



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, July 23, 2019

Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Rabbi Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a BugFest Kick-Off
[BugFest Kick.pdf](#)
[BUGFEST DAILY SCHEDULE 2019.pdf](#)
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a AMR June 2019 Report
[Cover Page.pdf](#)
[AMR LBTS Times 6-19.pdf](#)
8. **TOWN MANAGER REPORT**
 - 8.a 2nd Quarter Welcome Center Report
[Chamber Cover Page.pdf](#)
[2nd Qtr Welcome Center Reports.pdf](#)
 - 8.b Town Manager Report
[CoverPage - TM Report.pdf](#)
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a June 24, 2019 Commission Workshop Minutes
[CoverPage - 6-24-19 Workshop.pdf](#)
[062419 LBTS workshop 1st draft minutes.pdf](#)
 - 10.b June 25, 2019 Town Commission Meeting Minutes
[CoverPage 6-25-19.pdf](#)
[062519 LBTS Commission 1st draft minutes.pdf](#)

11. CONSENT AGENDA

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

[Cover Page.pdf](#)

[SEA Chanukah Festival and Menorah Lighting 12-22-19.pdf](#)

[Ex 2 Chanukah Festival 12-22-19 - Noise Radius Map.pdf](#)

[Ex 3 Legal Analysis of Town-Sponsored Holiday Activity 2011.pdf](#)

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

[CoverPage.pdf](#)

12. OLD BUSINESS

13. NEW BUSINESS

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

[CoverPage ILA.pdf](#)

[Proposed Lauderdale By The Sea Interlocal Agreement- 070319 \(002\).pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

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.

[CoverPage Tentative Millage.pdf](#)

[Exhibit 1 - Reso 2019-19 Adopting Tentative Millage Rate For FY 2020.pdf](#)

[EX 2 & 3.pdf](#)

- 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.

[Cover Page.pdf](#)

[2019-20 fire assessment reso.pdf](#)

[Exhibit 2 July 2019 Fire Recap.pdf](#)

- 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.

[Cover Page.pdf](#)

[Exhibit 1-Scope of Services Proposal.pdf](#)

[Exhibit 2- Reso 2019-21.pdf](#)

[Exhibit 3 - Erdman Anthony Agreement.pdf](#)

- 17.d 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.

[CoverPage.pdf](#)

[Ex. 1 Reso 2019-22 Enterprise Agreements Reso.pdf](#)

[EX 2 Master Equity Lease Agreement.pdf](#)

[EX 3 Addendum to Equity MLA.pdf](#)

[EX 4 Maintenance Agreement.pdf](#)

[EX 5 Maintenance Management and Fleet Rental Agreement.pdf](#)

[EX 6 FY 19 Vehicles.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: July 23, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

BugFest Kick-Off

Explanation:

Staff will announce the Official Kick-Off of BugFest 2019 starting July 23rd at Plunge.

Recommendation:

N/A

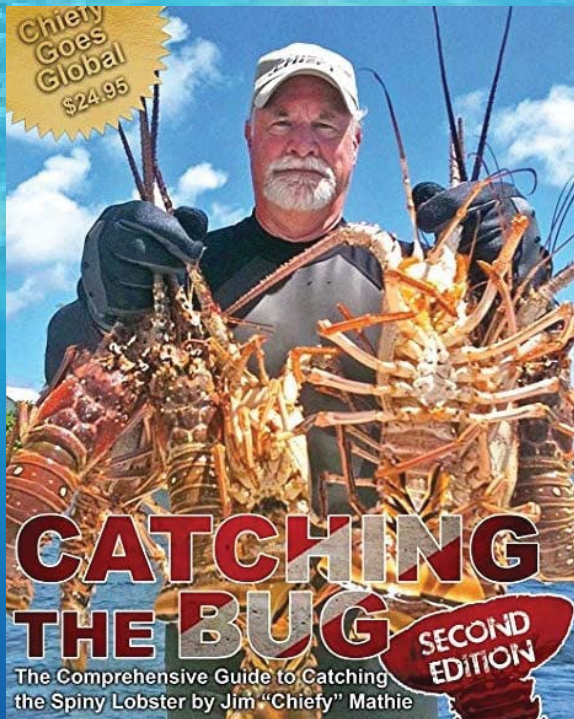
Attachments:

BUGFEST DAILY SCHEDULE 2019

BUGFEST 2019 DAILY SCHEDULE

TUESDAY, JULY 23RD

TWO FREE EVENTS AT PLUNGE BEACH HOTEL!



JIM 'CHIEFY' MATHIE 'CATCHING THE BUG' 6-7PM IN HOTEL LOBBY

Jim "Chiefy" Mathie, a retired Deerfield Beach firefighter and South Florida's favorite lobster hunting expert, will again give a free seminar from 6-7PM on catching bugs at **Plunge Beach Hotel**, 4660 El Mar Drive, **Lauderdale-By-The-Sea**. Meet us in the main hotel lobby that fronts A1A by the **Octopus Bar**. The one hour workshop is great for divers who are new to lobster hunting and will cover the basics on finding, catching, cleaning & cooking spiny lobsters. Chiefy is giving away **five free copies** of his second edition book, *Catching The Bug, The Comprehensive Guide To Catching Spiny Lobster*. Best of all, you can join Chiefy afterwards for a cold beer at the **Mini-Season Kickoff Party** at Plunge's beach bar!



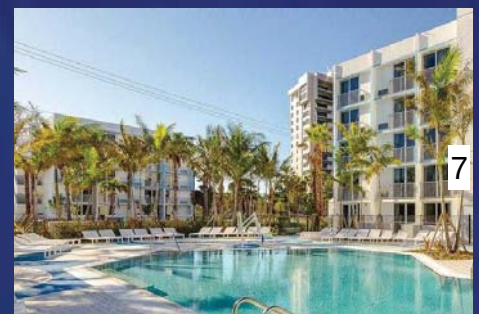
MINI-SEASON KICKOFF PARTY 7-9PM AT BEACHSIDE BACKFLIP BAR



Don't miss our **BugFest Mini-Season Kickoff Party** from 7 to 9PM on Tuesday, July 23 at **Plunge Beach Hotel**, 4660 El Mar Drive, **Lauderdale-By-The-Sea**. Sponsored by **Gold Coast Scuba**, the party will feature ScubaRadio mermaids, music by the **Scuba Cowboy** and more. Be among the first 100 people to sign-in and receive a ticket for one free locally-crafted draft beer. You can also register for the **Great Florida Bug Hunt** contest and buy a **Diveheart** raffle ticket for the chance to win a great dive trip.



BugFest Mini-Season Kickoff Party at Plunge!



BUGFEST 2019 DAILY SCHEDULE

WEDNESDAY, JULY 24TH

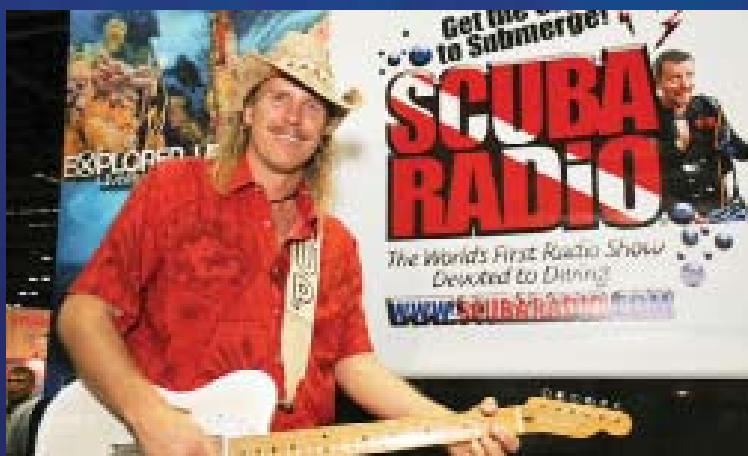
MINI-SEASON STARTS AT 12:01AM.
SCUBA COWBOY AT VILLAGE GRILLE 9PM



MIDNIGHT BEACH DIVE LAUDERDALE-BY-THE-SEA

Sign-Up for this night beach dive with **Gold Coast Scuba** (954-616-5909) in **Lauderdale-By-The-Sea**. In the past, this event has attracted about a dozen divers, so you have an excellent chance of winning a great prize. You can dive anywhere off the beach in Lauderdale-By-The-Sea, but you must weigh in your catch at **El Prado Park, 4500 El Mar Drive**. The park is right on the beach across from **Town Hall, 4501 N. Ocean Drive**. The weigh-in deadline for this event is **3AM**. Catch the biggest bug on this midnight dive and you will win a cool dive computer. Remember: You can catch a maximum of 12 mini-season lobsters per day anywhere north of the Florida Keys.

The Village Grille
The Village Pump



LAUDERDALE•BY•THE•SEA

SCUBA COWBOY AT THE VILLAGE GRILLE

Kick back and listen to your favorite trop rock tunes while enjoying great food, atmosphere, drinks and music while listening to our favorite diving troubadour, the **Scuba Cowboy** (aka Pup Morse). Pup will perform at the Village Grille from 8PM to 11PM. The restaurant and bar is at **4404 El Mar Drive, Lauderdale-By-The-Sea** (on the corner of El Mar Drive and Commercial Boulevard in **Anglin's**

Square). Pup will be joined by **Greg Holt** and friends from **ScubaRadio** along with **BugFest Lobster-In-Chief Steve d'Oliveira**, who will give a brief report on the biggest bugs that were caught on Wednesday and entered earlier that day in the **Great Florida Bug Hunt** lobster hunting contest.



BUGFEST-BY-THE-SEA 2019!

WEDNESDAY, JULY 24TH

CATCH 'EM & COOK 'EM

SANDS HARBOR MARINA, POMPANO BEACH

11AM-8PM!

NEW EVENT!

NEW EVENT!



Sands Harbor®
RESORT & MARINA



BugFest is proud to partner up this year with the **Sands Harbor Resort & Marina**, **Force E Scuba Centers** and **South Florida Diving Headquarters** on a new event — **Catch 'Em & Cook 'Em**. After catching your mini-season bugs on Wednesday, July 24, drop by the Sands Marina between noon and 8PM, where a chef will grill your lobster tail for \$14.99 (all sides included along with a signature Sands Intracoastal IPA beer). Grab a cold drink or take a refreshing dip in the pool while your fresh lobster is being prepared. The grill will be adjacent to the **BugFest Weigh-In Tent** on the north dock. **The Scuba Cowboy** will provide music dockside from 1 to 5PM, followed by **Friday At Five** from 5 to 9:30PM.



Sands Harbor Resort & Marina, 125 N. Riverside Drive, Pompano Beach, FL 954-942-9100.

BUGFEST 2019 DAILY SCHEDULE

THURSDAY, JULY 25TH

LOBSTER CHEF COMPETITION & 'THE BIG ONE GOT AWAY' DIVER AWARDS PARTY



BUGFEST LOBSTER CHEF CONTEST (5:30PM-7PM)

Our annual and always-fun lobster chef competition at the Town's **Beach Pavilion** and **Connie Hoffmann Ocean Plaza (1 Commercial Blvd.)** is always a fun event as five chef teams do their best to impress the BugFest judges with their crustacean creations. Each team is given four lobster tails and access to a gas grill. Over the years, the winning dishes included lobster pizza, lobster sliders and lobster grits. Chef teams are awarded points on taste, presentation and creativity. This year's competition will be hosted by **Greg Holt**, the fun host of **ScubaRadio**.

SPEED PAINTER DALE HENRY (7PM-7:30PM)



Artist **Dale Henry** will perform in the Ocean Plaza in Anglin's Square on **Thursday, July 25** at **7PM**. Before your amazed eyes, Henry will create a painting in a few short minutes. His works will then be auctioned off to the highest bidder. Dale was a big hit at BugFest back in 2017. "I've been a professional artist for over 20 years, doing commissions across the U.S. and around the world," he said. "Being born a Leo, all my life I felt I was meant to entertain on some level. It wasn't until I did my first speed painting performance that I realized what that would be. I enjoy putting on a show!"

BUGFEST DIVER AWARDS PARTY (7:30PM-8PM)

Once the chef competition ends, we award the cash and dive gear prizes for the **Great Florida Bug Hunt** contest. This year's dive prizes include an **Aqua Lung** regulator, dive computers, tanks, masks and other great prizes. Please support **Diveheart** by purchasing a raffle ticket; you could also win an awesome 7-night stay at the **Windjammer Resort & Beach Club** along with several other exciting trips and prizes. The **Scuba Cowboy** will also perform tonight! The fabulous **Aruba Beach Cafe** will also sell drinks and food to the audience members.



BUGFEST 2019 DAILY SCHEDULE

FRIDAY, JULY 26TH



FISH ID PRESENTATION

JARVIS HALL 7PM-8:30PM

Lureen Ferretti, an underwater photographer and avid marine environment activist, will give a Fish Identification presentation in Jarvis Hall. Lureen's passion for photography began at an early age. "Growing up, it was very rare for me to be without a camera. After graduating college, my desire to dive was rekindled after going splunking in a semi-dry cave and prompted me to get certified (at Dutch Springs quarry in PA). It didn't take long for me to figure out I needed to move to Florida for warm water, better diving and pretty fish. After referring to the fish I dove with every weekend as the pretty blue one or the funny looking yellow one, I learned the fish and became a REEF Advanced Assessment Team member." The event is free and open to everyone.

SATURDAY, JULY 27TH



REEF CLEAN-UP

Gold Coast Scuba will host a reef clean-up on Saturday, July 27th starting at **8AM**. Divers must register and sign-up at the Beach Pavilion/Ocean Plaza, next to Aruba's Beach Cafe, 1 Commercial Blvd. The clean-up is being supported by **PADI's Project Aware**. After the dive, the **Ocean Treasure Hotel** and **Gold Coast Scuba** will host a barbecue for the participating divers from **11AM** to **2PM** at the **Surf & Yacht Club** on El Mar Drive just south of Pine Avenue. For more info, call Gold Coast at **954-616-5909**. The pier clean-up was cancelled due to ongoing repairs to the structure.



BUGFEST 2019 DAILY SCHEDULE



SATURDAY, JULY 27TH



DIVEHEART BENEFIT

CONCERT 6:30-10:30PM

The **Town** is proud to once again host the **Third Annual Diveheart Music & Art Festival**, a free and family-friendly event on **El Mar Drive** in **Anglin's Square**. Diveheart is a non-profit charitable organization that teaches people with disabilities how to scuba dive. Buy a raffle ticket and you could win a fabulous dive trip. You can also bid on some awesome underwater photographs



or other creations by talented artists who donated their time and talent to support Diveheart. This year's line-up includes **Weedline**, **The Capricorn Blues Band**, **The Coppertones** and **Wolfhawk**. All proceeds benefit Diveheart, including its Diveheart Scuba Experience events, Adaptive Training and Scuba Diving Adventure.



GREAT FLORIDA BUG HUNT CONTEST CATEGORIES 2019

To participate in the Great Florida Bug Hunt, you must register beforehand. The cost is \$20. All divers receive a BugFest Goody Bag, which includes a BugFest T-shirt, a DAN 'Check Your Air' lobster gauge and safety info, Dive Training Magazine and more. Divers receive a raffle ticket for each lobster they weigh in during the contest. The raffle prizes include an Aqua Lung regulator, dive tanks, dive boat trips and hotel stays.

You can register at Gold Coast Scuba in Lauderdale-By-The-Sea, or at South Florida Diving Headquarters (SFDH) at the Sands Marina in Pompano. You can also register online with a credit card by PayPal at www.lbtsevents.com/bugfest/. By registering online, you agree to all the terms in the Town's BugFest Liability Waiver.

Call Lobster-In-Chief Steve d'Oliveira with questions at 954-640-4209, or e-mail him at steved@lbtsevents.com.

BUDDY TEAM

Biggest 12 Bugs Caught Off Broward By A Buddy Team on Wednesday. \$500

Biggest 12 Bugs Caught Off Miami-Dade or Palm Beach counties By A Buddy Team on Wednesday. \$500

All dive buddies on your team must individually register for the Great Florida Bug Hunt (no additional cost) by sending an e-mail to steved@lbtsevents.com. The deadline to register is 5PM on July 23rd. We divided the \$1,000 Buddy Team cash prize this year to reflect the fact that the average-size lobsters caught in Miami-Dade tend to be bigger than ones bagged in Broward. We also added Palm Beach, since we only had one entry out of Miami-Dade in 2018.

