staging plan. This phasing plan shows how SCEC will keep the impact of construction to a minimum.

SCEC understands that the loading dock needs to be operational during construction, and that the dumpster may need to be removed during any special events.



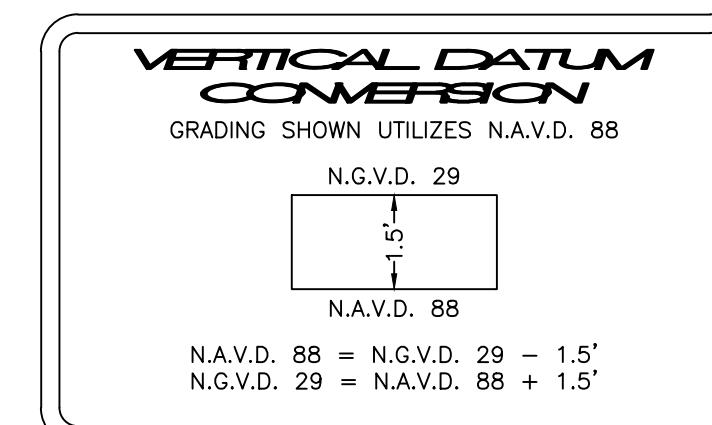
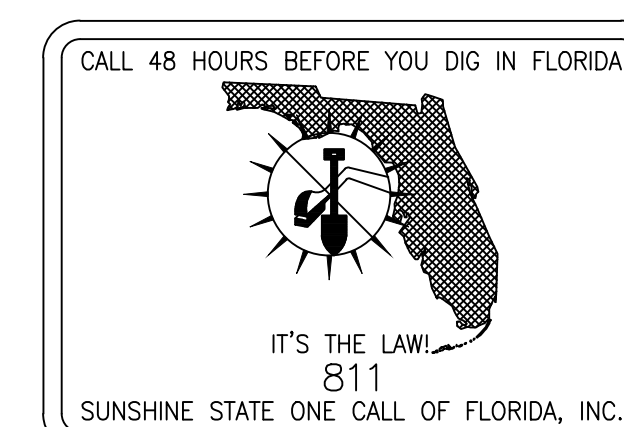
Phasing and Staging Plan



- | <div> <div>LOCATION MAP</div> <div>NTS</div> </div> | |
|---|---|
| LEGEND: | |
| | PROPOSED ELEVATION |
| | EXISTING ELEVATION |
| | EXISTING POWER POLE |
| | EXISTING CATCH BASIN |
| | PROPOSED CATCH BASIN
RECTANGULAR GRATE |
| | PROPOSED CATCH BASIN
ROUND GRATE |
| | SIAMESE FIRE DEPARTMENT
CONNECTION |
| | TEE |
| | WATER METER |
| | DOUBLE DETECTOR
CHECK VALVE |
| | REDUCED PRESSURE
BACKFLOW PREVENTOR |
| | DIRECTIONAL FLOW ARROW
AND GRAVITY SEWER |
| | PROPOSED MANHOLE |
| | WATER MAIN |
| | VALVE |
| | FIRE HYDRANT |
| | CLEANOUT |
| | EDGE OF PAVEMENT
(ASPHALT) |
| | DIRECTION OF SURFACE
DRAINAGE |
| | SAMPLE POINT |
| | EXIST. WATER MAIN |
| | YARD DRAIN (SQUARE) |
| | YARD DRAIN (CIRCULAR) |

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF LAUDERDALE BY THE SEA.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL GIVE TIMELY NOTIFICATION TO ALL UTILITY COMPANIES WITH FACILITIES IN THE AREA.
3. THE LOCATION OF EXISTING FACILITIES WERE PLOTTED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES, UTILITIES, AND SURVEY MARKERS.
5. MAXIMUM GRASS SLOPES SHALL NOT EXCEED 4:1.
6. CONTRACTOR SHALL COORDINATE GRADING PLAN WITH EXISTING LANDSCAPING
7. SURVEY INFORMATION BASED ON SURVEY PROVIDED BY AVIROM & ASSOCIATES, INC.
8. ELEVATIONS SHOWN ARE NAVD88.
9. RECTANGULAR CATCH BASIN AND YARD DRAIN GRATES SHALL BE INSTALLED SUCH THAT THE LONG AXIS OF GRATE PARALLELS THE CLOSEST ADJACENT WALK, BLDG., PROPERTY LINE, OR ROADWAY.
10. COORDINATE LOCATION IN FIELD OF ALL CATCH BASINS & YARD DRAINS WITH EXISTING LANDSCAPE TO AVOID CONFLICTS.
11. THIS PROPERTY LIES IN FLOOD ZONE X, ELEV = N/A
ON FIRM PANEL 12011 C0378 H,
DATED 8/18/14.





SECTION 5: SCHEDULE

Schedule:

SCEC anticipated approximately 2 months for construction.





SECTION 6: CONTRACT DRAWINGS

Contract Drawings:

Date	No.	Title
06/05/19	D1	Site Demolition Plan
06/05/19	C1	Paving, Grading, & Drainage Plan
06/05/19	C2	Paving Marking, Paving, Grading, & Drainage Detail



SITE DEMOLITION PLAN

Sheet Title

4504 BOUGAINVILLE DRIVE
LAUDERDALE BY THE SEA, BROWARD COUNTY, FLORIDA

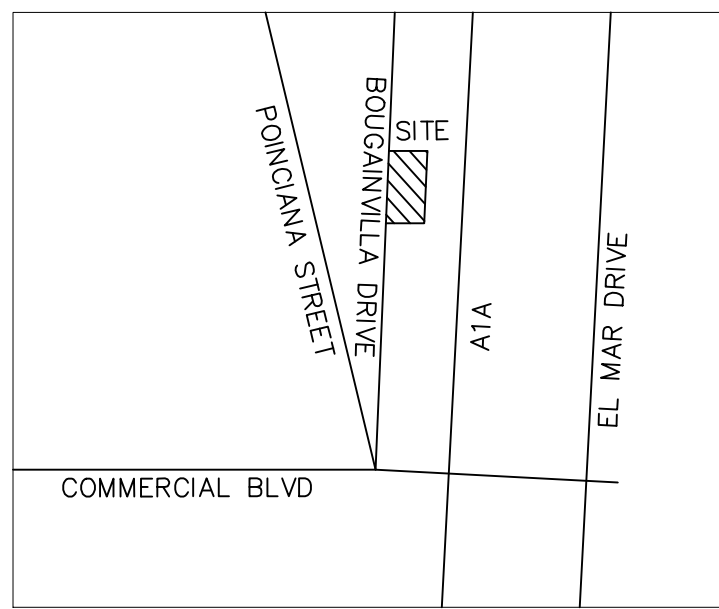
FIRE STATION #12
SITE IMPROVEMENTS

Job Title

Phase:
PERMITTING
DOCUMENTS

Revisions

Scale: 1"=10'	Date 06/05/19
Job No. 19-1518.00	Plot Date 06/17/19
Drawn by DRS	Sheet No. D1
Proj. Mgr. DRS	
Appr. by DRS	1 of 3



LOCATION MAP
NTS



LEGEND:

- PROPOSED ELEVATION
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN RECTANGULAR GRATE
- PROPOSED CATCH BASIN ROUND GRATE
- SIAMESE FIRE DEPARTMENT CONNECTION
- TEE
- WATER METER
- DOUBLE DETECTOR CHECK VALVE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
- PROPOSED MANHOLE
- WATER MAIN
- VALVE
- FIRE HYDRANT
- CLEANDUT
- EDGE OF PAVEMENT (ASPHALT)
- DIRECTION OF SURFACE DRAINAGE
- SAMPLE POINT
- EXIST. WATER MAIN
- YARD DRAIN (SQUARE)
- YARD DRAIN (CIRCULAR)

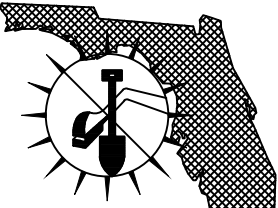
DEMOLITION LEGEND

- CONCRETE/PAVEMENT REMOVAL
- UTILITY REMOVAL

DEMOLITION NOTES

- THE EXISTING BASE MATERIAL REMOVED BY DEMOLITION WORK MAY BE STOCK PILED AND REUSED AS AS BASE AND SUBBASE MATERIAL. APPROVAL OF STOCK PILED BASE MATERIAL FOR REUSE WILL BE PER FIELD EXAMINATION BY THE OWNER, THE TESTING LABORATORY, AND THE ENGINEER OF RECORD.
- CONTRACTOR SHALL REMOVE EXISTING PAVEMENT STRUCTURE BASED UPON FINAL FINISHED SURFACE (GRASS OR PAVEMENT) AS REQUIRED PER THE FOLLOWING PROPOSED IMPROVEMENTS
PAVEMENT: REMOVE ASPHALT/ CONCRETE SURFACE ONLY
GRASS: REMOVE ASPHALT AND ROCK BASE AND REGRADE AS REQUIRED PER PLAN.
- THE CONTRACTOR SHALL SAWCUT ALONG A NEAT STRAIGHT LINE AT ALL POINTS OF CONNECTION WITH EXISTING PAVEMENT TO REMAIN.
- CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN TEMPORARY BARRIERS ALONG DEMOLITION AREAS, AND MAINTAIN IN PLACE AN APPROVED MAINTENANCE OF TRAFFIC PLAN.
- ALL UTILITY COMPANIES (FP&L, BELL SOUTH, GAS CO, ETC.) SHALL BE NOTIFIED 2 WEEKS PRIOR TO BEGINNING OF DEMOLITION FOR REMOVAL AND/OR DISCONNECTION OF ON-SITE SERVICE LINES/ POLES. ANY REMNANTS LEFT BY UTILITY COMPANIES SHALL BE REMOVED BY CONTRACTOR.
- ALL DEMOLITION DEBRIS NOT OTHERWISE NOTED ON THE PLANS OR IN THESE NOTES SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY REQUIREMENTS.
- ALL EXISTING ONSITE TREES/ BUSHES TO BE REMOVED/ RELOCATED AT DIRECTION OF OWNER UNLESS OTHERWISE NOTED ON LANDSCAPE PLANS. ALL SOD AND TOP SOIL SHALL BE STRIPPED SO SUBGRADE AND BASE ROCK CAN BE ADDED.
- CONTRACTOR IS RESPONSIBLE FOR ANY TEMPORARY DRAINAGE REQUIRED DURING CONSTRUCTION
- RELOCATION/REMOVAL OF ELECTRICAL POLES & OVERHEAD WIRES TO BE COORDINATED W/ BROWARD COUNTY TRAFFIC ENGINEERING DEPT. & F.P.& L AS REQUIRED.
- BACKFILL FOR ANY VOIDS LEFT BY REMOVAL OF UNDERGROUND UTILITIES SHALL BE AS NOTED IN BY GEOTECHNICAL ENGINEER RECOMMENDATIONS FOR SUCH BACKFILL
- PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW THE TOWN OF LBTS & F.E.S. MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS.
- CONTRACTOR SHALL COORDINATE W/ TOWN THE REMOVAL/RELOCATION OF ANY WATER METERS.
- CONTRACTOR SHALL COORDINATE W/ FP&L FOR REMOVAL/RELOCATION OF ANY POWER POLES.
- CONTRACTOR SHALL COORDINATE W/ B.C.T.E.D. FOR THE RELOCATION OF ANY TRAFFIC POLES.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA



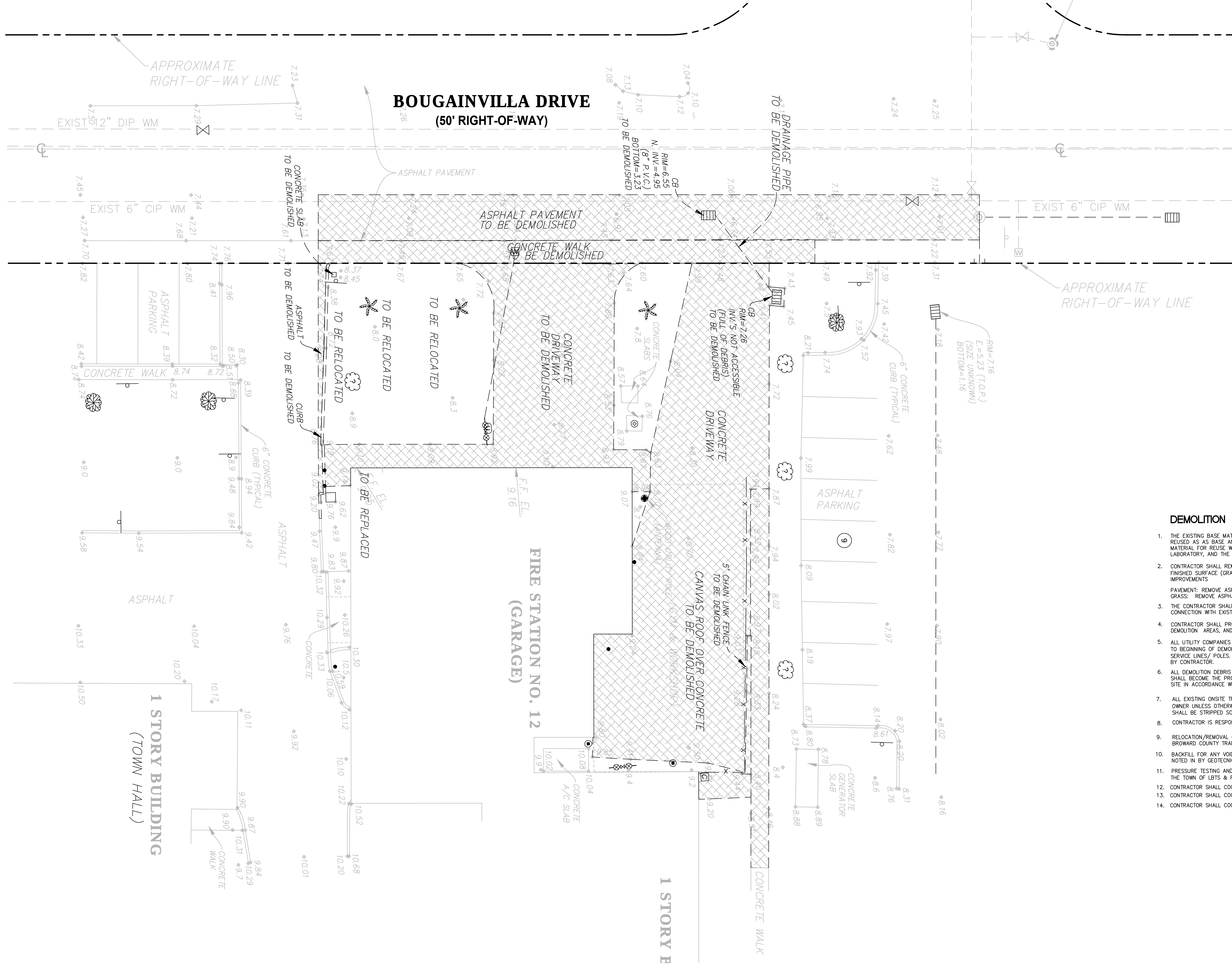
IT'S THE LAW!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

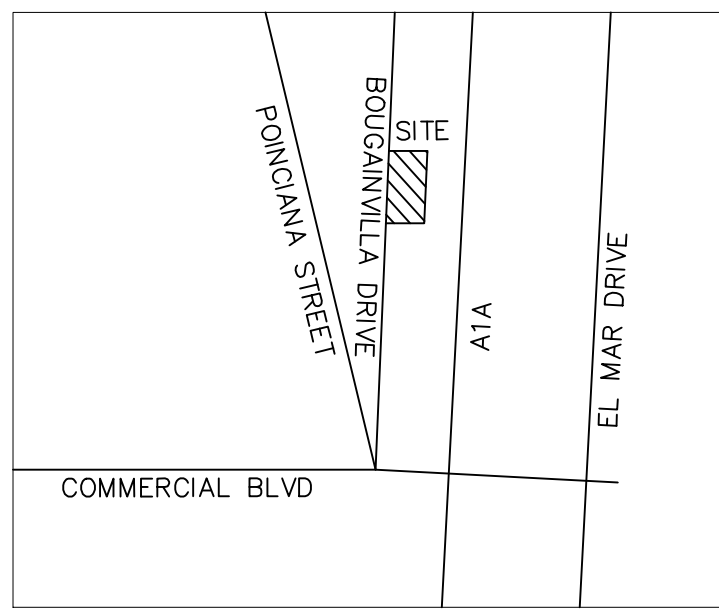
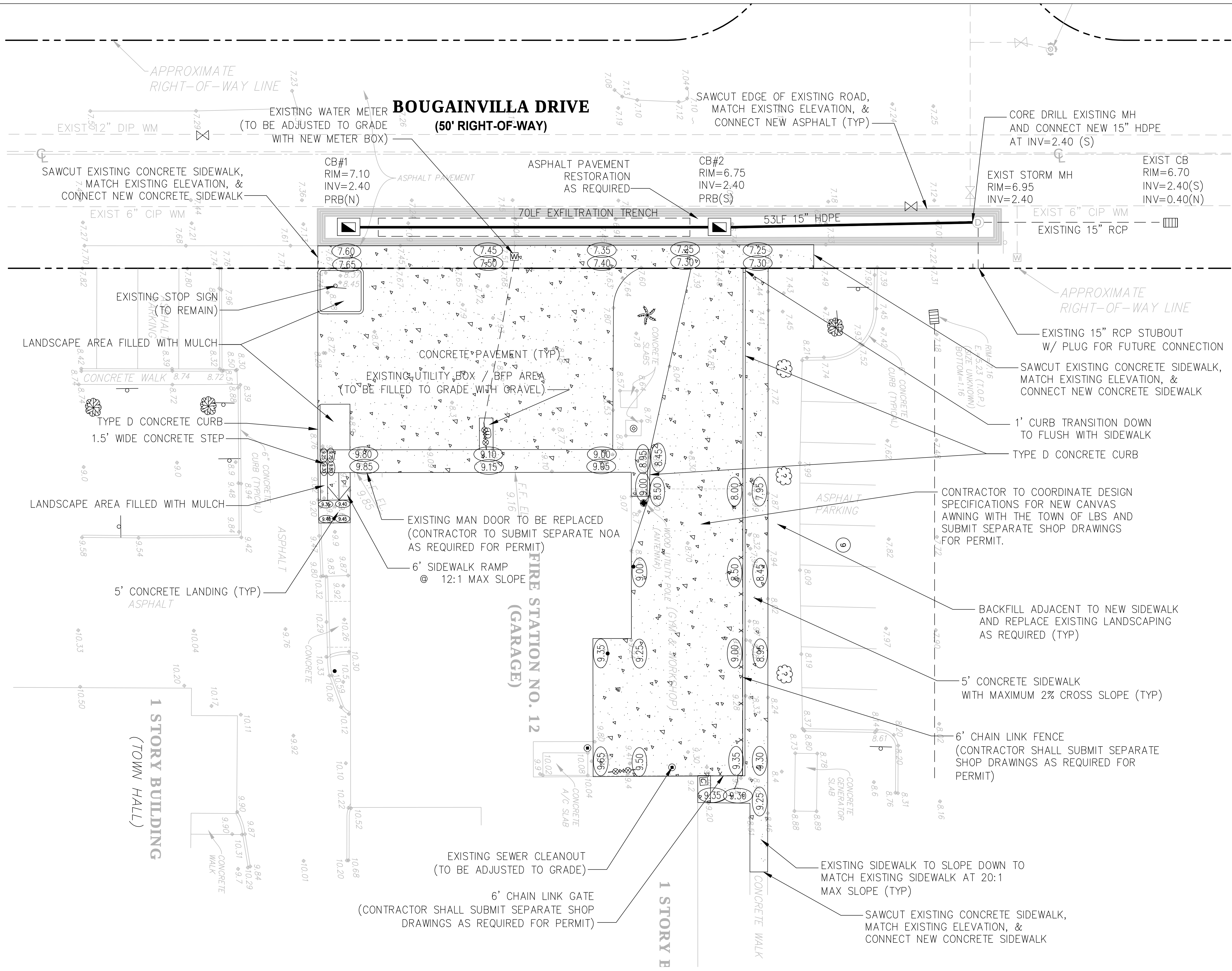
VERTICAL DATUM CONVERSION
GRADING SHOWN UTILIZES N.A.V.D. 88