BOAT DIVING

Biggest Bug Caught Anywhere Off A Boat (private or commercial): First Place: \$400 / Second Place: \$100

BEACH DIVING

Biggest Bug Caught Anywhere Off The Beach: First Place: \$400 / Second Place: \$100

Biggest Bug Caught On Midnight Beach Dive off LBTSE: First Place: Sherwood Oasis Regulator \$420

GOLD COAST CHARTER BOAT DIVES

Biggest Bug Caught Wednesday Off The SFDH 6AM Aqua View Dive: Sherwood Wrist Profile Computer \$350

Biggest Bug Caught Wednesday Off the SFDH 6AM Black Pearl Dive: New Dive Tank \$200

BIGGEST BUG THURSDAY

Biggest Bug Caught Anywhere On Thursday (Boat or Beach) \$250

TOWN RESIDENT

Biggest Bug Caught By A Lauderdale-By-The-Sea Resident \$100

PRETTIEST LOBSTER

Prettiest Lobster Caught Anywhere By A Female Scuba Diver \$100
In case of a tie, the No. 1 tiebreaker will be the lobster's weight.

WEIGH-IN STATIONS & TIMES

El Prado Park, 4500 El Mar Drive, Lauderdale-By-The-Sea
Wednesday (4PM-7PM) / Thursday (2PM-6PM)

Sands Harbor Marina, 125 N Riverside Drive, Pompano Beach
Wednesday (10AM-8PM) / Thursday (10AM-5PM)





Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR June 2019 Report

Explanation:

AMR June 2019 Report

Recommendation:

Approve / Accept

Attachments:

AMR LBTS Times 6-19

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
6/17/2019	4500 BLK Bougainvilla Dr	21:11:17	21:11:24	21:11:46	0:00:29
6/28/2019	4500 BLK Bougainvilla Dr	18:39:13	18:40:02	18:40:02	0:00:49
6/26/2019	5600 BLK N Ocean Dr	11:12:38	11:13:55	11:13:59	0:01:21
6/22/2019	4500 BLK El Mar Dr	12:46:46	12:48:01	12:48:42	0:01:56
6/26/2019	4300 BLK N Ocean Dr	10:29:36	10:30:05	10:31:35	0:01:59
6/15/2019	200 BLK Commercial Blvd	11:42:43	11:43:57	11:44:49	0:02:06
6/4/2019	4600 BLK Poinciana St	18:08:05	18:08:25	18:10:16	0:02:11
6/26/2019	4200 BLK El Mar Dr	15:08:43	15:10:53	15:10:55	0:02:12
6/2/2019	1400 BLK S Ocean Blvd	17:58:09	17:58:13	18:00:22	0:02:13
6/8/2019	5100 BLK N Ocean Blvd	10:28:41	10:28:50	10:30:54	0:02:13
6/23/2019	100 BLK Commercial Blvd	00:48:30	00:48:38	00:50:46	0:02:16
6/28/2019	4400 BLK Poinciana St	14:56:25	14:56:31	14:58:44	0:02:19
6/30/2019	5000 BLK N Ocean Blvd	11:17:48	11:18:48	11:20:09	0:02:21
6/16/2019	100 BLK El Prado Ave	05:22:37	05:22:35	05:24:59	0:02:22
6/21/2019	100 BLK Commercial Blvd	07:03:46	07:03:53	07:06:08	0:02:22
6/7/2019	200 BLK Codrington Dr	13:19:01	13:19:43	13:21:27	0:02:26
6/9/2019	4400 BLK E Tradewinds Ave	02:10:18	02:10:23	02:12:47	0:02:29
6/4/2019	200 BLK Commercial Blvd	08:36:03	08:38:02	08:38:38	0:02:35
6/1/2019	5000 BLK N Ocean Blvd	11:52:55	11:52:59	11:55:31	0:02:36
6/4/2019	4500 BLK N Ocean Dr	22:44:40	22:46:40	22:47:16	0:02:36
6/30/2019	1900 BLK Coral Reef Dr	13:33:20	13:33:33	13:35:58	0:02:38
6/15/2019	4300 BLK N Ocean Dr	21:18:58	21:19:36	21:21:38	0:02:40
6/29/2019	2000 BLK S Ocean Blvd	18:09:33	18:09:49	18:12:15	0:02:42
6/29/2019	1600 BLK S Ocean Blvd	13:39:35	13:39:41	13:42:18	0:02:43
6/25/2019	4200 BLK Bougainvilla Dr	17:12:48	17:14:51	17:15:39	0:02:51
6/1/2019	4300 BLK El Mar Dr	22:44:28	22:45:00	22:47:20	0:02:52
6/2/2019	1800 BLK S Ocean Blvd	13:05:59	13:06:05	13:08:51	0:02:52
6/3/2019	5000 BLK N Ocean Blvd	12:58:22	12:59:00	13:01:16	0:02:54
6/8/2019	Commercial Blvd / N Ocean Dr	22:41:59	22:42:33	22:44:53	0:02:54
6/5/2019	5000 BLK N Ocean Blvd	19:29:57	19:30:52	19:32:52	0:02:55
6/2/2019	Commercial Blvd/N Ocean Dr	16:05:04	16:06:47	16:08:00	0:02:56
6/3/2019	4500 BLK N Ocean Dr	04:16:24	04:16:44	04:19:20	0:02:56
6/23/2019	1700 BLK S Ocean Blvd	20:54:10	20:55:17	20:57:06	0:02:56
6/30/2019	1500 BLK Blue Water N Ter	15:22:30	15:22:38	15:25:28	0:02:58
6/15/2019	1400 BLK S Ocean Blvd	06:59:58	07:00:02	07:03:00	0:03:02
6/22/2019	4300 BLK El Mar Dr	10:21:26	10:22:32	10:24:32	0:03:06
6/24/2019	6000 BLK N Ocean Blvd	10:44:37	10:45:13	10:47:46	0:03:09
6/9/2019	100 BLK Commercial Blvd	02:03:30	02:04:34	02:06:40	0:03:10
6/21/2019	3900 BLK N Ocean Dr	21:49:14	21:50:22	21:52:24	0:03:10
6/21/2019	1800 BLK S Ocean Blvd	20:50:33	20:51:22	20:53:48	0:03:15
6/7/2019	5400 BLK N Ocean Blvd	22:52:35	22:53:01	22:55:51	0:03:16
6/15/2019	5100 BLK N Ocean Blvd	10:29:03	10:33:27	10:32:19	0:03:16
6/11/2019	5100 BLK N Ocean Blvd	15:59:05	16:01:10	16:02:25	0:03:20
6/15/2019	200 BLK Commercial Blvd	16:54:22	16:55:15	16:57:42	0:03:20
6/2/2019	1800 BLK S Ocean Blvd	19:38:44	19:39:50	19:42:06	0:03:22

6/15/2019	4000 BLK N Ocean Dr	23:29:07	23:29:22	23:32:32	0:03:25
6/26/2019	4200 BLK Bougainvilla Dr	20:27:56	20:28:53	20:31:21	0:03:25
6/24/2019	4200 BLK N Ocean Dr	02:47:58	02:48:24	02:51:31	0:03:33
6/4/2019	4600 BLK El Mar Dr	18:49:22	18:52:38	18:53:01	0:03:39
6/15/2019	1400 BLK S Ocean Blvd	07:48:56	07:52:31	07:52:39	0:03:43
6/11/2019	4000 BLK N Ocean Dr	11:08:08	11:10:26	11:11:53	0:03:45
6/1/2019	2000 BLK Sailfish Pl	09:36:38	09:37:11	09:40:25	0:03:47
6/14/2019	5100 BLK N Ocean Blvd	00:23:49	00:23:59	00:27:37	0:03:48
6/8/2019	4300 BLK El Mar Dr	13:43:09	13:43:53	13:47:02	0:03:53
6/22/2019	200 BLK Commercial Blvd	22:08:40	22:11:20	22:12:34	0:03:54
6/16/2019	100 BLK Commercial Blvd	16:27:45	16:29:22	16:31:50	0:04:05
6/30/2019	1900 BLK Sailfish Pl	07:06:03	07:06:09	07:10:13	0:04:10
6/9/2019	200 BLK Neptune Ave	14:03:25	14:04:31	14:07:40	0:04:15
6/22/2019	1400 BLK S Ocean Blvd	01:40:53	01:42:25	01:45:10	0:04:17
6/12/2019	1800 BLK S Ocean Blvd	23:16:31	23:20:37	23:20:55	0:04:24
6/20/2019	1400 BLK S Ocean Blvd	17:37:38	17:37:50	17:42:02	0:04:24
6/14/2019	1400 BLK S Ocean Blvd	09:48:32	09:48:42	09:52:59	0:04:27
6/13/2019	1500 BLK S Ocean Blvd	10:56:00	10:56:40	11:01:04	0:05:04
6/3/2019	4600 BLK W Tradewinds Ave	16:40:45	16:40:51	16:46:07	0:05:22
6/4/2019	3200 BLK Oleander Way	03:16:54	03:17:45	03:22:25	0:05:31
6 Min or less = 100%				Average =	0:03:05



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Eva Marissa

Submitting Department: LBTS Chamber of Commerce

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

2nd Quarter Welcome Center Report

Explanation:

2nd Quarter Welcome Center Report

Recommendation:

N/A

Attachments:

**LBTS Welcome Center
Profit & Loss Statement**

Report Prepared By:

Periods: June



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Income

	1st Qtr	April	May	June	2019
Town LBTS Contribution	\$ -	\$ -	\$ -	\$ -	\$ -
CVB Funds	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -

Expense

Office Supplies & Expense	\$ 417.07	\$ 1,146.69	\$ 101.93	\$ 9.00	\$ 1,674.69
Welcome Center Bags	\$ -	\$ -	\$ -	\$ 469.80	\$ 469.80
Gross Visitor Center Wages	\$ 12,871.80	\$ 3,423.16	\$ 3,675.92	\$ 3,429.37	\$ 23,400.25
Office Maintenance	\$ 54.79	\$ -	\$ -	\$ 48.38	\$ 103.17
Postage	\$ 404.80	\$ 35.18	\$ 172.25	\$ -	\$ 612.23
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Expense	\$ 923.31	\$ 311.48	\$ 311.10	\$ 311.10	\$ 1,856.99
Computer Maintenance	\$ -	\$ 178.00	\$ 124.99	\$ -	\$ 302.99
TOTAL EXPENSES	\$ 14,671.77	\$ 5,094.51	\$ 4,386.19	\$ 4,267.65	\$ 28,420.12
NET INCOME	(\$14,671.77)	(\$5,094.51)	(\$4,386.19)	\$ (4,267.65)	(\$28,420.12)

LBTS Welcome Center
Wages Report
Periods: June

	1st Qtr	April	May	June	2019
Gross Visitor Center Wages	\$ 12,871.80	\$ 3,423.16	\$ 3,675.92	\$ 3,429.37	\$ 23,400.25
TOTAL GROSS WAGES	\$ 12,871.80	\$ 3,423.16	\$ 3,675.92	\$ 3,429.37	\$ 23,400.25
TOTAL HOURS FOR MONTH	590	196	192	190	1,168

LBTS Welcome Center



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Activity Report
Periods: June

DATE	MONTH	CATEGORY	2019	2018	2017	# CHANGE
05/31/2019	May	Car Rental Inquiries	12	54	67	-42
05/31/2019	May	Diving Inquiries	37	62	83	-25
05/31/2019	May	Hotel Accommodation Inquiries	1,364	2,447	1,353	-1083
05/31/2019	May	Website Active Users of LBTS.com	1,388	2,316	1,650	-928
05/31/2019	May	Visitor Guides Mailed	21	28	32	-7
05/31/2019	May	Walk-In Visitors	604	589	423	15

LBTS Welcome Center

Activity Report Summary

Periods: January - June



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Category	2019	2018	Change
Year to Date			
Car Rental Inquiries	106	217	-111
Diving Inquiries	406	240	166
Hotel Accommodation Inquiries	11,459	11,100	359
Website Active Users of LBTS.com	12,818	14,985	-2167
Visitor Guides Mailed	210	214	-4
Walk-In Visitors	5,352	6,016	-664

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	3:00 PM	2:00 PM
Total Hours		8.00	8.00	8.00	8.00	6.00	4.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM				
Close		5:00 PM	5:00 PM				
Total Hours		8.00	8.00				
Open		9:00 AM	9:00 AM				
Close		5:00 PM	5:00 PM				
Total Hours		8.00	8.00				

April 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	40	40	32	32	30	22
Daily Average	0	8	8	8	8	7.5	5.5
Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	
Weekly Total Hours	46	46	42	46	16	0	
Days in Week	6	6	6	6	2	0	

Monthly Statistics

Total Hours of Operation During Month	196
Total Days of Operating During Month	26
Closed Early In Observance of Easter	4

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open				9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close				5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours				8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00		8.00	8.00	6.00

May 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	24	32	32	40	40	24
Daily Average	0	8	8	8	8	8	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	30	38	46	46	32
Days in Week	4	5	6	6	4

Monthly Statistics

Total Hours of Operation During Month	192
Total Days of Operating During Month	25
Total Days Closed	2 CVB & Memorial Day

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							10:00 AM
Close							4:00 PM
Total Hours							6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00

June 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	32	32	32	32	32	30
Daily Average	0	8	8	8	8	8	6
Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5		
Weekly Total Hours	6	46	46	46	46		
Days in Week	1	6	6	6	6		

Monthly Statistics

Total Hours of Operation During Month	190
Total Days of Operating During Month	25



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report

Explanation:

*As all are aware on Thursday July 18 an independent FPL contractor caused the City of Ft. Lauderdale to lose the ability to produce water. Late yesterday morning a majority of LBTS homes and commercial businesses were negatively affected.

Throughout this ordeal LBTS Town personnel kept in close contact with our Downtown business interests as LBTS PIO pro-actively used multiple Town communication resources to keep leadership and residents informed as well.

As a result of this experience LBTS Public Services Director discovered the possibility for a 12" water-line connection between Pompano and Ft. Lauderdale to provide LBTS greater flexibility if/when we experience a similar situation. This could be a regional project. Mr. Rubach and I are going to immediately investigate how LBTS could potentially assist it forward and report back to Commission asap.

*Team Development meetings set to begin. First meeting with group of hoteliers desiring to discuss proposals to potentially improve Beach wedding opportunities.

*Town Commission considering TRIM notice resolution this evening and proposed TRIM rate will be successfully directed to Broward County prior to August 2.

*LBTS Public Services Director and TM worked closely with Aruba, Village Grill, 101, High noon and FPL to coordinate successful public/private effort to initiate long overdue electrical system upgrades in our increasingly busy LBTS downtown.

The installation of new copper electrical service wiring and installation of new transformers in these areas should eliminate historically routine and costly commercial downtown power outages along El Mar and East Commercial.

*Preliminary Terra Mar storm-water construction efforts have been initiated and TM, Public Services Director and Town Engineer are collectively working together to maintain active lines of communication with Terra Mar design engineers and interested Terra Mar property owners.

*Town Staff anticipate receiving new County provided Pelican Hopper Transit bus this week to replace existing Pelican Hopper with 200,000 miles on it. District 4 County Commissioner Lamar Fisher has been instrumental in his support for this regional transportation upgrade directly benefitting LBTS.

Recommendation:

N/A

Attachments:



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

June 24, 2019 Commission Workshop Minutes

Explanation:

June 24, Commission Workshop Minutes

Recommendation:

Approve/Accept

Attachments: Exhibit 1 – June 24, 2019 Commission Workshop Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Monday, June 24, 2019
6:00 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:00 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, Development Services Director Linda Connors, Town Engineer Jay Flynn, and Town Clerk Tedra Allen.

Mayor Vincent briefly reviewed the history of the three sites purchased by Florida Development Group (FDG) South, LLC. Since the time of purchase they have accrued roughly \$7 million worth of liens and Code violations. At the December 11, 2018 meeting, the Commission directed the Town Attorney to file foreclosure action against FDG South. Following the policy direction given at the March 12, 2019 meeting to stay the foreclosure lawsuit, the Town Attorney filed a joint motion for a temporary stay of foreclosure to allow FDG South the opportunity to bring the properties under purchase and sales contract.

FDG was successful in this effort and entered into a contract to sell the subject properties to Concord Wilshire Pillsbury Group (known as Concord Wilshire). Pursuant to the stay of foreclosure, Concord Wilshire is required to submit applications for Site Plan approval and Code Compliance lien mitigation in a timely fashion. The deadline for filing these applications with the Town is June 28, 2019.

If the deadline is met, the Town has agreed to file a request for an additional stay of foreclosure, during which time they will process the Site Plan, lien mitigation, and other applications necessary for the hotel redevelopment of the properties. This will also provide an opportunity for FDG to finalize their purchase and sales contract. If the necessary applications are not filed by Concord Wilshire, the stay of foreclosure will cease and litigation will proceed.

The proposed hotel development is premised upon vacating a portion of El Mar Drive beginning at Palm Avenue and ending at the northern boundary of the Holiday Inn and Villa Caprice properties. Prior to official filing of the Site Plan and other necessary

applications, both Staff and Concord Wilshire request policy direction from the Commission on the proposed right-of-way vacation and related Site Plan.

The proposed hotel development includes 230 hotel units encompassing both the Holiday Inn and Villa Caprice properties. The existing structure on the Holiday Inn property will be demolished and replaced with a new 100,000 sq. ft. structure at the grandfathered height limit that currently exists. The development will include additional building square footage to be constructed at the maximum allowed height of three stories and no higher than 33 ft. above normal grade.

To accommodate the proposed development, Concord Wilshire requests to vacate a portion of El Mar Drive, subject to the existing 20 ft. utility easement. If the right-of-way is vacated, the street would be closed to vehicular and possibly pedestrian traffic. A boardwalk fronting onto the ocean is proposed for pedestrian circulation.

A traffic study will be submitted by Concord Wilshire to address the effects and identify required mitigation associated with the proposed hotel development. They have also identified the need for two variances necessary to implement the development:

- Increasing the maximum building length
- Reducing setback requirements

Mayor Vincent advised that the materials provided by Concord Wilshire are preliminary documents submitted for initial review and discussion, and do not represent final application materials or plans. Staff has not yet completed a formal review of the attached materials, nor have they made a file determination regarding the completeness or compliance of the application with Town Charter, Codes, or any applicable regulations. The formal application will be subject to the Town's Development Review requirements and procedures.

Mayor Vincent concluded that the workshop is intended to establish a clearer understanding of the proposed Site Plan for redevelopment of the FDG South properties. He emphasized that this is the first of many phases and discussions to come. Public comment will be allowed following the presentation from Concord Wilshire.

The following Item was taken out of order on the Agenda.

3. DISCUSSION ITEM – Proposed Redevelopment of FDG South Property

- **The Town Commission will hear and discuss a presentation by Concord Wilshire of a development concept for the former Holiday Inn Hotel, located at 4116 North Ocean Drive, and (ii) the former beachfront Villa Caprice Hotel, located at 4108 and 4110 El Mar Drive, properties that are currently owned by Florida Development Group South, LLC**
 - **Proposed Development for 4116 Ocean Drive (former Holiday Inn) and 4108 and 4110 El Mar Drive (former Villa Caprice)**

Dennis Mele, representing Concord Wilshire, advised that the level of detail presented at tonight's workshop will be less than what is expected of a normal Site Plan approval hearing. The group expects to file its formal Site Plan application later in the week, along with a lien mitigation application.

Mr. Mele explained that Concord Wilshire considered the previous structures on the subject property, as well as acreage, height, and density, in determining the number of rooms proposed for redevelopment. Code and Charter provisions were reviewed in order to ensure that their proposal fit within the Town's parameters. They also looked into parking requirements.

While a previous version of the Site Plan showed 230 rooms, the current plan would provide 207 units. Mr. Mele showed different orientations of the property in order to display vehicular, pedestrian, and bicycle circulation. As the Town also wishes there to be circulation along El Mar Drive, the group is considering ways to accommodate this as well. They are consulting with coastal engineers to determine the elevation at which the project's first habitable floor will begin. This elevation is dictated by Federal Emergency Management Agency (FEMA) regulations.

Elements of the hotel may include two major brands. Mr. Mele stated that Concord Wilshire has significant expertise in hotel development. Driveways on the properties from A1A will remain the same in accordance with Florida Department of Transportation (FDOT) regulations. Circulation will remain interior to the property to prevent traffic from entering nearby neighborhoods.

Mr. Mele reviewed views of the beach and ocean from the proposed buildings as well as the boardwalk, pointing out that these plans do not exceed the height, square footage, nor room count currently allowed on the site. The parking garage plan provides interior circulation to the garage and back out to Palm Avenue.

Development Services Director Linda Connors explained that Staff reviews all Site Plan applications and processes them before the Town Commission. The procedure for review of Concord Wilshire's upcoming application will include months of review to determine what does or does not meet Town Code. A public hearing will be held before the Town's Planning and Zoning Board. Property owners within 300 ft. of the proposed development will be notified of this hearing. If variances are required, there may be another public hearing before the Board of Adjustment.

Once the application has been reviewed by the appropriate advisory body or bodies, it will come to the Town Commission for another public hearing. This meeting will also require public notice. The Commission will vote upon the project at that time.

Development Services Director Connors emphasized that this can be a very long process. She added that it was likely the hearings on this proposed project will fall on dates when most Town residents will be present during the cooler months of the year.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, felt El Mar Drive was prime real estate within the Town that is regularly used by residents, and expressed concern that vacating a portion of this roadway would lead to a domino effect on other Town roadways. Aside from this concern, she felt the project could be positive for the Town.

Mersine Hennessey, resident, asked how many variances would be required if the project advances as indicated in Concord Wilshire's plans. She also stated her opposition to any vacation of El Mar Drive.

Karen Pontano, representing the Board of Directors of the Caribe, asserted that their primary concern was blocking off a portion of El Mar Drive that would affect their building. She was also concerned with the traffic the development would generate, loss of pedestrian safety, and the potential effect on sea turtle nesting season.

Mayor Vincent clarified that there have been no proposals that would block off El Mar Drive from pedestrian traffic. He added that Palm Avenue will not be vacated, and access will continue to be provided for the Caribe and the Surf and Yacht Club.

Alex Kublickis, resident, described the existing buildings on the subject properties as eyesores that contributed to loss of revenue for nearby businesses. He felt the proposed development had the opportunity to create a high-end resort and concluded that a compromise to allow the development would give the best result for the Town.

Ryan Hanrahan, resident, advised that while he did not oppose new development, he was not in favor of any blockage of vehicular traffic on El Mar Drive. He also expressed concern that the entrance to the hotel would be located directly off A1A and that the project proposes an above-ground garage.

Susie Wojtowicz, resident, also opposed blocking El Mar Drive. She advised that any traffic study conducted by Concord Wilshire and/or the Town should be held during the high season to get a clear idea of the volume in-season traffic. She provided the Town Clerk with a letter from neighbors who were unable to attend the workshop.

Mark Stern, resident, commented that the scope of the proposed project was excessive for a small town with respect to its size and its effect on traffic. While he agreed the subject property should be reclaimed and eyesore structures removed, he also opposed taking away any portion of El Mar Drive.

John Boudin, resident, reiterated that the proposed project would not close El Mar Drive, but would change an access point to it so residents and pedestrians will still be able to use the roadway. He recalled that the Town has made great improvements since approximately 2010.

Ellen Percudani, expressed concern with the effect that closing El Mar Drive would have on emergency vehicular access. She added that El Mar Drive provides easier access for individuals with disabilities who may have difficulty accessing the Town via A1A, and cautioned that a boardwalk could make the beach less safe for nesting sea turtles.

Lisa Quaranto, resident, stated that her primary concern was traffic flow in the subject area, particularly for cyclists that access El Mar Drive from Hibiscus Drive. She was in favor of a traffic study that took drivers, cyclists, and pedestrians into account.

Lang Ryder, resident, opposed any vacation of El Mar Drive for development purposes. He pointed out that the prospective purchaser does not yet own the property in question.

Kelly Byron, resident, opposed closing El Mar Drive to vehicular traffic, and noted that a current public access area with two parking spaces would effectively belong to the hotel if the proposed plans are followed. She felt the proposed boardwalk should be moved back to the property line.

Denise Lambert, resident, cautioned that allowing large hotel chains to develop within the Town and take control of public property could set an unwanted precedent. She also expressed concern with the proposed project's impact on traffic.

Nancy Dvorak, resident, did not believe any development should take over a public roadway. She also expressed concern with access for vehicles serving the proposed hotel, and with the availability of the proposed boardwalk for multiple modes of transportation.

Greg Anderson, resident, stated that he was concerned for individuals with physical disabilities who regularly use El Mar Drive to access other parts of the Town. He also cautioned that the current property owner, who has accrued millions in liens and Code violations, will benefit if the property is sold.

Rich Barnhart, resident, felt good points had been raised on both sides of this issue. He noted that the subject property is affecting local property values, and emphasized that the workshop is a preliminary discussion.

David Chanon, resident, advised that vacation of a portion of El Mar Drive could result in traffic and safety issues for the Town. He felt a responsible project such as this should be developed on the subject site; however, he objected to giving public property to a private owner without public benefit.

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

The Commission took a brief recess at this time.

Upon resumption of the meeting, Development Services Director Connors addressed many of the questions raised by members of the public, including:

- Number of variances needed for the proposed project: this is not yet known, as a finalized application has not been submitted for review thus far

- Traffic issues: these will be reviewed first, and the applicant is required to have a traffic engineer perform and submit a study or studies to Town Staff; the Town's traffic engineer will also review the studies
- Closure: public access to the beach will not be closed at the end of the Town's Portals; none of the requests made by the developers of the Plunge Hotel had included a request for any closure of El Mar Drive
- Contract subject to vacation: the proposed contract is subject to the purchaser being able to apply for a vacation, not to their receiving the vacation
- Loss of sand dunes: the landscaping shown in the renderings is not absolute, and must follow state regulations regarding vegetation
- Loading/unloading of service vehicles: trucks are designed to load or unload at a specific location of the site's surface parking area
- Turtle issues: the developer is required to follow all state regulations regarding turtle safety, including use of amber lighting on the proposed boardwalk
- Establishing a precedent: any application accepted by Staff for review must go before the Commission at a public hearing and is judged on a case-by-case basis
- Sidewalks: the project will include sidewalks

Mr. Mele of Concord Wilshire also addressed residents' concerns, clarifying that it is customary for a contract purchaser to postpone closing on the property until a project has been approved. He added that while it is unfortunate that the current owner of the property would benefit from the transaction, the Town would be better off resolving issues and working with a new owner. He concluded that Concord Wilshire is now more aware of which aspects of the project require further address.

Additional questions were asked by the public at this time. John McMillan, resident, requested clarification of whether or not a hotel must be built on the property. Mr. Mele confirmed that it is the prospective owners' intent to build a hotel.

It was also asked when a traffic study for the subject property would be conducted. Mr. Mele advised that any traffic study must either occur during the peak season or be adjusted to reflect peak season traffic.

Jim Madgett, resident, requested additional information regarding the height and makeup of the proposed building(s). Development Services Director Connors explained that with the exception of the grandfathered five-story building, height is limited to 33 ft. from a building's first habitable floor. The grandfathered five-story building will have 100,000 sq. ft. The Town's Charter provides this protection to properties with an

approved Site Plan prior to demolition. The building allowed the grandfathered height may be constructed on any part of the Holiday Inn site; however, this would not be permitted on the Villa Caprice site.

Commissioner Oldaker requested additional information on the conclusions that will be reached by the prospective traffic study, which may include assumptions that are not helpful to existing situations or plans. Mr. Mele advised that an applicant's traffic study will be performed by an engineer who will meet with the Town's traffic professional to discuss methodology.

Jay Flynn, Town Engineer, continued that traffic studies determine the impact a development will cause to local traffic. Depending upon that impact, the developer may need to improve traffic conditions to ensure traffic is not degraded by the development.

Town Attorney Trevarthen further explained that based on the Town's research, they have first priority on the subject property through foreclosure; however, the Town's claim is only a fraction of the property's potential value, which means they would not own the property outright. Returning to the foreclosure process would include significant litigation by FDG South.

Vice Mayor Sokolow also spoke positively about the proposed project and its potential impact, and the prospective developer has heard at tonight's meeting that residents do not wish El Mar Drive to be closed to vehicular traffic. He concluded that he was in favor of the proposal and felt it was likely the Town can find middle ground with Concord Wilshire.

Commissioner Malkoon commented that he had spoken to acquaintances in the hospitality industry regarding what might be done with the subject property. The Town's preference is for a hotel that will support the local hospitality economy and by extension other Town businesses. The feedback he received indicated the site can be converted to a hotel without the necessity of vacating a portion of El Mar Drive. He felt Concord Wilshire was a capable developer and willing to compromise.

Mayor Vincent also expressed confidence in Concord Wilshire as a development partner, pointing out that the applicant is not challenging the height or density requirements of the subject site. He emphasized that there are likely to be concessions on both sides in reaching a compromise.

4. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 7:42 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

June 25, 2019 Commission Meeting Minutes

Explanation: Approval of June 25, 2019 Commission Meeting Minutes

Recommendation:

Approve/Accept

Attachments:

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 25, 2019
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:30 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, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, 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

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

Mayor Vincent welcomed new Assistant to the Town Manager Neysa Herrera

5. PRESENTATIONS

5.a 4th of July Update

Special Projects Coordinator Debbie Hime briefly reviewed the upcoming 4th of July event. Participants in the parade are asked to be at the starting point on Bougainvillea Drive by 9 or 9:30 a.m. The parade begins at 10 a.m. along El Mar Drive and ends on Hibiscus Drive. Family activities are planned in El Prado Park beginning at 11 a.m. Fireworks begin on the beach at 9 p.m. Event sponsors include the Village Grill, Aruba, 101 Ocean, Taco Craft, State Contracting, Flynn Engineering, Shorehaven Resort, and Breakaway Inn.

Commissioner Oldaker thanked Town Staff for the work they have put into the upcoming event.

Broward Sheriff's Office (BSO) Captain Tom Palmer addressed holiday traffic, explaining that during the parade, there will be periodic closures of Town roadways. Once the parade has passed through an area, roads will be reopened. In the evening, when fireworks begin, the Commercial Boulevard bridge will be closed to traffic. Residents are encouraged to walk or bike to the fireworks display, as drivers will be delayed after the show. Anglin Square may be closed at roughly 8 p.m. depending upon the volume of pedestrian traffic.

5.b Traffic Crash and Traffic Citation Presentation

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Linda Peck, representing the Hillsboro Lighthouse Board, thanked the Commission for their annual donation toward this nonprofit. These funds are used primarily for maintenance. Recognition of Lauderdale-By-The-Sea is planned on November 10, 2019. Free passes will be available to residents on that date.

Ken Brenner, resident, stated that he is opposed to Item 15B, which applies to waterfront hotels.

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

7. PUBLIC SAFETY DISCUSSION

7.a AMR May 2019 Report

Commissioner Oldaker praised American Medical Response's (AMR's) response times. Commissioner Malkoon added that he had performed a contractual review of the agency and identified no major issues.

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

8. TOWN MANAGER REPORT

8.a Town Manager Report

Town Manager Bill Vance advised that structural issues with the Datura Portal are ongoing, and recalled that at the June 11, 2019 Commission meeting, the Commission approved an expense of up to \$20,000 to be used to verify the structure's integrity. He and Municipal Services Director Ken Rubach have recommended the Town use \$14,000 of the \$20,000 to replace the Portal rather than repairing it. The Commissioners agreed to this by consensus.

Commissioner Malkoon requested an update on the Bougainvillea Drive parking project. Municipal Services Director Ken Rubach advised that contractors are awaiting permits from Broward County to remove trees on the site and install storm sewers. The site will be opened to traffic within a few weeks.

Vice Mayor Sokolow noted that the Commission will be asked to set the Town's millage rate over the summer. Town Manager Vance replied that he will submit a balanced budget proposal for fiscal year (FY) 2019-2020 before July 4, 2019. The budget calendar will be determined at the Town Commission's first July meeting. The tentative millage rate is due in July as well and must be submitted to the County for inclusion on notices.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reported that the State Legislature has passed a bill stating local governments may regulate the use of "e-scooters" on streets and sidewalks. The Town passed a Resolution in January 2019 to prohibit use of these scooters in Lauderdale-By-The-Sea.

10. APPROVAL OF MINUTES

10.a May 28 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

Mayor Vincent requested that Item 11C be pulled for additional discussion.

11.a Special Event Application Request for “Patriots Fan Weekend” from Village Grille and 101 Ocean for Live Music on Friday, September 13, 2019

11.b Special Event Application from Village Grille for Fan Day and Bus Transportation on Sunday, September 15, 2019

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

11.c Budget Transfer for Beach Cleaning Services

Mayor Vincent recalled that the Commission has recently received complaints regarding seaweed and other natural debris present on the beach. To address this, beach cleaning will be increased to seven days per week rather than five.