N.G.V.D. 29

N.A.V.D. 88

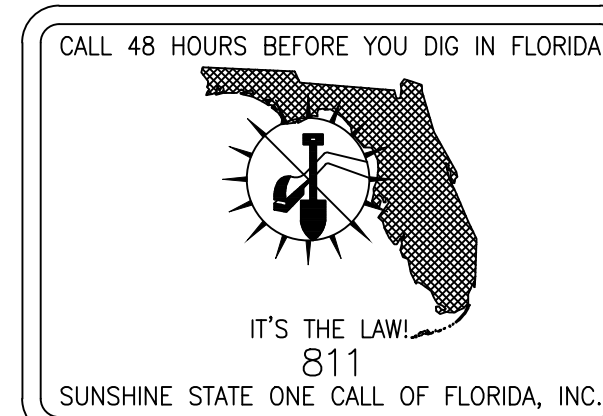
N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'





- LEGEND:**
- PROPOSED ELEVATION
 - EXISTING ELEVATION
 - EXISTING POWER POLE
 - EXISTING CATCH BASIN
 - PROPOSED CATCH BASIN RECTANGULAR GRATE
 - PROPOSED CATCH BASIN ROUND GRATE
 - SIAMESE FIRE DEPARTMENT CONNECTION
 - WATER METER
 - DOUBLE DETECTOR CHECK VALVE
 - REDUCED PRESSURE BACKFLOW PREVENTOR
 - DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
 - PROPOSED MANHOLE
 - WATER MAIN VALVE
 - FIRE HYDRANT
 - CLEANOUT
 - EDGE OF PAVEMENT (ASPHALT)
 - DIRECTION OF SURFACE DRAINAGE
 - SAMPLE POINT
 - EXIST. WATER MAIN
 - YARD DRAIN (SQUARE)
 - YARD DRAIN (CIRCULAR)

- GENERAL NOTES:**
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 - THIS PROPERTY LIES IN FLOOD ZONE X, ELEV = N/A ON FIRM PANEL 12011 C0378 H, DATED 8/18/14.



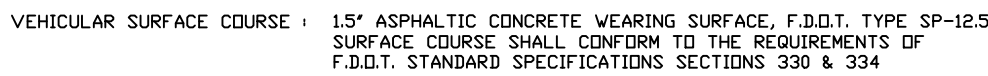
VERTICAL DATUM CONVERSION
GRADING SHOWN UTILIZES N.A.V.D. 88

N.G.V.D. 29
N.A.V.D. 88
N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

Phase: PERMITTING DOCUMENTS			
Revisions			
Scale: 1"=10'	Date 06/05/19	Job No. 19-1518.00	Plot Date 06/19/19
Drawn by DRS	Sheet No. 01	Proj. Mgr. DRS	
Appr. by DRS	2 of 3		

COMPACTION TEST SCHEDULE

N.T.S.



STANDARD BASE : 8" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY
(AASHTO T-180), LIMEROCK BASE TO CONFORM WITH THE
REQUIREMENTS OF F.D.D.T. SPECIFICATION SECTIONS 200 & 911.
MINIMUM L.B.R. = 100

SUBBASE : 12" SUBBASE COMPACTED TO 98% OF MAXIMUM DENSITY
(AASHTO T-180). MINIMUM L.B.R. = 40

NOTE: 1. GROUND ADJACENT TO PAVEMENT HAVING RUNOFF SHALL BE GRADED TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

N.T.S.



- POLLUTION RETARDANT BAFFLE



DIMENSIONS SHOWN ARE FOR USE AS A GENERAL GUIDELINE AND BY NO MEANS CONSTITUTE AN ENGINEERED DESIGN. PRE-CAST MANUFACTURER TO DESIGN AND FABRICATE STRUCTURES MEETING THE INDUSTRY STANDARD DESIGN LOADS, THE STRUCTURAL CAPACITY IS THE SOLE RESPONSIBILITY OF THE MANUFACTURER

N.T.S.

	FRAME (U.S.F. # OR EQUAL)	GRATE (U.S.F. # OR EQUAL)
'		6626 STEEL
'	4155	6209 CAST IRON
'	4155	6209 CAST IRON
'	420	TYPE "C"
'	420	TYPE "C"
'	5145	6209 CAST IRON



N.T.



N.T.S



N.T.S.

UNREINFORCED PAVEMENT TO BE CONSTRUCTED AND JOINTED
IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND GUIDELINES
OF ACI 330R-08. CONTRACTOR TO PROVIDE JOINT LAYOUT PLAN FOR
ENGINEER'S APPROVAL PRIOR TO CONSTRUCTION.



CONCRETE PAVEMENT & SIDEWALK JOINTS

NOTE: CONCRETE TO BE CLASS-1 3000 P.S.I.

1. PROVIDE 1/8" CONTRACTION JOINTS AT 5' C.C. WITH A MINIMUM DEPTH 1 1/2", EDGED WITH A 1/4" RADIUS DEEPER THAN THE FOLLOWING TIME JOINTS; JOINTS AT NOT MORE THAN 30' INTERVALS - WITHIN 12 HOURS AFTER FINISHING. PROVIDE 1/8" CONTRACTION JOINTS AT 96 HOURS AFTER FINISHING.
2. PROVIDE 6" THICK CONCRETE FOR ALL SIDEWALKS LOCATED IN RIGHT OF WAY AND 4" THICK CONCRETE FOR ALL SIDEWALKS LOCATED ON-SITE.
3. NO REINFORCEMENTS SHALL BE USED IN THE SIDEWALKS.
4. CONCRETE TO BE 3,000 PSI IN 28 DAYS.
5. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE OR OTHER APPROVED METHOD.
6. CONCRETE PAVEMENT FOUNDATION SHALL BE COMPACTED TO A FIRM, EVEN SURFACE, TRUE TO GRADE AND CROSS SECTION, AND SHALL BE MOIST AT THE TIME CONCRETE IS PLACED
7. ALL CONSTRUCTION SHALL CONFORM TO LOCAL CONSTRUCTION CODES AND STANDARDS

NTS

PAVING MARKING, PAVING, GRADING, & DRAINAGE DETAIL

FIRE STATION #12 SITE IMPROVEMENTS

4504 BOUGAINVILLE DRIVE
LAUDERDALE BY THE SEA, BROWARD COUNTY, FLORIDA

Phase:
PERMITTING
DOCUMENTS

Revisions

Scale: N.T.S.	Date 06/05/19
Job No. 19-1518.00	Plot Date 06/19/19
Drawn by DRS	Sheet No. C2
Proj. Mgr. DRS	
Appr. by DRS	



SECTION 7: BIDDER'S LIST

See attached Bidder's List.



LBTS Fire Station No. 12 Site Improvements Bidders List

Due: 7/12/19

? = Contacted but don't know if bidding yet.
B = Will bid
NB = Not bidding



Bid	Bid Invite Sent	Div. No.	Section Company	Contact	Phone	Email	Notes
			Demolition				
BR	yes		Alpha Wrecking	Chris	954.587.3700	chrisw@alphawrecking.com	
NB	yes		American Cutting & Drilling	Carl	954.917.0240		
BR	yes		Details Demolition	Bruce	954.494.2349	detailsdemolition.inc@gmail.com	
		31	Drainage				
BR	yes		R & D Paving	Matt	561.588.6681	matt@randdpaving.com	
NB	yes		Ruiz Trans Development	Rick Ruiz	305.218.4755	rick@ruiztransdevelopment.com	
BR	yes		Stanford & Sons Trucking Corp.	Andre Abdul	954.783.6922	a.abdul@stanfordcc.com	
BR	yes		Sunline Civil Construction	Jimmy Bradley	772.221.8772	jimmyBradley@SunLineInc.com	
		32	Concrete Curbs and Sidewalks				
BR	yes		Cobra Construction/Cobra Pavers	Ron Spada	561.276.3820 x105	ron@cobrapavers.com	
BR	yes		Stanford & Sons Trucking Corp.	Andre Abdul	954.783.6922	a.abdul@stanfordcc.com	
BR	yes		Homestead Paving	Matt Rhodes	305.258.1972	mattrhodes@homesteadpaving.com	
NB	yes		H&R Construction	Rudy Gonzalez	305.898.1036	rudy@hrconmiami.com	
		32	Landscaping				
BR	yes		Tindall Growers	Matt Tindall	954.792.1181	Matt@Tindallgrowers.com	
			Awning				
B	yes		Jones Awnings & Canvas	Jeff	954.784.6966	ionesawnings@aol.com	
BR	yes		Hoover Canvas	Peter	954.541.9732	peter@hoovercanvas.com	
NB	yes		Atlantic Awnings	Manny	305.269.0555	sales@atlanticawnings.com	



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-05 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS CONCERNING CHAIN LINK FENCES AND DELETE ZERO LOT LINE REGULATIONS CONCERNING MAXIMUM RESIDENTIAL PRIVACY FENCE AND WALL HEIGHT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Explanation:

Attached for the Commission's consideration on second reading is Ordinance 2019-05 (**Exhibit 1**) that modifies regulations concerning chain link fences and zero lot line regulations for fences and walls. On July 9th, the Commission approved the ordinance on first reading with a vote of 5-0

Staff proposed Ordinance 2019-05 to create uniformity in chain link fence requirement across all the residential zoning districts in the Town. When the Town incorporated the existing zoning regulations of the annexation areas (north of Pine Avenue) into the Town Code, it included adding several residential zoning districts (RM-50, PUD, RM-15, RM-16, RS-5 and RS-4) that were not previously in our zoning regulations. Because the Town's regulation for chain link and front yard fences and walls were specific to only three districts, chain link fences continue to be allowed in the previously annexed area.

Because the adoption of the proposed Town Code amendment modifying regulations concerning chain link fences will create some legal nonconforming chain link fences north of Pine Avenue, the proposed ordinance includes a provision stipulating nonconforming chain link fences shall comply with the new modified chain link fencing regulations within a two (2) year time period commencing on the adoption and effective date of Ordinance 2019-05.

This proposed ordinance also includes removal of regulations concerning maximum privacy fence and wall height requirements for zero lot line residential properties.

Recommendation:

Staff recommends approval of Ordinance 2019-05

Attachments: 1. Ordinance 2019-05

ORDINANCE NO. 2019-05

1 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, FLORIDA AMENDING CHAPTER 30 “UNIFIED**
3 **LAND DEVELOPMENT REGULATIONS;” ARTICLE V**
4 **“ZONING;” SECTION 30-313 “GENERAL PROVISIONS”**
5 **TO MODIFY REGULATIONS CONCERNING CHAIN**
6 **LINK FENCES AND DELETE ZERO LOT LINE**
7 **REGULATIONS CONCERNING MAXIMUM**
8 **RESIDENTIAL PRIVACY FENCE AND WALL HEIGHT**
9 **REQUIREMENTS; PROVIDING FOR CODIFICATION;**
10 **PROVIDING FOR SEVERABILITY; PROVIDING FOR**
11 **CONFLICTS; AND PROVIDING FOR AN EFFECTIVE**
12 **DATE**

13
14 **WHEREAS**, the Town of Lauderdale-by-the-Sea (the “Town”) Commission recognizes
15 that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that
16 the Town’s regulations are current and consistent with the Town’s planning and regulatory
17 needs; and

18 **WHEREAS**, the Town Commission desires to update the Land Development Code to
19 modify regulations concerning chain link fences and delete zero (0)-lot line regulations
20 concerning maximum residential privacy fence and wall height requirements; and

21 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
22 reviewed the contents of this Ordinance at a duly noticed public hearing on June 5, 2019, and
23 recommended the amendments be approved; and

24 **WHEREAS**, the Town Commission conducted a first and second reading of this Ordinance
25 at duly noticed public hearings, as required by law, and after having received input from and
26 participation by interested members of the public and staff, the Town Commission has determined
27 that this Ordinance is consistent with the Town’s Comprehensive Plan and in the best interest of the
28 Town, its residents, and its visitors.

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

SECTION 1. Recitals. The preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 30 “Unified Land Development Regulations;” Article V “Zoning;” Section 30-313 “General provisions” of the Town Code of Ordinances, is hereby amended as follows¹:

Sec. 30-313. - General provisions.

- (a) Drainage facilities.
- (b) Use of buildings.
- (c) Moving of buildings.
- (d) Fences, walls and hedges.

These general provisions shall govern development within the corporate limits of the Town, as follows:

- (a) *Drainage facilities.* All improved property, whether new construction or renovation or repair of present property, must provide adequate drainage facilities and drainage fields and all well and drainage locations must be shown on a site plan in accordance with all applicable regulations.
- (b) *Use of buildings.* No building or structure shall be erected on any lot for any purpose or use other than as applicable in said district. Non-use variances may be granted pursuant to section 30-127, Variance Procedures and Requirements of the Town Code.
- (c) *Moving of buildings.* A conditional use permit is required for structures being moved into the corporate limits of the Town or for structures being relocated from one location within the Town to another location within the Town.
- (d) *Fences, walls and hedges.*
 - (1) Height, design, and location of fences, walls, hedges.

- i. Chain link fences. Chain link fences shall be completely hidden from view when viewed from any portion of the right-of-way in ~~RS-5, RD-10 and RM-25~~ residentially zoned property. Chain link fences are prohibited in any business zoning district. Notwithstanding the non-conforming use and structure

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

ORDINANCE NO. 2019-05

regulations set forth in section 30-137 of the Town Code, non-conforming chain link fences shall be required to comply with the above regulations within a two (2) year time period commencing on July 23, 2019.

~~I. Zero lot line lots. Privacy fences and/or walls separating porches, patios, and pools along zero lot lines may be built to height not to exceed eight feet subject to building setback requirements of the residential zoning district where fence/walls are erected.~~

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

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

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

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

ORDINANCE NO. 2019-05

95		First Reading	Second Reading
96	Mayor Vincent	_____	_____
97	Vice-Mayor Sokolow	_____	_____
98	Commissioner Oldaker	_____	_____
99	Commissioner Strauss	_____	_____
100	Commissioner Malkoon	_____	_____

101

102

103 ATTEST:

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107 _____
Tedra Smith, Town Clerk

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111 APPROVED AS TO FORM:

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114 _____
Susan L. Trevarthen, Town Attorney

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117



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-23 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation:

Proposed Resolution 2019-23 (**Exhibit 1**) amends the Town's current building fee schedule to address the Town's newly adopted Engineering contract. In addition to increasing the Engineering fee from \$210 to \$250, the Town is suggesting establishing a set rate for certain types of building permits as follows:

Type of Permit	Initial Submittal	Additional Reviews
Additions/Renovations to Residential	\$275	\$100
Commercial New Construction	\$375	\$200
Commercial Alterations and Additions	\$335	\$150
Driveways	\$205	\$80
Multi-family New Construction	\$375	\$200
Multi-family Addition/Renovation	\$335	\$150
New Construction Single Family/Duplex Dwellings	\$335	\$210
Pools	\$275	\$100
Miscellaneous	\$275	\$100

Establishing a set rate for the types of engineering permits accomplishes three things:

1. It keeps the Town's engineering permit fees more in line with the neighboring communities.
2. It provides the customer with an established rate when submitting the permit so that they are aware of the fee upfront. Currently, the permit administrators collect the engineering fee when the permits are approved

This sometimes leads to confusion because property owners believe that all fees have already been paid since the building fees are collected when the permits are submitted.

3. It eliminates an enormous amount of paperwork for the Town Engineer, permit administrators and Development Services and Finance staff since they will no longer be required to track the hourly review for each engineering permit application.

In addition to adding set engineering fees, a \$125 fee for Floodplain Management review is also proposed to be added to the Town's fee schedule. The State is currently in the process of reviewing every municipal community's Floodplain Management approvals and has requested additional diligence, review and documentation necessary to ensure that the building structures are being properly constructed pursuant to the updated Florida Building Code as it pertains to Floodplain management. The proposed Floodplain Management fee will cover the additional review costs.

Recommendation:

Approve Resolution 2019-23 (Exhibit 1), which includes Exhibit "A", the Building Permit and Inspection Fee Schedule

Attachments: 1. Resolution 2019-23, and Exhibit "A" Building Permit and Inspection Fee Schedule

RESOLUTION NO. 2019-23

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
AMENDING AND RE-ADOPTING THE BUILDING
PERMIT AND INSPECTION FEE SCHEDULE; PROVIDING
FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE
DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) adopted Resolution 2011-43, establishing building permit and inspection fees; and

WHEREAS, Broward County, by their Resolution 2012-487 required governmental authorities issuing permits pursuant to the Florida Building Code, Broward County Edition, to charge a fee in connection with such permits, effective October 1, 2012; and

WHEREAS, the Town adopted Resolution 2012-42, revising building permit and inspection fees;

WHEREAS, the Town subsequently adopted Resolution 2016-02, revising building permit and inspection fees to add fees associated with processing applications, technical consultation fees, and business tax building inspection fees; revising the criteria for the refund of permit fees; and decrease the cost of the permit extension fee and the 40-year building safety inspection program fee; and

WHEREAS, The Town adopted Resolution 2017-09 revising the criteria for refund of permit fees; and

WHEREAS, The Town adopted Resolution 2017-25 revising the criteria for renewal of an expired permit; and

WHEREAS, the Town adopted Resolution 2017-28 to revise the Mandatory State and County fees to be consistent with state law; and

28 **WHEREAS**, the Town adopted Resolution 2017-45 revising the Engineer hourly rate and
29 Engineer Inspection fee to be consistent with its current Engineering Services contract; and

30 **WHEREAS**, the Town adopted Resolution 2018-34 to reflect the change to the Board of
31 Rules and Appeals fee and to amend the Swimming Pool Permit Fee; and

32 **WHEREAS**, the Town would like to amend the fee schedule amend Engineering fees to
33 be current with its Engineering contract and to include a set rate for Engineering review services
34 to be consistent with the building department fees; and

35 **WHEREAS**, The Town Commission finds that the fees and charges set forth in the
36 proposed revised Fee Schedule are reasonable and necessary in light of the services provided.

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

39 **Section 1.** **Recitals.** The foregoing “**Whereas**” clauses are hereby ratified and confirmed
40 by the Town Commission and incorporated herein.

41 **Section 2.** **Fee Schedule Adopted.** The Town Commission of the Town of
42 Lauderdale-By-The-Sea, Florida, hereby adopts the Building Permit and Inspection Fees, as set
43 forth in the Building Permit and Inspection Fee Schedule attached hereto and incorporated herein,
44 as Exhibit “A”.