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

12. OLD BUSINESS

12.a Considering Penalties for Violations of Section 5-8 (Plastics Ordinance) of the Town Code

Mayor Vincent advised that he and Town Attorney Trevarthen have discussed proposed fines for Ordinance violations. Fines are listed in the Commissioners’ backup materials. He recommended that no civil penalty be enforced until May 2020, as this is a new Ordinance and is not intended to disrupt the coming season.

Town Attorney Trevarthen explained that the proposed fines are as follows:

- First offense: \$50
- Second offense: \$100
- Third or subsequent offense within 12 months: \$500

The backup materials also include a chart showing all penalties associated with Town Code violation for purposes of comparison. The Plastics Ordinance applies not only to businesses but to individuals attending special events on Town property. If the

Commissioners approve the proposed penalties, Staff will bring the Item back for adoption along with a schedule of penalties to be included in Code. Verbal warnings will be given from August 17, 2019 until May 1, 2020.

Commissioner Oldaker asked if penalties will be adopted by Resolution or will be written into an Ordinance. Town Attorney Trevarthen replied that Staff is evaluating whether or not a schedule of penalties may be adopted by Resolution or by Ordinance.

The Commissioners agreed by consensus to have Staff bring back a schedule of penalties including the fines associated with the Plastics Ordinance.

13. NEW BUSINESS

13.a FY 20 Non-Profit Funding Request

Finance Director Lucila Lang noted that some of the institutions making nonprofit funding requests have representatives present at tonight's meeting.

Will Spencer, representing 2-1-1 Broward, recalled that in the previous year, their system received two suicide intervention calls from Lauderdale-By-The-Sea. 2-1-1 Broward receives these emergency calls as well as general information and referral calls. The funding request would help cover basic needs such as food and shelter.

Charlotte Taylor, representing the Aging and Disability Resource Center, stated that this agency is the prime planning, coordinating, funding, and advocacy body for projects and services benefiting individuals of 60 years and over. They are requesting \$9253 from the Town, which would be used toward services such as adult day care, meals, legal assistance, referrals, case management, emergency alert response, and personal care.

Myrna Miott, representing the Broward Children's Center, explained that this agency provides 24-hour for medically vulnerable children and young adults, many of whom have survived severe accidents.

Commissioner Strauss disclosed that he is a member of the Board of the Broward Children's Center.

Pamela Fletcher, representing Broward College, requested funds in support of off- and near-shore research activities. Their request is for \$2000, which would be used toward

equipment. Students would be brought to the Town's near-shore environment to gain experience and collect data.

Pablo Calvo, representing the Early Learning Coalition of Broward County, explained that this agency is the state of Florida's administrator for all school readiness and pre-kindergarten dollars in Broward County. Services include publicly funded child care for families that are working or attending school.

Ed Corley, representing House of Hope, stated that this agency serves 520 individuals and families dealing with substance abuse and addiction issues. They recently opened a medication-assisted treatment program that specifically addresses the opioid crisis in Broward County.

Mayor Vincent noted that in comparison to FY 2019, FY 2020 donation requests have increased by approximately 7%. The majority of the increase would go to the South Florida Wildlife Center, which made a presentation at a previous Commission meeting.

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

13.b Voting Delegate for the Florida League of Cities (FLC) 93rd Annual Conference

Mayor Vincent noted that the Florida League of Cities' Annual Conference will be held from August 15-17, 2019 in Orlando. Each municipality is asked to designate one elected official to serve as their voting delegate for Resolutions and other issues.

A motion was made by Commissioner Malkoon, seconded by Vice Chair Sokolow, for Commissioner Malkoon to attend the FLC event. Motion carried 5-0.

14. COMMISSIONER COMMENTS

The Commissioners wished all present a safe and happy 4th of July.

Commissioner Oldaker suggested that the Town consider an electronic sign to be placed in front of Jarvis Hall to would provide notice of public events.

15. ORDINANCES 1ST READING

- 15.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**

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

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to continue this Item to the July 9, 2019 meeting. Motion carried 5-0.

- 15.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” 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**

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

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to defer this Item to the July 9, 2019 meeting. Motion carried 5-0.

16. ORDINANCES 2ND READING

- 16.a Ordinance 2019-06 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020**

FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR ON NOON FROM THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that the Town make an effort to publicize this election separately from the presidential primary in order to encourage voter turnout.

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

None.

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 7:25 p.m.

Mayor Chris Vincent

Lauderdale-By-The-Sea
Regular Town Commission Meeting
June 25, 2019

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title:

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

Explanation:

Chabad Lauderdale-By-The-Sea has the attached Special Event Application (**Exhibit 1**) requesting Commission approval to hold a Chanukah Festival and Public Menorah Lighting ceremony at the Connie Hoffmann Ocean Plaza on Sunday, December 22, 2019 between 5:30 p.m. and 8:30 p.m.

The applicant anticipates approximately 100 spectators and 10 volunteers will attend the event.

Event Set Up	1:00 p.m.
Event Start Time	5:30 p.m.
Event Stop Time	8:30 p.m.
Clean Up Completed by	10:30 p.m.

The event includes a live band, a Menorah lighting ceremony, and (free) food. Since the stage is proposed to be in the same location as last year, we are providing the noise radius map (**Exhibit 2**) presented with the 2018 application, showing the proposed stage location and the noise boundaries established in Chapter 13-6, Noise Limitation (also see condition # 10).

Because the Menorah lighting ceremony predates the Town's plaza use fees, the Commission has waived the plaza use fees (\$425) for this event in the past, and the waiver of those fees is reflected in Condition 1. This is consistent with the Commission's decision to waive the fees for annual Community Church's Easter Sunrise Service in the same location in past years. In addition, Condition 1 waives the \$25 electrical service fee for use of Town electrical outlet in the plaza and the \$106.75 parking fees for five (5) parking permits (not reserved).

The Applicant also requests the Town provide a \$2,000 co-sponsorship to assist with the cost of the public event. Legal response from Town Attorney (**Exhibit 3**) regarding analysis of Town-Sponsored Activities is attached. As the Town Attorney has advised in the past, it is not appropriate for the Town to sponsor or co-sponsor religious events, and the Town has not sponsored either this event or the Easter service event.

Recommendation:

We recommend approval of the event with the following conditions:

1. The Town will waive the \$100 application fee, the \$425 Ocean Plaza rental fee, the \$25 electrical service fee and the \$106.75 parking permit fees for a total of \$656.75.
2. The Police Chief will:
 - a. Specify the number of BSO detail officers needed for traffic and crowd control; and,
 - b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Applicant will reimburse the Town for this expense.
3. The attendees will be directed to the public bathrooms at the El Mar Plaza.
4. The event site will be organized in a safe manner to protect attendees. All electrical cords and similar materials will be covered to avoid a trip hazard.
5. Parking will operate according to normal parking regulations.
6. No road closures are approved.
7. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress or egress.
8. The Permit Holder shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
9. Setup of the event will start at about 1:00 p.m. and the area will be cleaned and open by 10:30 p.m.
10. The Permit Holder shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. If the Director requires, the Permit Holder shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.
11. All sound systems will be operated so as not to violate the Town's Code, including Section 13-6, Noise Limitation. (Noise shall not exceed 85 dba or 85 dbc between the hours of 7:00 a.m. and 10:00 p.m. and 75 dba or 75 dbc during the hours of 10:00 p.m. and 11:00 p.m. when measured at or beyond 100 ft. If applicable, the limit is 65 dbc reaching into a residential area.)
12. All noise will end promptly at 8:30 p.m.
13. Power supply needed will not exceed Town's power supply of 20 amps.
14. The Permit Holder shall provide written notice to all properties affected by this event by November 22 2019. The notice and distribution area will be approved by the Town prior to distribution.
15. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
16. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
17. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
18. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

19. At least thirty (30) days prior to the event, the Permit Holder shall provide a Certificate of Liability Insurance that meets all of the insurance requirements of Chapter 17, Section 17-9.
20. The Permit Holder shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants will be held responsible for providing the Town notice of any change in insurance coverage. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Applicants will provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
21. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant will provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and will be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
22. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event will expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event without increasing the administration costs of the Town.
23. Applicant will owe no monies to the Town at the time of the event. There will be no outstanding fines, moneys, fees, licenses, permits, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
24. Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
25. The Town Manager may suspend permission for this event due to construction activities, failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
26. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
27. The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments: Exhibit 1. Special Event Application for Community Chanukah Festival December 2, 2018
Exhibit 2. Code Compliance Noise Level Map
Exhibit 3. Attorney's Legal Response to Town-Sponsored Activities



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

The Town of Lauderdale-By-The-Sea
Special Event Application

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

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

B. Singer
Signature of Applicant

Print Name: BENZION SINGER

Event Name: CHANUKAH FESTIVAL



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)

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

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

Name of Event: CHANUKAH FESTIVAL

Event Purpose, Description and Activities: MENORAH LIGHTING, MUSIC, REFRESHMENTS

New Event ☐ or Returning Event ☒ Previous Attendance 100

Day(s) and Date(s) of Event: SUNDAY - DEC 22, 2019

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

OCEAN PLAZA. E. COMMERCIAL BLVD.

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

Participants: NA #Spectators 100 #Adult volunteers: 10

Please complete the following table:

Activity	Day	Time
Start of set-up:	12-22-19	1:00 PM
Start time of the Event:	12-22-19	5:30 PM
EVENT		
End time of the Event:	12-22-19	8:30 PM
Start of Clean up:	12-22-19	8:30 PM
Clean-up completed by: (Site restored to original condition)	12-22-19	10:30 PM

Name and address of host or sponsoring organization: CHABAB LAUDERDALE BY THE SEA

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: BENZION SINGER

Mailing address: 4747 N. OCEAN DR. # 238, SEA RANCH LAKES

Phone: 954 607 1104

Mobile phone: 954 263 7692

Email: rabbi@jewishlauderdale.com Fax:

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

Name(s): BENZION SINGER

Mailing address: SAME AS PERSON SUBMITTING APPLICATION

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? YES ☒ NO

If yes, describe services requested, if any: USE existing electric in ocean plaza.
please see attached letter for further details.

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached) PLEASE SEE ATTACHED.

FEES

Are there fees or donations collected on site from the participants or spectators?

YES

☒ NO

If yes, provide details:

SOUND SYSTEMS

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

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

☒ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance: APPROPRIATE CHANUKAH MUSIC.

☐ Planned recorded music

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

USE OF AVAILABLE OUTLETS AS IN PREVIOUS YEARS.

CLEAN EVENT STANDARDS

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

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

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

Name: CHABAD LAUDERDALE BY THE SEA Email: rabbi@jewishlauderdale.com

Address: 6747 N. OCEAN DR. # 238 SEA RANCH LAKES.

Daytime phone: 954 607 1104

Mobile phone: 954 263 7692

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: 0

Canopies: 0

Stages: 1 (stage owned by village pump as last year)

Bleachers: 0 list size and max load:

UTILITIES

Chairs 100
Memorabilia

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

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

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

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

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

YES NO
L.S. [Signature] [Signature]

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

~~_____~~ Electrical power:
~~_____~~ Water:
~~_____~~ Gas, propane, BBQ grills, generators:
~~_____~~ Fuel Storage:

NA

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide: 1 BANNER SIZE 3'x10', BEHIND STAGE.

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan) will use town's restrooms at EL MAR PLAZA

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES ☒ NO
I don't know, please advise _____

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:
ENTERTAINMENT, CHAIRS, FOOD AND SUPPLIES DROP OFF/PICK UP AT PAVILION.

TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the Event?
☒ YES ☐ NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.
NO SPECIFIC METER NUMBERS REQUIRED, REQUESTING 6 SPACES.
All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

CONCESSIONS:

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

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

If YES, has the Florida Health Department approved the food vending Site Plans?

YES ☒ NO

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

Is the food free of charge ☒ or for sale ☐

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

NO VENDORS - CHABAP SUPPLIES FOOD.

Please list the types of food that will be served:

PASTERIES, POTATO LATHES

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

Charcoal Grills ☐	Sterno ☒	Fryers ☐	Open fires ☐
Propane Grills ☐	Refrigerators ☐	Smokers ☐	Hoods ☐
Concession trailers ☐	Warmers ☐	LP Tanks ☐	Other ☐

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

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

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

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name	Company	Vendor Type
------	---------	-------------

ANIMALS

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

Are animals included in your event?

YES ☒ NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES ☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released BS.

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial B.S.

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 1:00p and the area will be cleaned and open by 10:30am
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

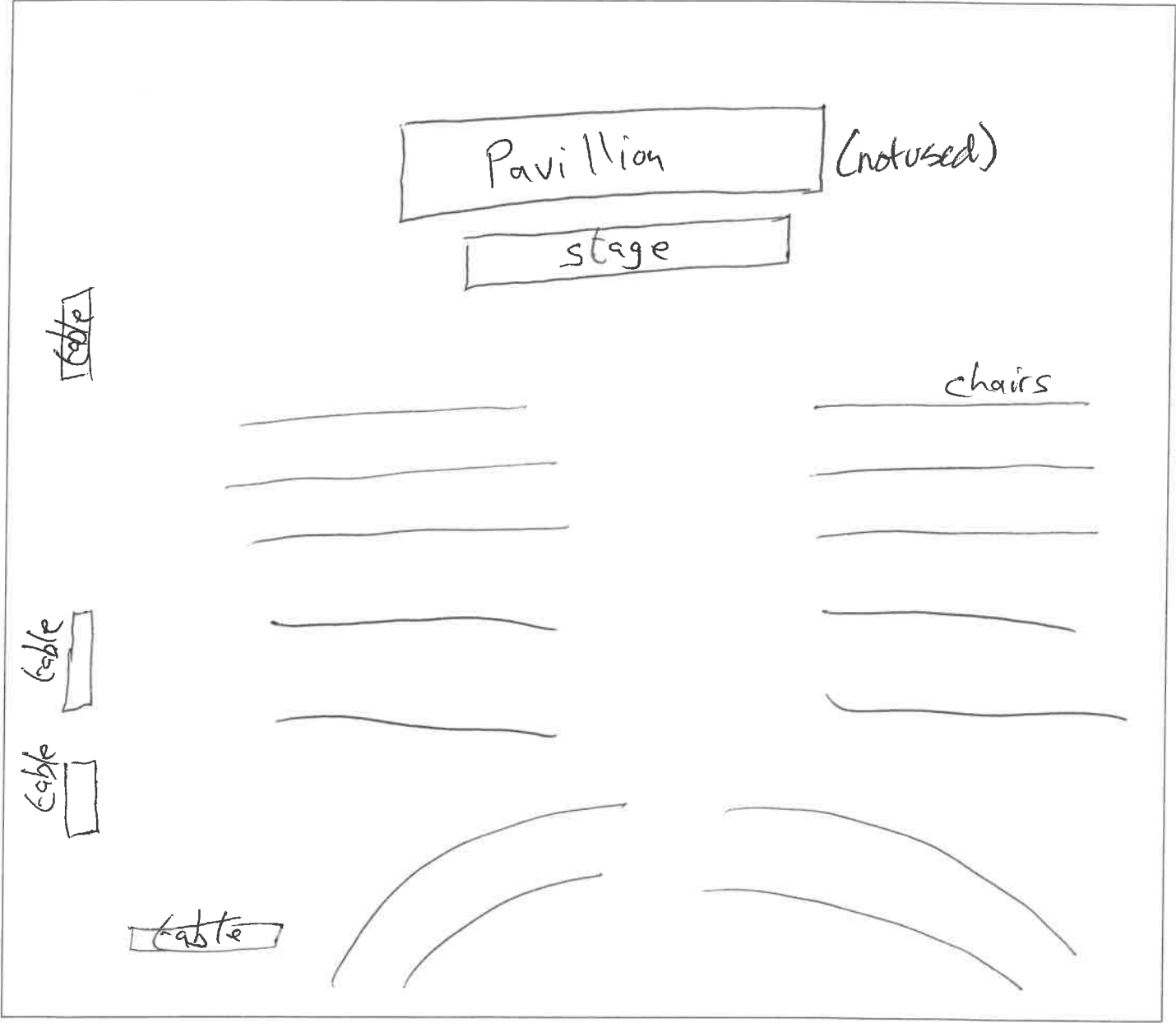
Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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



Applicant's Certification

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

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

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

B. Singer
Applicant's Signature (required)

7-11-19
Date

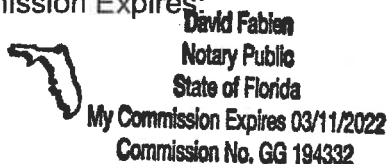
BENZION SINGER - DIRECTOR, CHABAD
Applicant's Printed Name and Title/Organization

954 607 1104
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by BENZION SINGER who is personally known to me/provided
FL Driver's License as identification and who did/did not take an oath.