45 **Section 3.** **Severability.** If any clause, section, or other part of this Resolution shall be
46 held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
47 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
48 provisions of this Resolution.

49 **Section 4.** **Conflict.** Resolution Nos. 2018-34, 2017-45, 2017-28, 2017-25, 2017-09,
50 2016-02, 2012-42 and 2011-43 and all Resolutions or parts of Resolutions in conflict herewith, are

51 hereby repealed to the extent of such conflict.

52 **Section 5.** **Effective Date.** This Resolution shall be deemed to be effective passage
53 and adoption.

54 **PASSED AND ADOPTED** this ____th day of August, 2019.

55
56

MAYOR CHRIS VINCENT

57 ATTEST

58
59
60 Tedra Allen, Town Clerk

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62 APPROVED AS TO FORM:

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64
65 Susan L. Trevarthen, Town Attorney

EXHIBIT “A”

RESOLUTION 2019-23
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

(a) Permit Processing Fees.

- (1) The full permit fee is due at time of the submission of a permit application.

(b) Calculation of permit fee.

- (1) Permit valuations shall include total value of the work including labor and materials for which the permit is being applied for.
- (2) The building permit fee shall be calculated based on the cost of construction or project. This cost may be determined in the following ways as determined by the Building Official:
- a. Cost of construction as submitted by the applicant;
 - b. Copies of signed contracts for work to be permitted; or
 - c. Using the values in the most recent edition of the RS Means Construction Valuation System.

(c) Mandatory State and County fees.

- (1) Broward County Board of Rules and Appeals Surcharge:
- A fee equal to the greater of \$2.00 or \$0.65 for each \$1,000.00, or fraction thereof of “Total Construction Cost” shall be collected for any building electrical, plumbing, mechanical, engineering, and liquefied petroleum permit issued, including but not limited to permits issued for alternations, repair, installation and demolition.
- “Total Construction Cost” shall be provided by the permit applicant or designer of record and approved by the Building Official using contracts, current R.S. Means catalog, or other methods.
- (3) Florida Statute 553.721 Department of Business and Professional Regulation Surcharge - 1.0 percent of the permit fee or a minimum of \$2.00.

Text shown in underline reflects new or revised additions. Text in ~~strikethrough~~ represents deleted text.

EXHIBIT “A”

RESOLUTION 2019-23
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

(4) Florida Statute 468.631 Building Code Administrators and Inspectors Fund. – 1.5 percent of the permit fee or a minimum of \$2.00.

(3) Education fee – 0.2 percent of the permit fee.

(d) Permit Fees.

(1) **Minimum Permit Fee.** \$85.00

(2) **Building Permit Fees.**

The fees for each permit are calculated based on a percentage of total construction cost under the permit and plan review fees as follows:

a. Permit fee calculation table.

Permit Type	Permit Fee
New Construction	2%
Additions or Alterations	3%
Roofing Permit Fees	1.5%
Swimming Pool Permit Fees	2%
Miscellaneous Permit Fees	2%
Demolition of Buildings	1% of Total Cost of Demolition
Elevators, Escalators, and other Lift Devices	Regulated by Broward County

b. Plan review fees.

Text shown in underline reflects new or revised additions. Text in ~~strikethrough~~ represents deleted text.

EXHIBIT “A”

RESOLUTION 2019-23
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

1. Building disciplines. The building permit fee includes review by one construction discipline. If more than one discipline must review or inspect the project, then an additional discipline fee, including zoning, of \$85.00 for each applies.
2. Engineering. ~~Engineering fees are calculated at \$210 per hour.~~ The engineering fees for each permit are calculated based on the permit fee calculation table as follows:
 - a. Permit Fee calculation table

<u>Type of Permit</u>	<u>Initial Submittal</u>	<u>Additional Reviews</u>
<u>Additions/Renovations to Residential</u>	<u>\$275</u>	<u>\$100</u>
<u>Commercial New Construction</u>	<u>\$375</u>	<u>\$200</u>
<u>Commercial Alterations and Additions</u>	<u>\$335</u>	<u>\$150</u>
<u>Driveways</u>	<u>\$205</u>	<u>\$80</u>
<u>Multi-family New Construction</u>	<u>\$375</u>	<u>\$200</u>
<u>Multi-family Addition/Renovation</u>	<u>\$335</u>	<u>\$150</u>
<u>New Construction</u> <u>Single Family/Duplex Dwellings</u>	<u>\$335</u>	<u>\$210</u>
<u>Pools</u>	<u>\$275</u>	<u>\$100</u>
<u>Miscellaneous</u>	<u>\$275</u>	<u>\$100</u>
<u>Flood Plain Management</u>	<u>\$125</u>	<u>\$125</u>

- b. Reinspection will be billed at \$125.00. All other engineering costs will be calculated at \$250 per hour.

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EXHIBIT “A”

RESOLUTION 2019-23
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

- 112 c. Miscellaneous permits include but are not limited to doors, garage doors, windows,
113 storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen
114 enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any
115 miscellaneous electrical, plumbing, or mechanical permits covered by the Florida
116 Building Code.
- 117 **(e) Plan Revisions after permit is issued.**
- 118 (1) Change of Plans/revisions each discipline \$85.00
- 119 a. Plus additional permit fees- verification of additional cost of job including all systems
- 120 (2) As determined by the Building Official, if the proposed change represents a major alteration
121 of the floor plan, or configuration of the structure that requires extensive reexamination or
122 computation, then the original permit shall be voided, and one half (1/2) of the original permit fee
123 may be applied to the new permit.
- 124 (3) Change of Contractor \$85.00
- 125 (4) Product approval or review of shop drawings after permit is issued \$85.00
- 126
- 127 **(f) Technical Consultation**
- 128 (1) Plan Reviewer, per hour or portion thereof \$125.00
- 129 (2) Engineer ~~\$210.00~~ 250.00
- 130
- 131 **(g) Extension of Permit.**
- 132 (1) Permit Extension Prior to Initial Permit Expiration. 5% or \$85.00, whichever is greater
- 133
- 134 **(h) Expired permits.**
- 135 (1) An applicant may apply one time to reinstate a permit within six (6) months after expiration
136 of that permit, the application fee is half (1/2) of the original fee with a minimum of \$85.00,
137 provided the application is for the same permit, the same plans on the same property, and that
138 no refund has been made.

Text shown in underline reflects new or revised additions. Text in ~~strikethrough~~ represents deleted text.

EXHIBIT "A"

RESOLUTION 2019-23 Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

(2) A permit which has been reinstated once, may not be reinstated a second time. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.

(3) Application to reinstate an expired permit shall not be accepted more than six (6) months after the expiration of the permit. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.

(4) Section (m), Fee for work without a permit, applies if applicable.

(i) **Certificate of Occupancy/Completion:** this fee is due at time of initial building permit submission.

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Residential	\$150.00	\$125.00	
Multi-Unit Residential	First Unit \$85.00 Each Additional Unit \$50.00		
Commercial	\$250.00		
Shell Buildings			\$150.00
Others			\$85.00

(j) **Permit Card Replacement** \$50.00

(k) **Additional Services.**

(1) ~~Engineering Inspection Fee~~ ~~\$210.00~~

(2) Business Tax-Building inspection (for all disciplines) \$150.00

Text shown in underline reflects new or revised additions. Text in ~~strikethrough~~ represents deleted text.

EXHIBIT “A”

RESOLUTION 2019-23
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective August 28, 2019

(32) Overtime, Specialty, and After Hours Inspections: 4 hour minimum at \$97.50 per hour or fraction thereof

(43) Re-inspections

a. First Occurrence \$65.00

b. Second Occurrence \$130.00

c. Third Occurrence \$195.00

d. Fourth and all subsequent Occurrences \$260.00

(l) 40 Year Building Safety Inspection Program Fee. \$300.00

(m) Fee for work without a permit. Double the Permit Fee

(n) Refund of Permit Fee.

(1) For permit fees paid after March 14, 2017, the permit holder may request a refund if the project is abandoned prior to commencement of construction. The Building Official is authorized to approve a refund less the cost of work performed by the Town, administrative expenses, and nonrefundable fees paid by the Town.

(2) There will be no refund of fees after construction begins or permit expires.

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Text shown in underline reflects new or revised additions. Text in ~~strikethrough~~ represents deleted text.



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-24 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE TOWN PURCHASING MANUAL; APPROVING THE EMERGENCY PURCHASE OF AN AGREEMENT WITH COMCAST BUSINESS FOR BUSINESS VOICEEDGE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

This item is presented to the Town Commission for consideration of a new Telephone System provided by Comcast. Town currently has an agreement with Windstream Communications ("Windstream") for telephone services. On July 24, 2019, the Town Hall phones, the Town provided Volunteer Fire Department and the Broward County Sheriff's Office phones, recently could not make outgoing calls due to the operational unpredictability of the phone system hosted by Windstream.

Staff reached out to Windstream on July 24 and 25, seeking resolution of the issues. However, Windstream did not remedy the problem until July 26, 2019. Since the phone system is used for public safety purposes, the lengthy outage of the telephone system and possible recurrence of such an outage, is a clear and present threat to the public health, property, welfare, safety, or other substantial loss to the Town pursuant to Section IV.B. of the Town's Purchasing Manual.

Immediately after the incident, staff reached out to four (4) telephone system providers for quotes, which are attached. Comcast is herein recommended to be the lowest responsible phone bid by the Town Manager.

Recommendation:

Town Commission approve Resolution 2019-24, waiving the Town Purchasing Manual, approving the emergency purchase with Comcast, and authorizing the Town Manager to execute a 36-month Service Order Agreement with Comcast in the Amount of \$31,415.45 over the term of the agreement, for the installation of a new telephone system referred to as Business VoiceEdge Services.

Attachments: Exhibit 1 – Resolution 2019-24

Exhibit 2 – Comcast Service Agreement

Exhibit 3 – Bid Comparison Sheet

28 **WHEREAS**, due to the consequences of another possible disruption, the Town obtained
29 quotes from Comcast, AT&T, Jive, and TPX for installation of a new phone system, and the Town
30 Commission finds that obtaining these quotes provide the level of competition practicable for this
31 purchase under the circumstances; and

32 **WHEREAS**, Comcast’s quote was the lowest quote that was in the best interest of the
33 Town; and

34 **WHEREAS**, the Town wishes to contract with Comcast Business to provide reliable
35 telephone services; and

36 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
37 waive the Town’s purchasing manual, approve the emergency purchase, and authorize execution,
38 of the Agreement with Comcast Business.

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

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

43 **Section 2. Waiver of Purchasing Manual.** The Town Commission hereby waives the
44 purchasing manual for this new telephone services contract.

45 **Section 3. Emergency Purchase Approved.** The Town Commission hereby approves an
46 Agreement with Comcast Business for Business VoiceEdge Services, in the amount of \$31,415.45,
47 attached hereto as Exhibit “A.”

48 **Section 4. Authorization to Execute Agreement.** The Town Manager is hereby
49 authorized to execute the Agreement with Comcast Business for Business VoiceEdge Services, in

the amount of \$31,415.45, attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of August, 2019.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

CUSTOMER INFORMATION

Account Name: Town of Lauderdale By the Sea
 Primary Contact: Bill Vance
 Title: Town Manager
 Phone: 9546404204
 Cell: 9547402720
 Fax: 9546404236

Email: Bill@LBTS-FL.gov
 Address1: 4501 N Ocean Dr
 Address2:
 City: Lauderdale by the Sea
 State: FL
 Zip Code: 33308

SUMMARY OF CHARGES

Service Term(Months): 36

Site Name	Monthly Recurring Charges	Standard Installation Fees	Activation Fees
Town of LBTS - Town Hall	\$246.10	\$49.00	\$371.40
Town of LBTS - Municiple Svcs	\$84.70	\$49.00	\$149.75
Town of LBTS - Jarvis	\$39.85	\$49.00	\$59.90
Town of LBTS - Development	\$174.40	\$49.00	\$329.45
Town of LBTS - Public Safety	\$180.35	\$49.00	\$329.45
Town of LBTS - Fire Station	\$99.65	\$49.00	\$179.70
SUMMARY OF TOTAL CHARGES*	\$825.05	\$294.00	\$1,419.65

* Applicable federal, state and local taxes and fees may apply; usage fees not included. For Specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.

GENERAL COMMENTS

" In the event of a clear conflict between these terms and conditions and the laws of the state of Florida, the laws of the state of Florida, including but not limited to Section 768.28 and Chapter 119 of the Florida Statutes, shall take precedence."

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Business VoiceEdge™ Services ("Services") to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Customer Terms and Conditions ("Terms and Conditions") located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), and any other Service Orders entered under this SOA, collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Terms and Conditions, (2) this SOA, and (3) any other Service Orders entered under this SOA. The Agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and conditions. Use of the Services is also subject to the Business Acceptable Use Policy located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the Business Privacy Policy located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL), both of which Comcast may update from time to time and become effective upon posting.
2. The Service carries a 60 day money back guarantee. If within the first (60) sixty days following Business VoiceEdge Service activation Customer is not completely satisfied, Customer may cancel such service and Comcast will issue a refund for service charges actually paid by Customer, custom installation, usage charges, and optional service fees and taxes excluded. In order to be eligible for the refund, Customer must cancel Business VoiceEdge Service within sixty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.
3. Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.
5. Notwithstanding the notice provision in the Business Services Customer Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and to the Primary Contact identified on the SOA for each Service location as applicable.

listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 NOTICE

Comcast business digital voice service ("Voice Service") may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Service, Comcast must have the correct service address for each telephone number used by the Customer. If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location may also increase these risks.
- The Voice Service uses electrical power in the Company's premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem;
- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.
- BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

By signing below, Customer agrees and accepts to the terms and conditions of this Agreement. The Comcast Business Terms and Conditions, and related policies can be found at <http://business.comcast.com/terms-conditions-smb>.

CUSTOMER USE ONLY		COMCAST USE ONLY (by Authorized representative)	
Signature:	Signature:	Sales Rep:	Joan Bell
Name:	Name:	Sales Rep Email:	joank_bell@comcast.com
Title:	Title:	Region:	Florida Region
Date:	Date:	Division:	Central Division

SERVICE LOCATION DETAIL					
Customer Information					
Location Name:	Town of LBTS - Town Hall	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4501 N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Public Works	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911	4501 N Ocean Dr		
State:	FL	Information:	Building Town Hall		
Zip:	33308		Town of Lauderdale by the Sea, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	12	\$14.95	\$29.95	\$179.40	\$359.40
Reception Console	1	\$29.95	\$12.00	\$29.95	\$12.00
Government/School Listing	1	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	10	\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 601 HD	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX Color Expansion Module	2	\$4.95	\$0.00	\$9.90	\$0.00
Polycom Soundstation 6000	1	\$6.95	\$0.00	\$6.95	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$246.10	
Promotional Discount:				\$0.00	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$246.10	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$371.40	

Site Installation Charges:	\$49.00
Total Business VoiceEdge Standard Installation Fees:	\$420.40

Customer Information					
Location Name:	Town of LBTS - Municiple Svcs	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4501B N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Municiple Services	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911	4501B N Ocean Dr		
State:	FL	Information:	Building Municiple		
Zip:	33308		Town of Lauderdale by the Sea, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	5	\$14.95	\$29.95	\$74.75	\$149.75
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	5	\$0.00	\$0.00	\$0.00	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$84.70	
Promotional Discount:				0	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$84.70	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$149.75	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$198.75	

Customer Information					
Location Name:	Town of LBTS - Jarvis	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4505 N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Jarvis Hall	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911 Information:	4505 N Ocean Dr		
State:	FL		Building JARVIS		
Zip:	33308		Town of Lauderdale by the Sea, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact:	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	2	\$14.95	\$29.95	\$29.90	\$59.90
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	2	\$0.00	\$0.00	\$0.00	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$39.85	
Promotional Discount:				0	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$39.85	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$59.90	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$108.90	

Customer Information					
Location Name:	Town of LBTS - Development	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4505-1 N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Development	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911	4505B N Ocean Dr		
State:	FL	Information:	Building DEV		
Zip:	33308		Town +Z69+Z74, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	11	\$14.95	\$29.95	\$164.45	\$329.45
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	11	\$0.00	\$0.00	\$0.00	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$174.40	
Promotional Discount:				0	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$174.40	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$329.45	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$378.45	

Customer Information					
Location Name:	Town of LBTS - Public Safety	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4513 N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Public Safety	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911	4513 N Ocean Dr		
State:	FL	Information:	Building Public Saf		
Zip:	33308		Town of Lauderdale by the Sea, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	11	\$14.95	\$29.95	\$164.45	\$329.45
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	10	\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 411 HD	1	\$5.95	\$0.00	\$5.95	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$180.35	
Promotional Discount:				0	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$180.35	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$329.45	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$378.45	

Customer Information					
Location Name:	Town of LBTS - Fire Station	Business Phone:	9546404204		
Company Name:	Town of Lauderdale By the Sea	Cell Phone:	9547402720		
Contact Name:	Bill Vance	Fax Number:	9546404236		
Address1:	4513B N Ocean Dr	Email:	BillV@LBTS-FL.gov		
Address2:	Fire Station	Site Type:	Standard		
City:	Lauderdale by the Sea	Emergency 911	4513B N Ocean Dr		
State:	FL	Information:	Building Fire		
Zip:	33308		Town of Lauderdale by the Sea, FL 33308		
Billing Information					
Date Of Quote:	7/26/2019	Service Term:	36		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Sara Del Villar de Estevez	Zip:	33308		
Address1:	4501 N Ocean Dr	Phone:	9546404204		
Address2:		Fax:	9546404236		
City:	Town of Lauderdale By The Sea	Email:	BillV@LBTS-FL.GOV		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	6	\$14.95	\$29.95	\$89.70	\$179.70
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom VVX 311 HD	6	\$0.00	\$0.00	\$0.00	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$99.65	
Promotional Discount:				0	
Promotion Option:				CEN_BVE\$14.95Seats30+_BI75+	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$14.95 each, rolling to rate card at end of original term. Minimum Business Internet 75 or Ethernet required. Minimum Business Internet 75 or Ethernet required. Minimum 30 UC Seats required. 3 year term required if with BI. 3 or 5 year term required with Ethernet. Taxes/Usage/Fees/Equip extra					
Total Business VoiceEdge Monthly Recurring Charge*:				\$99.65	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Fees					
Customer Training:	Online			No Charge	
Total Activation Charges:				\$179.70	
Site Installation Charges:				\$49.00	
Total Business VoiceEdge Standard Installation Fees:				\$228.70	

Telephone System Replacement

	Comcast	AT&T	JIVE	TPX
Monthly Cost	\$826 per month	\$824.83	\$1,385	\$1,530
How fast to start new service?	1 month	30-40 days	3-4 weeks	3-4 weeks
Trouble Shoot Response Time if issue cannot be done remotely	4 hours	4 hours	same or next day	same or next day
What kind of phones are they?	Polycom	Polycom	Polycom	Polycom
Are phones supplied by system vendor?	Yes	Yes	Yes	Yes
Is phone system compatible with Comcast or AT&T Internet?	Yes	Yes	Yes	Yes
Is phone system vendor responsible for fixing/maintaining the phones?	Yes	Yes	Yes	Yes
Do we have a dedicated representative?	Yes	Yes	Yes	
What's included on bid?	Call forwarding, caller ID, Mobile app, conference calling, Administrative portal, autoattendants, voicemail to email, 3 way calling	Call forwarding, caller ID, Mobile app, conference calling, Administrative portal, autoattendants, voicemail to email, 3 way calling	Call forwarding, caller ID, 3-way calling, conference calling, etc. The ability to forward a phone call from work to your laptop. Both firms	Call forwarding, caller ID, 3-way calling, conference calling, etc. The ability to forward a phone call from work to your laptop. Both firms
Customer Service	Excellent - very responsive	Fair		
Lease Term	36 month	36 month	51 months	36 months



Town Commission Agenda Item Report

Meeting Date: August 27, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-25 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A., FOR TOWN ENGINEER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

We released a Request for Qualifications ("RFQ") on April 24, 2019 for Town Engineer and received four responses on the deadline of May 31, 2019. The Commission selected our current Town Engineer, Flynn Engineering Services, PA, as the most qualified firm. At the July 9, 2019 meeting, the Commission directed the Town Manager to negotiate a contract with Flynn Engineering, PA for Town Engineer Services.