[Signature]
Notary Public, State of Florida
My Commission Expires:


David Fabien
Notary Public
State of Florida
My Commission Expires 03/11/2022
Commission No. GG 194332



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8015481650C-3	08/19/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHABAD LUBAVITCH LAUDERDALE
BY THE SEA INC
4747 N OCEAN DR STE 238
LAUDERDALE BY THE SEA FL 33308-2948

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Ever since the first public menorah on record in the US was lit at Independence Mall in 1974, the unifying initiative of public menorah lightings has become a sensation at prestigious, even unimaginable locations such as in the White House with the participation of the President and the First Lady, the Sydney Opera House, Moscow's Red Square, Berlin's Brandenburg Gate, Hong Kong Harbor, the Eiffel Tower in Paris, and Independence Mall in Philadelphia. We light these menorahs in towns and cities as an overall celebration of values held by many peoples and communities. By publicly participating in the seasonal festival of lights, we actively reaffirm the celebration of our freedom, inspired by the historic Maccabees' victory of right over might, the miracle of light over darkness, and understanding and justice over intolerance and bigotry. These values are not exclusive to Judaism and our event is open to all.

Given this celebration of universal values, we are requesting the Town to provide the same level of support for the Chanukah Festival **as it does for other Holiday themed events in Lauderdale By The Sea.**

We are requesting the rental and \$100 application fee to be waived, including plaza usage-\$425, \$25 electric fee and fees for requested parking spaces to be waived. We are kindly requesting a financial sponsorship of \$2000 towards this community Holiday Festival.

Sponsorship of this event will demonstrate the Town's commitment to community, cultural diversity, as well as the values of justice and tolerance. As part of the Town's sponsorship, we will also be willing to print the Town's logo on all flyers, emails, websites, tee shirts, and other venues reaching an estimated 2-3 thousand persons. In addition, the event also benefits local businesses. In the past, our festival of lights event has been attended by the town's citizens of all backgrounds. While there, they visit local businesses. The event also brings in people from outside of Lauderdale by the Sea who support local businesses in the area during and after the event.



Code Compliance Staff Memo

Event Applicant: Rabbi Singer

Event Name: Chanukah Music Fest

Event Date(s): December 2, 2018 and December 22, 2019

Event Location: Town Pavilion

Notes: The approximate noise measurement radius is depicted above. Measurements were determined using the Broward County Property Appraiser's measuring tool. The radius extends 100 feet in every direction from the source of sound, in accordance with measurement standards of Ordinance Section 13-6(d) (Section 13 is attached). The starred areas indicate the most likely points where staff would stand to take noise readings; however, measurements may be taken at any point at or beyond 100 feet from the source of sound.

The event is approximately 160 feet south and 360 feet north of the Residential Zone (shaded in blue) which has substantially lower noise limitations than the rest of the surrounding area. The maximum noise levels for continuous amplified noise (music) in each zone are shown on the map. Advance care should be taken to ensure the noise emitted by the event will not exceed 65 dBC when measured from any portion of the nearby Residential Zone areas to the north and south.

Weiss Serota Helfman
Pastoriza Cole & Boniske,
P.L.

Memo

To: Connie Hoffmann, Town Manager

From: Susan L. Trevarthen, Town Attorney
Johanna M. Lundgren, Assistant Town Attorney

Date: March 24, 2011

Re: Constitutional Legal Analysis of Town-Sponsored Holiday Displays and
Private Religious Activity in Square

Introduction

The Town of Lauderdale-By-The-Sea (the "Town") requested a legal opinion as to the permissible uses of the Commercial Boulevard intersection at El Mar and surrounding sidewalks and streets known as Pelican Square (the "Square," as shown in the attached aerial) by the Town and members of the public under the First Amendment of the United States Constitution. Specifically, the Town has requested advice as to the types of holiday displays the Town may authorize within Pelican Square and the downtown.

Historically, the Town has displayed a Christmas tree in the median in the center of the roundabout at the west end of Pelican Square, and hosted a Christmas-By-The-Sea celebration sponsored by the Town Chamber of Commerce in the Square and throughout downtown, including a parade. See attached articles from ByTheSeaFuture, dated December 17, 2010 and December 18, 2009. The Town has also allowed Chabad Lauderdale-By-The-Sea to place a menorah at the Square near the Christmas tree or in the Town's beach pavilion, a covered pavilion open to the public and adjacent to the beach at the east end of the Square. See photos in articles.

Based on our research of the issues and the authorities cited below, we are of the opinion that the Town may erect holiday displays on Town property, including the Square, which may include religious holiday symbols such as a crèche and menorah only if they are displayed amongst secular holiday items such as the Christmas tree. Furthermore, as the Square is likely to be deemed a public forum for free expression, the Town must allow private religious expression, but may prohibit persons from placing unattended displays there or adopt other policies governing how such displays will be handled (i.e., size,

length of display, safety of proposed location and installation, etc.). An explanation of the relevant law follows.

Relevant Constitutional Provisions

The use of Town property for Town-sponsored holiday displays or for private religious expression primarily implicates the Establishment Clause and the Free Speech Clause of the First Amendment.¹ The Establishment Clause provides that "Congress shall make no law respecting an establishment of religion...". The Free Speech Clause provides that "Congress shall make no law ... abridging the freedom of speech." See *U.S. Const. Amend I*. These provisions are made applicable to state and local governments through the Fourteenth Amendment.

The Free Speech Clause dictates what conditions the Town may place on **private** expression in the Square and other Town property. It prevents the government from restricting the content, and in some cases the manner, of expression of members of the public. The Establishment Clause restricts the types of holiday displays **the Town** may erect in the Square and on other Town property.² It prohibits government from appearing to take a position regarding adherence to any religious organization or belief. *Lynch v. Donnelly*, 465 U.S. 668, 687 (1989). The Supreme Court has explained that "there is a crucial difference between government speech endorsing religion, which the Establishment Clause forbids, and private speech endorsing religion, which the Free Speech and Free Exercise Clauses protect." See e.g., *Board of Education of Westside Community Schools v. Mergens*, 496 U.S. 226, 250 (1990).

The first part of this analysis examines the conditions the Town may place on **private** expression on public property under the Free Speech Clause.

I. What Conditions May The Town Place on Private Expression In the Square?

The Town's ability to control or limit private speech or expression is determined according to the location and context of the expression. The

¹ / Although private religious speech on government property is also protected under the Free Exercise Clause, these cases are usually resolved under the Free Speech Clause. *Sumnum v. Callaghan*, 130 F.3d 906, 913 (10th Cir. 1997).

² / The Florida Constitution contains an establishment clause in Section 3, Article I and a free speech clause in Section 4, Article I. Our research has located no decisions interpreting these provisions in a manner inconsistent with the interpretations of like provisions of the United States Constitution. Accordingly, the instant analysis, though equally applicable under the Florida Constitution is limited to judicial interpretations of the United States Constitution.

conditions that the Town may place on expression in a public place depend on whether that place is deemed to be a "public forum" for free expression. *United States v. Kokinda*, 497 U.S. 720, 726-727 (1990). Free speech rights are most extensive in a public forum, where governmental regulations of the content of expression are subject to "strict scrutiny" analysis, meaning that they must be narrowly drawn to serve a compelling governmental interest. *Perry Educational Assn. v. Perry Local Educator's Assn.*, 460 U.S. 37, 45 (1983).³

Thus, in order to determine how the Town may condition the use of the Square for private expression, it is necessary to determine whether the Square is considered a public forum for First Amendment purposes and, if so, what kind of public forum it is. As shown below, a court would most likely determine that the Square is a traditional public forum for free expression.

A. How Do Courts Determine What Constitutes a Public Forum?

Courts examine the physical nature of the property as well as its historical and designated uses to determine whether a public place constitutes a public forum. The Supreme Court has identified four classifications of public property under First Amendment jurisprudence: 1) the traditional public forum, 2) the designated public forum, 3) the limited public forum and 4) nonpublic forums. *Perry, supra.*; *Kokinda*, 497 U.S. at 725-726. The four types of forums are described below.

1. The Traditional Public Forum

A traditional public forum is public property which by its very nature is the type of property that has historically been held in trust for the use of the public and has traditionally been used for purposes of assembly, communication of thoughts and discussion of public questions. *Perry*, 460 U.S. at 45. The Supreme Court has identified city streets and sidewalks and public parks as quintessential examples of traditional public forums. *Id.* These types of property are generally considered, without further inquiry, to be public forums. *United States v. Grace*, 461 U.S. 171, 179 (1983).

While these types of public property are almost always deemed to be traditional public forums, it is possible for them to be converted to non-public forums if their physical nature is altered. *Hawkins v. City and County of Denver*,

^{3/} Governments may enforce *content-neutral* regulations on the time, place and manner of private expression in public forums, so long as the restrictions are narrowly tailored to serve a significant government interest and leave open ample alternative channels of communication. *Perry*, 460 U.S. at 45.

170 F.3d 1281, 1288 (10th Cir. 1999); *ACLU v. City of Las Vegas*, 13 F. Supp.2d 1064, 1074 (D.Nev.1998).⁴

Conversely, the government cannot change the forum status of public property merely by declaring it to be a nonpublic forum. *Grace* at 180. Thus, the Town could not change the Square into a non-public forum simply by erecting a fence around it or barring any further activity therein. The ownership or nature of the property must be changed. Moreover, in order to change its public forum status, a sale of public property must be a legitimate transfer of ownership and control. If the municipality remains entwined in the management or control of the property, it remains subject to constitutional constraints. *Evans v. Newton*, 382 U.S. 296 (1966) (Court disregarded sham transfer of a city park made to avoid prohibitions against racial segregation by government.)

Displays permitted in a public forum are summarized in the following chart, and further analyzed below.

Type of Display in Public Forum	Constitutional Status	Ability to Have Religious Ceremony or Observance
Privately Sponsored	Town may allow; if allowed, must be even-handed in who can display; can regulate manner	Allowed, if display is allowed
Publicly Sponsored	Town may display, as long as explicitly religious items are in context with secular symbols of the holiday season	Not allowed

2. The Designated Public Forum

A designated public forum is public property that the government has opened for public use as a place for expressive activity, although not traditionally used for such purposes. *Perry*, 460 U.S. at 45. School board meeting rooms and state university meeting facilities are examples of designated public forums. *Id.* Unlike a traditional public forum, a designated public forum may lose its public forum status if the government removes the public forum designation. *Id.*

⁴ / See also, *International Society for Krishna Consciousness (ISKON) v. Lee*, 505 U.S. 672, 700 (1992), Justice Kennedy concurring. ("In some sense the government always retains authority to close a public forum, by selling the property, changing its physical character, or principal use.") Although a concurrence is not considered binding, this opinion provides a strong indication that a Florida court would rule that a government may eliminate a traditional public forum by selling the property or altering its nature. However, as shown below, the government is subject to constitutional restraints even in a non-public forum.

However, as long as the property remains a public forum, the government is bound by the same restrictions as apply in a traditional public forum. *Id.* at 46.

3. The Limited Public Forum

A limited public forum is public property that the government has designated for only certain types of activities. *Good News Club v. Milford Central School*, 121 S. Ct. 2093 (2001); *Bloedorn v. Grube*, 631 F.3d 1218 (11th Cir. 2011). When the state establishes a limited public forum, it is not required to allow persons to engage in every type of speech, and may be justified in reserving the forum for certain groups. *Good News Club*, 121 S. Ct. at 2100. However, any restrictions must not discriminate against speech based on its viewpoint and must be reasonable in light of the purpose served by the forum. *Id.*

For example, a school district may allow use of its classrooms after school hours for social and civic events that promote the welfare of the community, such as Cub Scouts and YMCA activities. In this case, the constitutional right of access would only extend to events of similar character. *Id.* at 2097. However, the government could not deny access to the property for an event of similar character based on a disagreement with the viewpoints of the group wishing to use the property. Similarly, the Town Commission meetings might be considered limited public forums, because the Town allows for general public comment on items not related to the Commission agendas.

Thus, if the government allowed the Young Democrats to hold a meeting in a limited public forum, it would have to allow the Young Republicans to do the same. However, it could allow community organizations to use the facility while excluding investment seminars. Such selectivity by the government would be constitutionally prohibited in a traditional or designated public forum.

4. The Non-Public Forum

A nonpublic forum is any other public property that has not been traditionally used for or designated for use as a forum for expressive activity. *Kokinda*, 497 U.S. at 726; *ISKON* 505 U.S. at 679. For example, an elevated sidewalk extending from a U.S. Postal Service office to the public sidewalk was determined to be a nonpublic forum, as distinguished from the sidewalk adjacent to the street, which is considered a traditional public forum. *Kokinda* at 727.

B. What Kind of Forum is Pelican Square, and What Conditions May the Town Place on Private Expression in the Square?

The area known as Pelican Square has the characteristics of two of the quintessential traditional public forums – parks and city sidewalks. It is made up of the center of the traffic circle within the intersection of Commercial Boulevard and El Mar Drive, and the public green space within the landscaped medians of

Commercial and El Mar, and the surrounding streets and sidewalks, which end at the beach pavilion to the east. This area is the hub of the Town's commercial center, and has consistently functioned as an open and accessible public space, like a public park or plaza, and frequently hosts public gatherings and special events. Accordingly, a court would likely deem it to be a traditional public forum⁵ and would apply the strict scrutiny analysis outlined above to any Town restriction on the public's right of free expression in the Square.

The Town probably could not demonstrate a compelling governmental interest that would justify eliminating all expressive activity or all religious expression from the Square. Thus, as a practical matter, the Town may only enforce reasonable, content-neutral restrictions as to the time, place, or manner of private religious expression or other expression.⁶ Such restrictions must be tailored to serve a significant governmental interest and must leave open ample alternative means of communication. *Chabad Lubavitch of Georgia v. Miller*, 5 F.3d 1383 (11th Cir. 1993).

^{5/} Although the Supreme Court has not decided a case involving an identical piece of property, the Court's clear identification of parks, streets, medians and sidewalks as quintessential traditional public forums suggests that the Square is a traditional public forum. Lower courts in other jurisdictions have determined that similar public places are traditional public forums. See e.g., *Krafchow v. Town of Woodstock*, 62 F. Supp. 2d 698 (N.D. NY 1999). ("Village Green" which was only 145 feet by 50 feet in size was still considered a traditional public forum); *Acorn v. City of New Orleans*, 606 F. Supp. 16 (D.C. La. 1984) (New Orleans' "neutral ground" areas, which are medians in divided streets which separate traffic flow going in opposite directions were found to be traditional public forums). In any event, the Town's previous policies toward the Square, which include allowing the placement of a privately-sponsored menorah, support the conclusion that the Square would also be considered a "designated public forum" and the Town would be bound by the same restrictions. See *Snowden v. Town of Bay Harbor Islands, Florida*, 358 F.Supp.2d 1178 (S.D. Fl. 2004) (the United States District Court for the Southern District of Florida found that the grassy median dividing the Broad Causeway was a designated public forum, because the Town had consistently allowed display of a privately-owned menorah there.)

^{6/} For example, nonprofit groups in Miami Beach may use tables for solicitation only from 8am to one half hour after sunset. The Eleventh Circuit Court of Appeals reasoned that the city had a significant government interest in protecting the groups and the public from criminal activities, where the non-profit groups carried large amounts of cash, and were not protected by enclosed structures, and thus were vulnerable targets for criminal activity. *One World One Family Now v. City of Miami Beach*, 175 F.3d 1282 (11th Cir. 1999).

C. What Private Expression Must the Town Allow in the Square?

In a public forum, such as the Square, there is no question that private groups, whether religious or not, may express their views and ideas. *Capital Square Review and Advisory Board v. Pinette*, 515 U.S. 753 (1995). Just as a political party may be present at the Square to speak its message and even solicit donations, a religious group is free to speak, sing, pray and bring in signs and symbols expressing its beliefs subject to time, place and manner restrictions. *Kokinda*, 497 U.S. at 723. However, the Town is not legally required to permit private persons or groups to place unattended displays in the Square.⁷ *Capital Square* 515 U.S. at 760. If the Town does allow private holiday displays, it must do so on a non-discriminatory, content-neutral basis. It should also provide guidelines as to what size of display is appropriate, what safety measures must be adhered to, and how long the display may remain.

Importantly, the Town may not prevent private religious expression in a public forum solely because the Town fears that members of the public will mistakenly believe that the Town sponsors the expression. Religious speech enjoys the same protection as any other speech. *Id.* In a decision that is binding in Florida, a federal appellate court ruled that the state was required to permit a Jewish group to erect a menorah in a public park where the state and city did not otherwise prohibit members of the public from erecting displays, regardless of their secular or religious nature. *Chabad*, 5 F.3d at 1383. The court specifically rejected the state's argument that such a display might cause the appearance that the state endorsed a particular religion. *Id.* The court determined that such a possibility could be remedied by a well-placed sign explaining that the state did not erect the display and does not endorse a particular religion. *Id.* at 1386.⁸

^{7/} The Town has previously allowed such displays, after approving a special event application, and does not have a written policy. The Town could adopt a policy that would prohibit any persons or entities other than the Town from leaving any materials or erecting any unattended display on any public property overnight. This would allow the Town to erect an annual holiday display in the Square but prohibit private parties or groups from doing so. Alternatively, the Town could regulate such activity. It is recommended that the Town adopt a written policy, rather than handle applications on a case-by-case basis, to avoid claims that the Town is basing its decisions regarding the use of the Square on the content of the expression.

^{8/} However, a case involving a private religious display in a non-public forum would likely reach the opposite result. Allowing a private religious display such as a menorah, cross or crèche standing alone in a non-public forum, or in a public forum in which displays are generally prohibited, could be deemed to be a government endorsement of a particular religion or religious group in violation of the Establishment Clause. *County of Allegheny v. American Civil Liberties Union*, 492 U.S. 573 (1989).

II. What Restrictions Govern Town-Sponsored Holiday Displays in the Square or on Other Public Property?

As explained above, the Town is prohibited by the Establishment Clause from taking actions that would give the appearance that it is endorsing a particular religion. Often referred to as the "separation between church and state," this provision of the Constitution has been the subject of numerous court cases in recent years that have affected the type of displays governments may erect.

The Supreme Court, however, has been reluctant to create a "bright line test" to state explicitly what types of government-sponsored holiday displays are and are not permissible under the Establishment Clause. *Lynch v. Donnelly*, 465 U.S. at 687. Instead, the Supreme Court has applied a set of criteria, known as the *Lemon* test, after the name of the case in which it was first applied, as the primary method for analyzing Establishment Clause claims. See *Lemon v. Kurtzman*, 403 U.S. 602, 612-613 (1971).

To be held constitutional under the *Lemon* test, a challenged governmental action must (1) have a secular purpose; (2) have as its primary effect neither the advancement nor the inhibition of religion; and (3) not create excessive government entanglement with religion. *Id.* Challenged conduct that does not meet all three criteria will be deemed to be unconstitutional under the Establishment Clause. A challenge to a government-sponsored holiday display would be analyzed under these criteria.

A. Can the Town Erect a Holiday Display Which Includes Religious Symbols?

While the Establishment Clause prohibits the Town from promoting or endorsing religion, it does not prevent the Town from erecting a holiday display in the Square or on other Town property, provided that the display is deemed to have a secular purpose. Recent Supreme Court cases have provided some guidance as to what is considered secular and what is considered religious.

The United States Supreme Court has ruled, for example, that a state-sponsored display of an 18-foot Hanukkah menorah next to a 45-foot Christmas tree, accompanied by a sign saluting liberty in front of a government building, was a secular display and thus not a violation of the Establishment Clause. *County of Allegheny v. American Civil Liberties Union*, 492 U.S. 573 (1989). Significantly, the fact that the menorah was on loan from a religious group and that the city stored and maintained it was not deemed to violate the Establishment Clause. The ownership and control of the display does not determine whether it is constitutional; the context is the key.

The Court indicated, however, that, had the menorah been displayed alone or in a less secular context, it might have reached a different result. Thus, the context in which symbols are displayed helps determine whether they have a secular or religious message. *Id.* at 613. The *Allegheny* Court reasoned that, since the Christmas tree is widely accepted as the preeminent secular symbol of Christmas, its presence, along with the sign delivering a secular message, gave the entire display a secular character. *Id.* at 614. Also, in *Lynch v. Donnelly*, the Supreme Court ruled that a crèche which was owned by the city and was part of an large holiday display including a Christmas tree, Santa Claus and other non-religious holiday-themed items, did not violate the Establishment Clause due to its context as one part of an overall holiday display. *Lynch*, 465 U.S. at 668.

On the other hand, in the same case, the Court decided that a crèche located in the grand staircase of the county courthouse with a sign proclaiming "Glory to God in the Highest" was not secular in nature, but rather was an endorsement of the Christian religion. *Id.* Even though the government did not own the crèche, its location in the "main" and "most beautiful" part of the county building, which was not a public forum, along with the religious nature of the sign, suggested the government's endorsement of a religious message in violation of the Establishment Clause. *Id.* at 599.

Since the determination of whether a religious symbol such as a menorah will be considered to have a secular purpose depends on the context in which it is displayed, an otherwise secular display could potentially lose its secular status if it was used for a religious purpose, such as a religious ritual. In *Allegheny*, the Supreme Court intimated that, had the menorah been used for a ritual purpose, it might not have been considered a secular symbol and thus would not have passed constitutional scrutiny.⁹ *Id.* at 621, fn. 70.

Whether a display is permissible under the Establishment Clause depends on the appearance and context of the display. In *Allegheny* and other relevant cases, the displays of religious symbols passed constitutional scrutiny as components of an overall secular holiday display. These cases support the constitutionality of the Town's ownership or sponsorship of a menorah or crèche, if either or both are displayed in context among an overall display of secular holiday-themed items.¹⁰

⁹/ The mere fact that a government-sponsored display that has a secular purpose also provides an incidental benefit to a religious group does not cause the display to violate the Establishment Clause. *Lynch*, 465 U.S. at 682.

¹⁰/ Courts have consistently held that the temporary display of religious oriented symbols on public property was constitutionally permissible under the First Amendment where sectarian objects including a nativity scene and menorah were displayed with a variety of other secular holiday items. See, e.g. *American Civil Liberties Union v. City of Florissant*, 186 F.3d 1095 (8th Cir. 1999), *reh'g and reh'g en banc denied*, (Sept. 30, 1999); *Doe v. City of Clawson*, 915 F.2d 244

However, the Town should avoid permitting sectarian items included in the display to be used in religious rituals or activities, as a court may find this to have the primary effect of promoting religion and create excessive entanglement with a religious group in violation of the second and third prongs of the *Lemon* test. *Lemon*, 403 U.S. at 619-622. Ensuring that the menorah is appropriately lit should not be an issue, and neither should the kind of brief and civic prayer traditionally given at Commission meetings. A more explicitly sectarian and complete religious observance will be an issue, if the display is Town-sponsored.

Conclusion

Private displays

A court interpreting the Constitution would likely deem Pelican Square to be a traditional public forum for free expression. As such, the Town may impose only reasonable restrictions on the time, place and manner of private expression, including religious expressions such as private displays of religious holiday symbols. This may include a policy under which private users may not place unattended holiday displays in the Square, or must otherwise meet neutral requirements such as size, location and duration.

If the Town elects to permit unattended private holiday displays, it must provide access to the Square and any assistance it chooses to offer on a non-discriminatory basis. The Town may not restrict the content of such displays, and private persons may engage in religious ceremony or speech at these displays. It should also erect a sign to make clear to members of the public that such displays are private expression, and should not be endorsed or sponsored by the Town.

Previously, Chabad Lauderdale-by-the-Sea has sponsored and placed a menorah within the Square, and has conducted an annual menorah lighting ceremony. Under the applicable caselaw, ceremonial prayer and worship activities related to a privately-placed menorah would be considered private religious expression within the public forum, and must be permitted subject to

(6th Cir. 1990) (holding that Nativity scene near city hall was not a violation where there were other secular Christmas decorations nearby); *Mather v. Village of Mundelein*, 864 F.2d 1291 (7th Cir. 1989), *reh'g denied*, 869 F.2d 356, 13 Fed. R. Serv. 3d 71 (7th Cir. 1989) (holding that inclusion of a Nativity scene on the lawn of the village hall during the Christmas season was constitutionally permissible, as the overall display also contained lights on evergreens, a wreath and banner over the main door, Santa Claus and a sleigh, carolers, snowmen, carriage lights, wreaths, and two soldiers in the shape of nutcrackers. The secular nature of most of the symbols included did not demonstrate the city's support for a religion).

reasonable, content-neutral time place and manner restrictions, in order to comply with the free exercise rights of such private groups under the First Amendment.

Town-sponsored displays

Establishment Clause cases concerning government-sponsored holiday displays are decided on a case-by-case basis. With regard to a holiday display which is placed by the Town, the relevant case law does not distinguish between inclusion of a menorah or crèche which is donated to the Town, or such items which are loaned to the Town by a private party or group but erected and maintained by the Town. Court cases have considered both situations constitutionally permissible, provided that these symbols are displayed within the context of an otherwise secular holiday display. If the Town includes a menorah or crèche within the Town-sponsored holiday display, the Town must ensure that the overall display continues to feature secular symbols, such as the Christmas tree which has been prominently featured in the traffic circle in the center of the Square in previous years.

However, if the Town owns or sponsors a menorah or crèche within its holiday display, the Town should avoid condoning the use of these items for ritual religious purposes in a manner that would be perceived by a reasonable observer to be an endorsement of religion. For example, any special event associated with the lighting of a Town-owned or Town-sponsored menorah should not include religious prayer, worship songs or the like, to avoid creating a reasonable inference of government endorsement of religion. If the Town desires to accept the menorah and include it as part of the Town display, it may be advisable to combine the menorah lighting event with the Chamber's Christmas Tree lighting event, as one holiday celebration. Observance of these guidelines will help to minimize the Town's exposure in the event of an Establishment Clause challenge.



ByTheSeaFuture

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Santa Arrives at Christmas By The Sea!

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LBTS COULD LIFT PARKING REQUIREMENTS FOR NEW RESTAURANTS

by Mark Brown



The Lauderdale-by-the-Sea Town Commission is considering a proposal to lift the parking requirements for new restaurants which open in the downtown business district. The plan is intended to help stimulate the local economy by making it easier for restaurant-type businesses to move into town. The proposal came about after commissioners learned that numerous restaurants have considered opening in LBTS in recent years, only to walk away because they could not meet the town's current parking requirements.

The plan being considered by the commission would eliminate the parking requirement for new restaurants for a three-year trial period. However, it would not apply to

existing restaurants or other retail businesses. That and other concerns have sparked some serious dissension among town commissioners and staff. They are likely to battle it out over the next few months as the parking plan works its way through the commission's review process and is readied for a final vote.

Vice Mayor Stuart Dodd has been the lead proponent of lifting the parking restrictions for new restaurants. "I am in favor of full relaxation of the parking space requirements for restaurants," Dodd said. "We need to fill thirteen empty storefronts in town. Instead of driving businesses away, we have to try something new."

Mayor Roseann Minnet sees things differently and has cautioned the commission to go slow on the proposal. She warned that there could be a backlash among existing businesses which are not getting a break on the parking rules, and that there could be legal ramifications if

local shops lose their parking spaces to new restaurants. "Be careful what you wish for," Minnet said.

The town currently requires restaurants to provide 20 parking spaces for every 1,000 square feet of dining space in order to get a license. Most existing restaurants meet the requirement by leasing spaces in privately owned parking lots or from the town. However, Jeff Bowman, Director of Development Services, said the parking requirement is a serious deterrent for new restaurants which are considering opening in town.

Speaking at a meeting of the town's Planning and Zoning Board on November 17, Bowman said as many as two or three applicants a month are going elsewhere because they can't come up with enough parking spaces in LBTS. In many cases, he said, they are short just one or two parking spaces.

Story Continued on Page 3

TOWN LIGHTS UP FOR THE HOLIDAY SEASON

by Mark Brown

It's beginning to look a lot like Christmas in Lauderdale-by-the-Sea. The town held its annual Christmas tree lighting ceremony on December 8. The weather was a little chilly but no one in the large crowd gathered around Anglin Square seemed to mind. In fact, the cool weather enhanced the effect of the snow which billowed out of a snow-making machine hidden in the tree—a tradition in the town.



Santa Claus sits with Sparky on his lap at Marie White's Christmas celebration on the beach.

All five town commissioners took part in the celebration, including Mayor Roseann Minnet who roared in on the back of a motorcycle and Commissioner Scot Sasser, whose transportation was a carriage pulled by a donkey. The parade ended with the arrival of Mr. and Mrs. Santa Claus on top of a fire engine which was beautifully decorated by members of the town's volunteer fire department.

The LBTS Chamber of Commerce, which sponsors the Christmas-by-the-Sea celebration, went all out to make this year's program a success. The evening began with musical entertainment by the Angel Tones Steel Band. This was followed by a parade down Commercial Boulevard featuring a pack of Cub Scouts from Bayview Elementary School, the St. Mark's Episcopal School band, the Northeast High School band and several fire trucks and rescue vehicles.

A line of children nearly a block long quickly formed in front of Santa's Village. They were waiting to see Santa Claus, portrayed by Jim Silverstone, and Mrs. Claus, played by Debbie Murphy of the Village Grille. They were ably assisted by members of the Chamber and Strawberry the Clown. There were also pony rides for the children, more music by the Artistic Explosion, and the entire event was carried live on the radio on Majic 102.7.

Story Continued on Page 3

Mark Your Calendars!

If you are interested in helping to plan the future of LBTS, here's your chance to get involved. On **January 7**, the town commission will host an important presentation and discussion by internationally acclaimed urban planner David Sucher, author of the book "City Comforts, How To Build An Urban Village." The session will take place at **Jarvis Hall from 4-6 p.m.**

Sucher will lay out some thoughts and engage residents on their ideas for making the town more attractive, functional and pedestrian-friendly. On **January 8**, he will walk the town from 9 a.m.-noon, beginning at the beach pavilion on Commercial Boulevard. Residents are strongly encouraged to attend both sessions and take part in the discussions.

There will be a second public meeting in February featuring renowned architect Elizabeth Plater-Zyberk, Dean of the University of Miami School of Architecture. This is all part of an effort by the town commission to get residents involved in planning the future of the town.



Holocaust survivor Harry Leibovitch and Rabbi Bentzion Singer.

THE HOLIDAYS LIGHT UP LBTS

CONTINUED FROM FRONT PAGE

The Christmas tree lighting ceremony was far from the only holiday action in town. On December 5, more than 100 people gathered at the beach pavilion to take part in the annual lighting of the Menorah to welcome Chanukah. Rabbi Bentzion Singer of Chabad LBTS presided over the ceremony. He was joined by a number of dignitaries, including Congressman-elect Allen West, Mayors Minnet and Denise Bryan of Sea Ranch Lakes, Vice Mayor Stuart Dodd and Commissioner Sasser.

Rabbi Singer reminded the audience that the Chanukah lights symbolize the light which exists within everyone. "You'll be amazed to see how much light a single candle can make," he said. He called upon a number of people to light the candles in the Menorah, including Holocaust survivor Harry Leibovitch.

The holiday spirit was also evident at area churches. The Community Church of LBTS sponsored a craft fair on December 4 which featured the work of local non-profit organizations. Rev. Jim Goldsmith, who helped organize the event, said 100% of the profits made at the fair went back to the organizations. "We wanted to give the non-profits a little boost," he said. "We decided that this is what the church is all about."

Nineteen non-profit organizations took part in the craft fair, including the Children's Foundation, Artists With Autism, the Grandparent's Program, 4 Children's SAKE and the Community Church Youth Group. The Altar Guild of the Assumption Church also held a craft fair the same day, featuring a variety of Christmas-oriented gifts and treats to help residents get the jump on their holiday shopping.

Marle White's annual "Santa Is Coming to Town" event took place at the beach pavilion on December 11. Children posed for pictures with Santa Claus and enjoyed refreshments. There are also boxes placed all around the town for people to drop off unwrapped Christmas presents for less fortunate children, to help them enjoy some of the Christmas spirit as well.



The Community Church sponsored a craft fair for non-profit organizations. The event was put together by Nancy and Jim Goldsmith, Barbara Haley and Becky Murphy.