We have negotiated the attached contract (**Exhibit 1**), which provides:

1. A three-year term with two, one-year option periods;
2. The Town Engineer will be paid an hourly rate or we can negotiate a lump sum amount for project work;
3. The following rates (Section 4.3) of the contract:

	Current Rate	Proposed Rate
Firm Principal	\$200	\$255
Professional Engineer	\$170	\$215
Graduate Engineer	\$140	\$180
Engineering/Planning Technician	\$130	\$180
Computer Drafter	\$105	\$130
Clerical	\$60	\$ 70
Expert Witness	\$325	\$350
Engineering Intern	N/A	\$ 90

4. A "most favored rates" clause that provides if Flynn offers lower rates to other clients, than the lower rates apply to the Town.

5. A maximum amount of \$100,000 that can be approved by the Town Manager in a fiscal year. The maximum increases 5% on October 1 of each fiscal year of the term of the agreement. Any expenditure over the maximum amount must be approved by the Town Commission.

Recommendation: Authorize the Town Manager to execute the Town Engineer Contract with Flynn Engineering Services, PA, with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Attachments: 1. Town Engineer Resolution and Contract

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A., FOR TOWN ENGINEER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued a Request for Qualifications for Town Engineer Services in accordance with the Consultant Competitive Negotiation Act (“CCNA”), Section 287.055 Florida Statutes; and

WHEREAS, on April 24, 2019, the Town received 4 responses to the Request for Qualifications; and

WHEREAS, on June 10, 2019, the Town's Evaluation Committee ranked the four (4) firms; and

WHEREAS, on July 9, 2019, the Town Commission selected the first ranked firm, Flynn Engineering Services, P.A. and authorized the Town Manager to negotiate a professional services contract with the Flynn Engineering Services, P.A.; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an agreement with Flynn Engineering Services, P.A. for Town Engineer Services.

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.

28 **Section 2. Piggyback Agreement Approved.** The Agreement with Flynn Engineering
29 Services, P.A. for Town Engineer Services, attached hereto as Exhibit “A,” is hereby approved.

30 **Section 3. Authorization to Execute Agreement.** The Town Manager is hereby
31 authorized to execute the Agreement with Flynn Engineering Services, P.A. for Town Engineer
32 Services, attached hereto as **Exhibit “A”**, together with such non-substantial changes as are
33 deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the
34 Town Attorney.

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

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

40 **PASSED AND ADOPTED** this _____ day of August, 2019.

41 _____
42 Mayor Chris Vincent

43
44 Attest:

45
46
47
48 _____
49 Town Clerk Tedra Allen
50 (CORPORATE SEAL)

51
52
53 APPROVED AS TO FORM:

54
55
56 _____
57 Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea – Town Engineer Agreement

This Agreement for Engineering Services (hereinafter referred to as “Agreement”) is made and entered into the _____ day of August, 2019 between the Town of Lauderdale-By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN"), acting by and through its duly authorized Town Commission, and Flynn Engineering Services, P.A., (hereinafter referred to as "ENGINEER").

WHEREAS, the TOWN issued a Request for Qualifications for Town Engineer Services in accordance with the Consultant Competitive Negotiation Act (“CCNA”), Section 287.055 Florida Statutes; and

WHEREAS, on April 24, 2019, the TOWN received 4 responses to the Request for Qualifications; and

WHEREAS, on June 10, 2019, the Town’s Evaluation Committee ranked the four (4) firms; and

WHEREAS, on July 9, 2019, the Town Commission selected the first ranked firm, Flynn Engineering Services, P.A. and authorized the Town Manager to negotiate a professional services contract with the ENGINEER; and

WHEREAS, on August 27, 2019, the Town Commission approved, and authorized the Town Manager to enter into this Agreement, which incorporated the results of such negotiation with ENGINEER.

NOW, THEREFORE, in consideration of the benefits provided by ENGINEER to the citizens of the TOWN and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1. RECITALS. The above recitals are true and correct and are incorporated herein.

Section 2. TERM. This Agreement shall commence upon execution by both parties and shall continue for three years until August 28, 2022 (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 one year each ("Renewal Term"). Each Renewal Term shall be upon the same terms, covenants and conditions as set forth in the Contract Documents, except for the rate adjustment provided for in Section 4.3. There will be no further privilege of extension for the Term of this Agreement beyond the Renewal Terms referred to above.

The TOWN may exercise its right to renew the Term of this Agreement by notifying ENGINEER in writing of its election to exercise its option to renew this Agreement

Section 3. SCOPE OF SERVICES

3.1 ENGINEER hereby agrees to perform and provide engineer services to TOWN and to act as the Town Engineer, including oversight and administration of engineering related activities. ENGINEER acknowledges and agrees that this includes coordination and technical support as required with Town Commission, Town Manager, other TOWN departments, public agencies, consulting engineers, and citizens. ENGINEER shall complete, among other items, the following tasks essential to the Town Engineer position:

3.1.1 Provide professional engineering services normally performed by a Town Engineer;

3.1.2 Act as the Town's certified Floodplain Manager to review all substantial improvement permits for compliance with all applicable codes;

3.1.3 Attend Town Commission meetings when requested;

3.1.4 Attend meetings with and on behalf of the Town to respond to engineering-related projects and issues;

3.1.5 Attend project review meetings with Town staff;

3.1.6 Assist in the preparation of the Capital Improvement Budget by providing cost estimates for a variety of capital projects;

3.1.7 Respond to queries from residents pertaining to Town engineering matters when requested by Town;

3.1.8 Review and approve plats, plat exemptions, and plat waivers in the capacity of Town Engineer;

3.1.9 Sign and seal applicable documents with regard to engineering sufficiency as needed by the Town including, but not limited to, engineering design drawings, plats, and permit applications;

3.1.10 Review and approve permits for work in the public rights-of-way and inspect the completed work;

3.1.11 Review and approve building permit submittals for engineering related activities and inspect the completed work.

3.1.12 Prepare agenda and other reports as required;

3.1.13 Review and approve water, sewer, paving, and drainage plans for compliance with Town Engineering Standards and other related applicable standards;

3.1.14 Provide value engineering reviews and constructability analyses of designs prepared for Town projects;

3.1.15 Direct, review, and approve in-house construction projects, including final design plans; provide technical administration as required;

3.1.16 Review, certify, and approve payments to contractors;

3.1.17 Consult with Town on construction projects;

3.1.18 Meet with officials from Federal, State and County Agencies and other cities on behalf of the Town;

3.1.19 Prepare and submit permit applications, meet with permitting agencies as necessary to acquire permits, and submit final permit reports;

3.1.20 Manage the Town's GIS database on the Town Engineer's computer system. The current data includes Broward County Property Appraiser Parcels and Tax Roll for properties within the Town, land use, zoning, flood zone, water main, sewer, and storm water information. Prepare maps and other GIS data on request. (The Town currently does not have real-time access to this data from Town offices.); and

3.1.21 Review Land Development Code requirements.

3.2 Special Projects

3.2.1. In addition to the tasks outlined in 3.1, ENGINEER and TOWN acknowledge that from time to time the TOWN may designate special projects to be completed by ENGINEER. Special projects may include, but not be limited to, the following projects:

- 1) Provide Civil Engineering Design for miscellaneous Town Projects,
- 2) Provide project management or oversight on various construction projects, and
- 3) Assist in the preparation of applications and supporting documents for government grants or loans.

3.2.2 All special projects assigned to ENGINEER shall be approved by the Town Commission or Town Manager prior to the commencement of the project.

3.2.3 If a special project includes the services of a specialized firm, ENGINEER shall include those costs in their proposal for the special project that is considered for approval by the Town Commission or Town Manager.

3.2.4 ENGINEER shall not commence any special project until a written Work Authorization or purchase order has been issued.

3.2.5 Any assigned special project shall be performed within the time frame established by the TOWN and ENGINEER in each work authorization. Minor adjustments to the timetable from completion approved by TOWN in advance, in writing, will not constitute non-performance by ENGINEER per this Agreement.

3.2.6 The ENGINEER shall not be compensated for any special project work that has not been authorized in writing by the TOWN.

3.2.7 For the designated special projects, ENGINEER shall be compensated pursuant to the hourly rates set forth in Section 4.03 of this Agreement or a lump sum amount that has been mutually agreed upon.

3.3 ENGINEER acknowledges and agrees that the Director of Development Services, or designee, is the individual on behalf of TOWN to coordinate the work to be completed by ENGINEER.

3.4 ENGINEER acknowledges and agrees that TOWN will not provide permanent administrative support or office space for this position. However, space will be provided for building permit review.