The Altar Guild of Assumption Church held a craft fair to kick off the holiday season. Board members who attended the festive event included Alana Brady, Marle Chiarello, Dorothy Smith, Joyce Murray, Rose Gambetta and Ida Giarratana.



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RESTAURANT PARKING REQUIREMENTS

CONTINUED FROM FRONT PAGE

Reaction among the few businesses which spoke at the meeting was mixed. David Gadsby, owner of the Village Grille, urged the panel to do away with the parking requirement for new restaurants, saying it would be good for the town and he welcomed the competition. However, Brian Kuszmer, owner of Commercial Rare Coins, said a lot of his customers get tickets because they have to park so far away from his shop. "Don't remove any parking in town," he said.

The Planning and Zoning Board recommended that the commission consider two options: either reduce the parking requirement for restaurants from 20 to 12 spaces or eliminate it entirely. When the parking issue came up at the December 7 commission meeting, no one from the public spoke on it. Vice Mayor Dodd and Commissioners Scot Sasser and Chris Vincent were enthusiastic in their support of lifting the parking requirement, while Mayor Minnet, Commissioner Blrute Clotney and Assistant Town Manager Bud Bentley expressed reservations about making this a permanent policy change.

The commission compromised by instructing the town attorney to draft an ordinance to do away with the parking requirement for new restaurants, but to limit it to a three-year trial period subject to future review and change. There will be at least two more public hearings on the proposal in the next few months before it is finalized.



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By The Sea Future

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December 18, 2009

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★ *Happy Holidays!*



Holiday Party Photos on Pages 12 & 13!

Interior Digs on Commercial Blvd. won first prize in the Merchants Category of the 2009 LBTS Property Owners Association Holiday Decorating competition. See the full list of winners (with photos) on page 13 of this issue.

LAUDERDALE-BY-THE-SEA CELEBRATES A FESTIVE HOLIDAY SEASON

by Cindy Geesey

It may not feel like December as far as the weather goes, but the winter holiday season is in full swing in Lauderdale-By-The-Sea. Most organizations held holiday parties, often with a charitable theme, and residents had busy calendars. Here are just a few highlights of events which have already taken place or are planned for later this month:

The Assumption Church Altar Guild held a fundraiser at Stinger's Beehive where Lorene Parker and Sunny Eckhardt were guest bartenders. Reports are that it was their best attended event ever, and the ladies earned their holiday shirts that said "Nice." Later in the month the Guild members celebrated Mass together and shared a pot luck lunch while being entertained by Marcel Raza, well-known exercise physiologist at the Zachariah Family Wellness Center.

The annual party of the Lauderdale Beach Republican Club was held at the Beachside Grill with a packed room, delicious food, a number of new members, and donations for those in need. According to President Bob Wolfe, "It's always fun to get together with friends and celebrate the holidays. We look forward to a great 2010."

The Chamber of Commerce held its annual party at Aruba Beach Cafe, where Peggy Mohler and Guy Con-

trada outdid themselves with a spread of food that was unending. The drinks were cold, the smiles were big, and the good cheer was infectious. Over 75 people attended and raffles were held for a week-end at il Lugano, a necklace and earring set from Argenti Designer Jewelers and dance lessons from Dance Moves Ballroom.

Members of the LBTS Property Owners Association brought homemade cookies and treats to share for their holiday party, and that was combined with a presentation by Bob Wolfe of the Broward County Property Appraiser's Office. President Linda Ritchie reviewed the group's activities for 2009 and said that plans are underway to present a number of informative meetings in 2010. All property owners - condos, single family homes, businesses - are invited to join this non-political group in 2010.

The highlight of the month was Christmas By The Sea, organized by the LBTS Chamber of Commerce and an official Winterfest sanctioned event. Hundreds of partiers gathered downtown to enjoy an old fashioned Christmas, complete with a parade featuring a marching band from Northeast High School, pictures with Santa (with stand-in Jimmy Silverstone), a terrific steel drum band playing Christmas songs, a children's choir, the official lighting of the breathtaking 30' Christmas



tree by Mayor Roseann Minnet, face painting and pony rides, and plentiful food and drink. A special guest was channel 4 / WPOR meteorologist and LBTS favorite Jeff Berardelli who forecast a blizzard. The promise of snow was fulfilled when white flakes drifted from the giant tree and from the roof of The Village Grille, much to the delight of young and old. According to Chamber Executive Director Judy Swaggerty, "The event was a huge success and everyone was glad it was back!"

Story Continued on Page 18

THE MCINTEES CRUISE, REFERENDUMS LOSE

by Mark Brown

When election day rolls around in LBTS on March 9, 2010, there won't be any referendum questions on the ballot after all. Town commissioners had previously proposed to put as many as five issues on the ballot, including controversial referendums to lower the height limit in the south end of town, and to establish a new ethics code for town officials. These ballot questions were to be in addition to the elections for mayor and two commissioners.

However, Vice Mayor Jerry McIntee decided to go on a cruise instead of attend the December 1 commission meeting. His absence threw the commission into a 2-2 deadlock, so none of the proposed ballot issues passed. With the Christmas holidays at hand, and no more commission meetings scheduled until next January, there is not enough time left to put any referendums on the ballot for the March election.

The decision to kill the height limits referendum is good news for LBTS taxpayers. The town is already being sued for \$23 million as a result of the height limit referendum which passed in 2006. If height limits had been put on the ballot again and lowered again, it could have opened the door for a barrage of new lawsuits against the town. Instead, it is McIntee and Commissioner Jim Silverstone who will suffer the most fallout from the vote.

They had planned to use the height limit referendum as a means of stirring up voters and getting them out to the polls to vote for them—a strategy which they successfully employed in their last election. With no referendums on the ballot, McIntee and Silverstone will have to run entirely on their records and leadership style—the two issues they had hoped to avoid in this campaign.

Story Continued on Page 7

VFD ELECTION RESULTS



CHIEF PERKINS

Bob Perkins has been reelected as chief of the LBTS volunteer fire department, easily turning back a challenge by Vice Mayor and Deputy Chief Jerry McIntee. McIntee's decision to challenge Perkins for the leadership of the VFD was seen by many as a last-ditch effort to consolidate his hold on power in town.

The vice mayor already faces a tough reelection battle this March against challenger Scot Sasser. There were rumors that he would not run again, and that he might even have resigned from the commission, had he been elected as chief of the volunteer fire department. But that was not to happen, as the rank and file members of the town's fire suppression organization summarily turned him down.

Story Continued on Page 7

CELEBRATING THE HOLIDAYS BY THE SEA

Story Continued From Page 1

Bill Davis and Billy Sand, owners of local restaurant Diner By The Sea, invited their customers to a party held at their other restaurant, The Wine Cellar on Oakland Park Boulevard. Customers each brought a dish to share and Bill and Billy provided all their specialties as well. Even though there was an overflow crowd of more than 150, there was so much food that "doggie boxes" were provided so all the extra food could be taken home. Bill Davis said, "The annual party allows all of the regular customers of the Diner to come together as a group for fellowship and to celebrate the holiday season. It is a time for the Diner to show its appreciation for our customer base, and a time for the customers to show their appreciation of the efforts of the staff during the previous year. As with any large gathering of friends there were memories shared of years gone by, of those no longer with us, and plans for the future. It's a time for good food and good conversation. The staff, management and customers of Diner By The Sea wish everyone in Lauderdale-By-The-Sea the merriest holiday season and all the joys that life can bring in the new year."

The annual boat parade was held in spite of intermittent rain, and homes along the Intracoastal were packed. One of the most spectacular entries was sponsored by Advanced Green Technologies, the local company where resident Yann Brandt is a co-founder and Vice-President. They won "Best Lights, Commercial Division." The Brandts boat parade party was also a winner!

The annual "Santa's Coming to Town" is named after the late Marie White, a favorite volunteer for many organizations in LBTS. She wanted Santa available to kids on a Saturday in addition to the Santa who takes part in Christmas By The Sea on a weeknight, so she started this event. This year the children enjoyed a free picture with Santa with smiles all around.



BSO Sheriff Al Lamberti lit the center candle of the menorah in downtown LBTS.

A first time event in LBTS that is sure to become an annual occurrence was the lighting of the Menorah downtown. Chabad, Lauderdale-By-The-Sea, hosted the celebration for over 150 people who enjoyed the music and moving religious ceremony. Rabbi Bentzion Singer officiated, BSO Sheriff Al Lamberti lit the first candle, and Mayor Roseann Minnet welcomed the crowd, saying, "this is a historic event for our town." A number of menorahs were passed out to the crowd, jelly donuts were shared, and Chaya Singer, the wife of the Rabbi, passed out homemade potato pancakes, known as latkes. Locals Stephen and Marley Silverman are friends with the Singers and were pleased to be part of the evening. Many in the crowd joined in the group dancing, and it was both a moving and festive time.

A Christmas luncheon was held by the LBTS Garden Club at Jarvis Hall and showcased five holiday themed table settings. The members provided a quiche and

salad lunch, as well as delicious cookies and sweets, and the ladies wore holiday decorated hats which were the subject of much merriment. Plans are already underway for their famous annual rummage sale, so mark your calendars for Saturday, January 30.

The most anticipated town event for the rest of this year is the New Year's Eve celebration planned by the restaurants in downtown LBTS. Aruba Beach Cafe is planning "an upscale celebration" with live entertainment all night, a special menu starting at 9:00 p.m., and complimentary hats, noisemakers and streamers. Athena By The Sea is hosting "A Big Fat Greek New Year's Eve Celebration" with an indoor/outdoor party featuring belly dancer Zamara entertaining inside and a live band on the outdoor stage. Owners Louis and Spiro Marchelos encourage diners to call 954-771-2900 for reservations and promise that New Year's Eve at Athena will be "a real blast." New General Manager Anthony Delia of 101 Ocean says that they will co-host the outdoor party with Athena that features a live DJ. 101 Ocean also will offer free party favors, a dinner special and a free champagne toast at midnight. Dave Gadsby and his team at The Village Grille and The Village Pump will close El Mar in front of them for the outdoor stage and will feature live music and "dancing under the stars." There will be a special New Year's Eve dinner menu and party favors will be given to all to set the mood for midnight.

At the stroke of 12, Anglin Square will rival Times Square when the ball drops from the roof of The Village Grille, signalling the start of a Happy 2010. Thanks to all these fine restaurants for making sure the residents and visitors in LBTS have lots to celebrate and great places to party...on New Year's Eve and on every other night of the year!

**Be sure to see the ball drop on New Year's Eve
in Pelican Square beside The Village Pump!**



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MINIMUM DEPOSIT \$5,000.

BAL HARBOUR
FLORIDA'S PARADISE

March 8, 2002

Mrs. Dina V. Cellini
211 Bal Cross Drive
Bal Harbour, Fl. 33154

Re: Holiday Display in Bal Harbour Village

Dear Ms. Cellini:

I received your request to place a crucifix in Founder's Circle during the week of March 24 - 31, 2002. Please be advised that your request is granted with the following conditions:

1. You will need to submit plans for the erection of the cross to the Village Public Works Department so that they may ensure that you will erect the display in a safe manner.
2. Once you have erected the display, Public Works will inspect it for safety.
3. You will be charged by the hour for Public Works' time in inspecting the plans and the display.

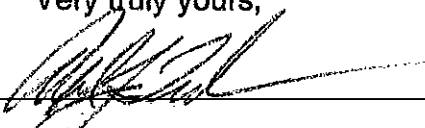
Once Public Works has approved your plans, you are free to erect the display any time beginning Saturday, March 23. However, you will need to make arrangements to remove the structure on or before Monday, April 1, 2002, and to restore the Founder's Circle to conditions which existed prior to the display.

In accommodating your request, the Village must balance your interests with the need for public safety and the rights of others who wish to use the Founder's Circle. As the Founder's Circle is very small, your display should be erected in a manner that will leave space for other users. Finally, unlike the secular winter holiday display, which the Village sponsored, your display is purely private expression. Accordingly, the Village will not erect, maintain or store your display, and you will need to make arrangements to do so yourself. Please insure that your display does not disturb any landscaping or damage or permanently alter any Village property.

Mrs. Dina V. Cellini
March 8, 2002
Page 2

Thank you for your cooperation.

Very truly yours,



Alfred J. Treppeda
Village Manager



November 21, 2002

Mrs. Dina V. Cellini
211 Bal Cross Drive
Bal Harbour, Fl. 33154

Re: Holiday Display in Bal Harbour Village

Dear Ms. Cellini:

I have received your request to place a nativity scene in Founder's Circle from December 1, 2002 through January 6, 2003. Please be advised that your request is granted with the following conditions:

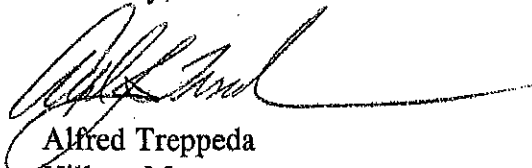
1. You will need to submit plans for the erection of the nativity scene to the Building Department so that they may ensure that you will erect the display in a safe manner.
2. Once you have erected the display, the Building Department will inspect it for safety.
3. You will be charged by the hour for the Building Department's time in inspecting the plans and the display.
4. The Village will be erecting its own holiday decorations which will include a Christmas tree and a menorah. In order to accommodate the Village's decorations, it will be necessary for Public Works to make a determination as to the appropriate arrangement for the various objects that will be in Founder's Circle during the holiday period.
5. Once the Building Department has approved your plans and directed you where your display may be erected, you may begin erecting it on December 1, 2002. You will need to make arrangements to remove the structure on or before January 6, 2003 and restore the Founder's Circle to conditions which existed prior to your use.

Mrs. Dina V. Cellini
November 21, 2002
Page 2

In accommodating your request, the Village must balance your interests with the need for public safety and the rights of others who wish to use the Founder's Circle. As the Founder's Circle is very small, your display should be erected in a manner that will leave space for other users. Finally, unlike the Village's secular holiday decorations, your display is purely private expression. Accordingly, the Village will not erect, maintain or store your display, and you will need to make arrangements to do so yourself. Please insure that your display does not disturb any landscaping or damage or permanently alter any Village property. Of course, the Village is not responsible for your display or for any loss or damage thereto caused by third parties or natural causes. By erecting the display, you will be deemed to have agreed to all of the conditions in this letter.

Thank you for your cooperation.

Sincerely,



Alfred Treppeda
Village Manager

cc: The Honorable Howard Berlin, Mayor
Richard Jay Weiss
Mitchell A. Bierman, Esq.

City of Boca Raton

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TO: Department Heads

FROM: George S. Brown
Deputy City Manager

George S. Brown

DATE: December 23, 2008

SUBJECT: Decorations in Public Spaces of City Facilities or City Property

Notwithstanding any prior practice, public spaces within City facilities and/or City property shall only be decorated with City-owned or City-provided decorations or decorative objects. Donations of decorations or decorative objects to the City from residents, patrons, or any other person shall not be accepted. However, residents and others may continue to display decorations or decorative objects in Sanborn Square in accordance with City policy (the Recreation Services Department is the coordinator of this policy). Please contact me if you have any questions or comments.

cc: Leif J. Ahnell, C.P.A., C.G.F.O., City Manager
Mickey A. Gomez, Recreation Services Director
Diana Grub Frieser, City Attorney

Woika, Michael

From: Woika, Michael
Sent: Monday, November 15, 2010 2:42 PM
To: Davidson, Linda; DiChristopher, Bob; Trevarthen, Julia; Alexander, Daniel C.; Gomez, Mickey; Helfrich, Chris
Cc: Buckingham, Mark; Biagiotti, Chrissy; Stevens, Sandra; Gasparri, Nicole; Saxton, Susan; Parks, Buddy; Brown, George S; Ahnell, Leif
Subject: Holiday Decorations

Just a reminder of the holiday display guidelines/requirements of all holiday decorations/ displays in City buildings.

Each display shall have the following components:

1. Tree
2. Menorah
3. A sign that says "Seasons Greetings" or "Happy Holidays"

Each display can include the following additional items: lights, snowmen (and/or snow women), garlands, sleds, snowflakes, and natural items (such as pinecones).

Any decorations/ornaments on the tree cannot have religious themes. Balls, lights, snowflakes, pinecones and tinsel are examples of OK decorations. The tree should not be topped with a star or an angel.

Please also keep in mind that all display items must be purchased by the City (no donated items.)

If you have any questions on this matter, please give me a call.



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

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

Explanation:

The Beachside Village Resort (Applicant) has submitted a special event application (Exhibit 1) for Commission consideration to load and unload passengers on buses going to and returning from the Dolphins Sunday 1:00 p.m. football game as they have previously done with this recurring annual event.