3.5 Upon the completion of each task assigned to ENGINEER, ENGINEER shall provide the applicable records to TOWN. All documents including, but not limited to, electronic files, drawings and specifications prepared in connection with the project constitute the work product of ENGINEER and a portion of the instruments of service with respect to the project. However, ENGINEER acknowledges that said documents are public records and the requirements of Florida Public Records law apply. Such documents and/or specifications constitute a portion of the integral services provided by ENGINEER and, as such, are not intended or represented to be suitable for reuse by TOWN or others or for extensions of the project or in connection with any other project. ENGINEER specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the project as set forth herein.

3.6 ENGINEER acknowledges that TOWN and ENGINEER shall establish mutually agreeable performance standards to evaluate ENGINEER'S performance based upon responsiveness, quality of work, turnaround time for the completion of required work and other standards agreed to by the parties. ENGINEER and TOWN'S Director of Development Services or designee shall document in writing the performance standards to be utilized as contract administration guidelines.

3.7 The parties acknowledge and agree that for the purposes of this Agreement, Jay Flynn, P.E. is designated Town Engineer and Dennis Schultz, P.E., is designated as the Assistant Town Engineer. Nothing shall preclude ENGINEER from using other members of the corporation; however, the designated Town Engineer and Assistant Town Engineer shall be the key persons assigned to this Agreement.

Section 4. CONSIDERATION

4.1 TOWN agrees to compensate ENGINEER for the services performed by ENGINEER on a lump sum or hourly basis. Lump sum billings shall be as negotiated and approved in writing in a TOWN Work Authorization. Hourly basis billings and the cost of printing plans submitted for permitting purposes shall be at the rates shown in Section 4.3.

Travel time is not normally paid by the TOWN. Any exception to this policy requires advanced written approval of the Town Manager.

ENGINEER's compensation is based on the work authorized by the TOWN. The TOWN does not guarantee any minimum compensation.

Town Manager may authorize work up to \$100,000 per fiscal year. The Town Manager's authorization shall increase 5% on October 1st of each fiscal year of the Term. Any work over the annual maximum shall be approved by the Town Commission.

4.2 Method of Billing and Payment.

(a) ENGINEER shall submit monthly invoices, together with a monthly status report, showing work completed and any on-going projects. The invoices, which may be submitted electronically, shall be submitted to the appropriate TOWN project managers.

The monthly status report shall be submitted to the Town Manager with a copy to the Municipal Services Director.

(b) TOWN will make its best efforts to pay ENGINEER within thirty (30) calendar days of receipt of each approved invoice.

4.3 As consideration for providing Town engineering services, ENGINEER shall invoice the TOWN at the following hourly rates:

Town Engineer (Firm Principal)	\$255
Professional Engineer	\$215
Graduate Engineer	\$180
Engineering/Planning Technician	\$180
Computer Drafter	\$130
Clerical	\$ 70
Expert Witness/Litigation Support	\$350
Engineering Intern	\$ 90

The hourly rate for specialty services not listed above shall be agreed to by the parties.

In the event that ENGINEER subsequently provides engineering services at rates less than the rates set forth herein, then the rates herein charged to TOWN shall automatically be reduced to the lower rate retroactive to the effective date of lower rates.

If TOWN exercises its option to renew this Agreement for a Renewal Term, then on the effective date of only the first Renewal Term, the hourly rates in this section shall be increased by five (5%) percent.

4.4 Reimbursable Expenses. The expense for printing/copying that is requested by the TOWN or for plan sets required by a permitting agency shall be charged according to the following schedule.

PRINTING COSTS

Item	Cost
CD	\$10.00 each
12 x 18	\$0.23 sheet
8.5 x 11	\$0.15 sheet
8.5 x 11 color	\$0.20 sheet
8.5 x 14	\$0.20 sheet
11 x 17	\$0.23 sheet
11 x 17 color	\$0.35 sheet
24 x 36	\$1.20 sheet
24 x 36 color	\$18.00 sheet
30 x 42	\$1.75 sheet
30 x 42 color	\$26.25 sheet
+ 30 x 42 color	\$3.00 Sq. Ft

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.1 Timely review and comment on all work products submitted by ENGINEER and schedule all required meetings on a timely basis.

5.2 Other assistance as may be reasonably required by ENGINEER to complete required work authorized by TOWN.

5.3 The Development Services Director or designee shall be the TOWN liaison for the Engineer.

Section 6. INSURANCE

6.1 ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of this Agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of ENGINEER engaged in work under the Agreement in accordance with the laws of the State of Florida. ENGINEER shall agree to be responsible for the employment, control, and

conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations.

Coverage shall specifically include the following endorsements with minimum limits not less than those required for Bodily Injury and Property Damage Liability per occurrence,

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ENGINEER in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

6.2 All liability insurance policies, except Workers Comprehensive insurance, shall specifically provide that the TOWN is an additional insured with respect to the required coverages and the operations of ENGINEER under the agreement. Insurance Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

6.3 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the qualifications of Financial Stability B+ to A+ in accordance with the latest edition of A.M. Best's Insurance Guide.

Section 7. INDEMNIFICATION

7.1 GENERAL INDEMNIFICATION: ENGINEER shall indemnify, save and hold harmless TOWN, its officers, agents and employees, from any and all damages, losses, liabilities and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of ENGINEER or his subcontractors, agents,

officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of ENGINEER and/or his subcontractors, agents servants or employees in the provision of the services under the Agreement.

7.2 PATENT AND COPYRIGHT INDEMNIFICATION: ENGINEER agrees to indemnify, save and hold harmless TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work prepared by the ENGINEER in connection with the performance of the Agreement.

7.3 Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 8. TERMINATION.

8.1 This Agreement may be terminated by either TOWN or ENGINEER at any time upon sixty (60) days' written notice to the other party. In addition, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto.

8.2 At TOWN'S option, and if so requested by TOWN, ENGINEER shall continue to provide the professional services contemplated herein pending the appointment/employment of its successor if such appointment/employment requires more than ten (10) days, and provided that TOWN exerts reasonable efforts within 120 calendar days to seek and select Town Engineer's said successor.

Section 9. RECORDS AND AUDIT. TOWN reserves the right to audit the records of ENGINEER relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, ENGINEER shall agree to submit to an audit by an independent certified public accountant selected by TOWN. ENGINEER shall allow TOWN to inspect, examine, and review the records of ENGINEER at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR. It is understood and agreed that ENGINEER is and shall remain an independent contractor with respect to the services being performed by ENGINEER pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN. ENGINEER shall perform the Services at the request of the Town Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the TOWN and ENGINEER. Unless expressly provided for otherwise in this Agreement, ENGINEER shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the TOWN or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the TOWN. Accordingly, ENGINEER shall not attain, nor be entitled to, any rights or benefits

of the TOWN, nor any rights generally afforded TOWN employees. ENGINEER further understands that Florida Worker's Compensation benefits available to employees of the TOWN are not available to ENGINEER or to any employee or agent of the ENGINEER. ENGINEER shall be responsible for complying with Florida's Worker's Compensation laws, as described in section (8), below. All employees and subcontractors of ENGINEER shall be considered to be, at all times, the sole employees or contractors of the ENGINEER, under its sole direction and not an employee, contractor or agent of the TOWN. ENGINEER is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

Section 11. PROFESSIONAL CONDUCT; CONFLICT OF INTEREST.

11.1 During the term of this Agreement, ENGINEER agrees not to accept representation of another client that is regulated or requires development approval from the TOWN or has interests that are directly adverse to TOWN'S interest.

11.2 ENGINEER covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. ENGINEER further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of ENGINEER or its employees, must be disclosed in writing to TOWN.

11.3 ENGINEER is aware of the conflict of interest laws of the Municipal Code of the TOWN, Broward County, and the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.4 ENGINEER warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 12. ASSIGNMENT. This is a personal services Agreement whereby TOWN has expressly retained ENGINEER. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS.

13.1 ENGINEER shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Lauderdale-By-The-Sea and of any other public authority, which may be applicable to this Agreement.

13.2 No Contingent Fees. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

individual or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13.3 No officer or employee of the TOWN, during his or her employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

13.4 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.

Section 14. VENUE. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. WAIVER OF JURY TRIAL. The TOWN and ENGINEER knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

Section 17. INSOLVENCY. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 19 SEVERABILITY. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 20. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the ENGINEER and the TOWN designate the following as the respective places for giving of notice:

As to TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N Ocean Drive
Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 N Ocean Drive
Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200

As to ENGINEER: Jay Flynn, President
Flynn Engineering Services, P.A.
241 Commercial Boulevard
Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 552-1004

Section 21. CONTRACT DOCUMENTS. Contract Documents refers to this Agreement, the Request for Qualifications No. 19-05-01 (RFQ), attached hereto and incorporated herein as Exhibit "A", ENGINEER's Proposal to the RFQ, opened May 31, 2019, 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 RFQ, and ENGINEER's Proposal.

Section 22. PUBLIC RECORDS. The ENGINEER shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

22.1 ENGINEER agrees to keep and maintain public records in ENGINEER's possession or control in connection with ENGINEER's performance under this Agreement.

ENGINEER additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. ENGINEER 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.

22.2 Upon request from the TOWN's custodian of public records, ENGINEER 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.

22.3 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.

22.4 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 ENGINEER shall be delivered by the ENGINEER to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by ENGINEER 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 ENGINEER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

Section 23. SCRUTINIZED COMPANIES

23.1 ENGINEER certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the ENGINEER or its subcontractors are found to have submitted a false certification; or if the ENGINEER, 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.

23.2 The ENGINEER agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

23.3 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE-BY-THE-SEA
By:

Tedra Allen, Town Clerk

William Vance, Town Manager
Date: _____, 2019

CONTRACTOR

Flynn Engineering Services, P.A.

By:

Jay M. Flynn, President
Date: _____, 2019

Approved as to Form:

By:

Susan L. Trevarthen, Town Attorney

Lucila Lang, Finance Director