The Applicant is expecting 300 participants to be transported to/from the game, and is requesting to use the north and south median lanes of El Mar Drive south of Washingtonia to load passengers onto the buses from 10:00 a.m. to 11:00 a.m. Buses will return at various times between 5:15 p.m. and 6:30 p.m.

Set Up	9:00 a.m.
Event Starts	9:00 a.m.
Buses Load	10:00 – 11:00 a.m.
Buses Return/Unload	Various times after 5:15

No street closures are requested, and the Applicant will coordinate with BSO with regard to traffic control during the weekend and for both loading and unloading of buses, as needed. There will be no parking of private vehicles on El Mar or Washingtonia at any time.

Recommendation: We recommend approval of the event with the following conditions:

1. The Permit Holder shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
2. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control such as:
 - a. The Police Chief shall arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control.
 - b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control.
 - c. The Permit Holder shall contract with BSO Detail Office for the detail BSO deputies working on private property within ten (10) days of receiving event approval. The Permit Holder will reimburse the Town for this expense.
3. Road Closings and Parking:
 - a. The north and south bound inside lane of the 4500 block of El Mar Drive will be closed from 9:45 a.m. to about 11:00 a.m. for the purpose of staging and loading buses.
 - b. By 11:15 a.m. the inside lanes of El Mar Drive will reopen.

- c. No street closings are requested, but BSO may close certain passages as deemed appropriate between 9:30 and 11:15 a.m. at the expense of Permit Holder.
 - d. There will be no parking of private vehicles on El Mar Drive at any time.
- 4. The Permit Holder shall provide access to bathroom facilities in their business for attendees of the event.
- 5. The event site will be organized in a safe manner to protect attendees
- 6. The crosswalks on El Mar Drive and Washingtonia shall be open at all times.
- 7. The Permit Holder shall provide additional waste receptacles and recycling bins within the bus transfer areas. During the event as needed and at the end of the event, the Permit Holder shall empty all of the waste receptacles and recycling bins and pick up litter within the event site, including Town receptacles within 100 feet of the staging area.
- 8. A Clean up deposit may be imposed, based on the final Site Plan, and is due two weeks prior to the event.
- 9. Clean up fee starting at \$150 will be charged if the event and surrounding area is not cleaned to Town standards.
- 10. A damage deposit may be imposed, based on size of event and location.
- 11. Final Site Plan must be presented for approval at least 48 hours in advance of the event. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
- 12. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Permit Holder and must be paid by December 15.
- 13. The event shall be operated so as not to violate the Town's Code, with special care regarding the noise levels in Chapter 13.
- 14. The Applicant shall provide written notice to all properties along El Mar Drive affected by this event by November 9, 2018 with the Town approval prior to distribution.
- 15. At the Town's option, in the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Permit Holders (the "contractor"), the contractor will provide insurance and indemnification meeting the requirements of this Section under which the Permit Holders are applying, as if they were the Permit Holders and will be held responsible for compliance with the Town Code as if the sub-contractor were the Permit Holders.
- 16. Permit Holder shall owe no monies to the Town at the time of the event. There shall be no outstanding code violations, fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
- 17. Any modification to the Site Plan must be presented for approval at least 48 hours in advance of the event.
- 18. Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- 19. The Town Manager may suspend permission for this event due to failure of the Permit Holder to comply with the terms and conditions of the Town's event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
- 20. Upon showing by the Permit Holder of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.
- 21. The onsite Town representative may terminate an event due to the Permit Holder not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Consideration of Hurricane/Disaster Debris Removal and Disposal Interlocal Agreement

Explanation:

On July 9th the Fort Lauderdale Town Commission approved the Hurricane/Disaster Debris Removal and Disposal Interlocal Agreement between the City of Fort Lauderdale and the Town of Lauderdale By The Sea.

This item is presented to the Town Commission for consideration of the agreement referenced above.

Recommendation:

Commission approval

Attachments:

Proposed Lauderdale By The Sea Interlocal Agreement

HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL INTERLOCAL AGREEMENT

This Agreement, made and entered into this the _____ day of _____, 2019, is by and between the City of Fort Lauderdale ("**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,

- A. In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town.
- B. There were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts.
- C. The **TOWN** is a small barrier island community of approximately 6000 residents, which has limited resources for hurricane and disaster recovery, while the **CITY** is the County seat and is a larger city with greater resources for hurricane and disaster recovery.
- D. 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 ("**Agreement**").
- E. The **TOWN** and **CITY** have agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the **TOWN** sends its hurricane or other disaster-related debris ("**Debris**") to the City of Fort Lauderdale for storage, processing, and transportation of processed debris, and disposal along with the **CITY**'s own debris. Thus, through this Agreement, the **TOWN** desires to contract with the **CITY** for the **CITY** to store, process, and transport processed debris, and to dispose of debris collected within the **TOWN**. The **CITY** reserves the right to establish Debris Management Sites ("**DMS**") at its sole discretion and will communicate such intent to **TOWN** within 72 hours of activation of any DMS available to **TOWN**.
- F. The **CITY** reserves the right to extend the use of Citizen drop off locations if established at DMS to **TOWN** and determines the rights and privileges at its sole discretion. **TOWN** may accept or decline the use of **CITY** Citizen drop off locations at its sole discretion.

- G. The **CITY** reserves the right to determine which of its DMS will be made available to the **TOWN** and may refuse or direct volumes to multiple DMS at its sole discretion to manage the volume and type of debris generated and received. Further, the **CITY** reserves the right to prioritize volumes accepted and types of materials accepted for processing and disposal to ensure service delivery to its residents.
- H. It is the intent of the parties that the **TOWN** shall be responsible for the costs of collection and transportation of debris from the **TOWN** to the **CITY** and remain eligible to seek reimbursement of these costs from any potential source.
- I. It is the further intent of the parties that the **CITY** will then take ownership of the debris from the **TOWN**, and be responsible for the further storage, processing, transportation, and disposal of the debris at the **TOWN's** expense.
- J. The **CITY** will not accept animal carcasses, hazardous waste, motor vehicles or marine vessels at **CITY** DMS locations from **TOWN** contractors and reserves the right to refuse any loads from the **TOWN** containing these or other unacceptable debris. Any loads delivered by the **TOWN's** contractors that are found to be unacceptable will be rejected and any costs for removal, remediation or final disposal or disposition shall be borne by the **TOWN**.
- K. The **CITY** and the **TOWN** each warrant that they will approve, execute and ratify this Agreement as may be required by their respective laws.
- L. It is the intent of the **CITY** and **TOWN** that this Agreement will apply to future hurricanes or disasters.

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

- 1. Pursuant to this Agreement, the **TOWN** shall:
 - a. Coordinate, in consultation with the **CITY**, debris transportation, storage, processing, and disposal following any hurricane or disaster pursuant to the terms and conditions of the **TOWN's** contracts with **TOWN** contractors and consultants.
 - b. Identify personnel to coordinate with **CITY** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
 - c. Use the **TOWN's** contracts currently approved for debris collection and monitoring by the **TOWN** to provide **TOWN** debris to the **CITY**.
 - d. **TOWN** will reimburse the **CITY** for the storage, transportation, processing, disposal, and monitoring of debris collected in or from the **TOWN** within forty-five (45) days following **CITY's** invoice or within forty-five (45) days following the **TOWN's** receipt of an invoice from the **CITY**, whichever is earlier. Invoices shall be submitted with appropriate supporting documentation sufficient for the Town to seek reimbursement from all available sources.

- e. Cooperate in good faith with the **CITY** and **CITY** contractors in the disaster recovery and cleanup process. Respond in good faith to specific requests for assistance from the **CITY**.
 - f. Maintain **TOWN** 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.
2. Pursuant to this Agreement, the **CITY** shall:
- a. Coordinate, in consultation with the **TOWN**, debris storage, processing and disposal activities pursuant to the terms and conditions of the **CITY's** contracts with **CITY** contractors and consultants.
 - b. Identify personnel to coordinate with **TOWN** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
 - c. Use the contracts currently approved for debris storage, processing, disposal, and monitoring by the **CITY** to manage **TOWN** debris provided to the **CITY**.
 - d. Maintain the **CITY's** contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the **CITY's** contracts are terminated or modified, immediately notify the **TOWN** of such termination or modification.
3. This Agreement shall be in effect as of the date of execution and shall continue until terminated as provided in Section 4.
4. This Agreement may be terminated 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.
5. This Agreement may be modified only by the prior written approval of both parties.
6. 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 Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

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

7. The parties shall defend, counsel being subject to the approval of the party seeking indemnification, indemnify and hold each other and their officers, employees, volunteers, and agents, harmless 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, 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 out of any and all amounts owed the **CITY's** contractors or consultants for work performed that is attributable to the debris stored, processed, transported, disposed of, or monitored on behalf of the **TOWN** pursuant to this Agreement or otherwise attributable to the **TOWN**.

8. 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.

9. 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 hereof.

10. 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.

11. 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).

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

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

CITY OF FORT LAUDERDALE

ATTEST:

City Clerk

Mayor

City Manager

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

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.

Explanation:

Resolution 2019-19 (**Exhibit 1**) establishes a proposed millage rate for the fiscal year, beginning October 1, 2019 and ending September 30, 2020, and announces the date, time, and place of the first public hearing to consider the proposed millage rate and proposed budget. (Not to conflict with Broward County hearings on September 10th and 24th or the School Board District hearing on September 4th).

- The proposed resolution keeps the millage at 3.5989 for Fiscal Year 2019-20.
- The first Public Hearing to consider the Proposed Millage and Proposed Budget is scheduled for Thursday, September 12, 2019 at 6:00 p.m. in Jarvis Hall.
- The second Public Hearing is scheduled for Thursday, September 26, 2019 at 6:00 p.m. in Jarvis Hall.
- For informational purposes attached are DR-420 Certification of Taxable Value (**Exhibit 2**) and DR-420MM Maximum Millage Levy Calculation (**Exhibit 3**).

Recommendation:

1. Adopt Resolution 2019-19 that establishes the proposed Millage Rate at 3.5989 and announces the date and time of the first public hearing on the proposed millage rate and recommended budget for Thursday, September 12, 2019 at 6:00 p.m.
2. Schedule the second public hearing to adopt the final millage and final budget for Thursday, September 26, 2018 at 6:00 p.m.
3. Staff would like Commission consensus to schedule the Regular Commission meetings for September 12th and 26th 2019 at 6:30pm.

Attachments: Exhibit 1 – Resolution 2019-19
Exhibit 2 – DR-420
Exhibit 3 – DR-420MM

RESOLUTION 2019-19

1 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF**
2 **LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A**
3 **PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING**
4 **OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; ANNOUNCING**
5 **THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO**
6 **CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE**
7 **BUDGET; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN**
8 **EFFECTIVE DATE.**

9
10 **WHEREAS**, Chapter 200, Florida Statutes, “Determination of Millage,” sets forth the
11 procedures that must be followed in establishing a millage rate and adopting an annual budget; and

12 **WHEREAS**, the Broward County Property Appraiser has certified the taxable value of
13 property located within the Town of Lauderdale-By-The-Sea, as required by Sections 200.065(1)
14 and 193.023, Florida Statutes; and

15 **WHEREAS**, pursuant to Section 200.065(2)(b), Florida Statutes, the Town of Lauderdale-
16 By-The-Sea is required to advise the Property Appraiser of its proposed millage rate, its rolled-
17 back rate, and the date, time and place that the public hearing will be held to consider the proposed
18 millage rate and tentative budget.

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

21 **Section 1. Recitals.** The foregoing Whereas clauses are hereby ratified and confirmed
22 by the Town Commission, and incorporated herein.

23 **Section 2. Proposed Millage Rate.** The Town Commission of the Town of
24 Lauderdale-By-The-Sea, Florida, hereby establishes a proposed millage rate of 3.5989 per \$1,000
25 of taxable assessed value for Fiscal Year 2019-2020. The rolled-back rate is 3.4442.

26 **Section 3. Establishment of Public Hearing.** The Town Commission of the Town of
27 Lauderdale-By-The Sea, Florida, hereby establishes Thursday, September 12, 2019 at 6:00 P.M.,
28 in the Commission Chambers (Jarvis Hall) located at 4505 Ocean Drive, Lauderdale-By-The-Sea,

RESOLUTION 2019-xx

Florida, as the date, time and place for the public hearing to consider the proposed millage rate and the tentative budget.

Section 4. **Notice.** The Town Clerk is hereby authorized and directed to place all necessary advertisements in accordance with Chapter 200, Florida Statutes.

Section 5. **Severability.** If any clause, section, or other part of this Resolution shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. **Conflict.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 23rd day of July, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, CMC
Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2019	County : BROWARD
Principal Authority : TOWN OF LAUDERDALE-BY-THE-SEA	Taxing Authority : TOWN OF LAUDERDALE-BY-THE-SEA

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	2,599,721,540	(1)
2.	Current year taxable value of personal property for operating purposes	\$	19,908,066	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	2,619,629,606	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	6,471,190	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	2,613,158,416	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,500,803,075	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/27/2019 10:41 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	3.5989	per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	9,000,140	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	9,000,140	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	2,613,158,416	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	3.4442	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5989	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	9,427,785	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP		
STOP HERE - SIGN AND SUBMIT				
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	9,000,140	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		3.4442 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	9,022,528	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	9,427,785	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.5989 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		4.49 %	(27)
First public budget hearing		Date :	Time :	Place :
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	WILLIAM VANCE, TOWN MANAGER		Lucila Lang,	
	Mailing Address :		Physical Address :	
4501 NORTH OCEAN DRIVE		4501 NORTH OCEAN DRIVE		
City, State, Zip :		Phone Number :	Fax Number :	
LAUDERDALE-BY-THE-SEA, FLORIDA 33308		9546404200	9546404236	



Reset Form

Print Form

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE**

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2019		County: BROWARD	
Principal Authority : TOWN OF LAUDERDALE-BY-THE-SEA		Taxing Authority: TOWN OF LAUDERDALE-BY-THE-SEA	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.4442	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	4.8824	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5989	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 2,500,803,075	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 12,209,921	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 12,209,921	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 2,613,158,416	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.6725	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.6725	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0339	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.8309	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.3140	per \$1,000 (14)
15.	Current year proposed millage rate	3.5989	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one) (16)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	4.8309	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 2,619,629,606	(18)

103

Taxing Authority : TOWN OF LAUDERDALE-BY-THE-SEA		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 9,427,785	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 12,655,169	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 9,427,785	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 12,655,169	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : WILLIAM VANCE, TOWN MANAGER	Contact Name and Contact Title : Lucila Lang,	
	Mailing Address : 4501 NORTH OCEAN DRIVE	Physical Address : 4501 NORTH OCEAN DRIVE	
	City, State, Zip : LAUDERDALE-BY-THE-SEA, FLORIDA 33308	Phone Number : 9546404200	Fax Number : 9546404236

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

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.

Explanation: In FY19, Lauderdale-By-The-Sea's residents paid the lowest fire assessment fee in the Broward County with Lighthouse Point (\$134.50) being the next lowest.

The proposed FY20 Fire Fund budget represents a \$2,717.16 (or .25%) decrease over the FY19 budget. We are recommending that the Commission maintain the fire assessment fee at \$129.85 per residential unit and \$0.21 per square foot of non-residential property for FY 2020.

The estimated fire protection assessment for FY 2020 is \$1,088,162.18; however, the Town budgets 95% of that amount (i.e., \$1,033,754).

Recommendation: Adopt Resolution 2019-20 establishing the estimated rates for fire protective services at \$129.85 per residential unit and \$0.21 per square foot of non-residential property for FY 2020

Attachments: Exhibit 1 – Resolution 2019-20
Exhibit 2 – LBTS July 2019 Fire Recap

RESOLUTION 2019-20

1 A RESOLUTION OF THE TOWN COMMISSION OF THE
2 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
3 RELATING TO THE PROVISION OF FIRE PROTECTION
4 SERVICES, FACILITIES AND PROGRAMS IN THE TOWN;
5 DESCRIBING THE METHOD OF ASSESSING FIRE
6 PROTECTION ASSESSED COSTS AGAINST ASSESSED
7 PROPERTY LOCATED WITHIN THE TOWN'S
8 GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE
9 PROTECTION ASSESSMENT AREA – TOWNWIDE;
10 ESTABLISHING THE ESTIMATED RATES FOR FIRE
11 PROTECTION SERVICES FOR THE FISCAL YEAR
12 BEGINNING OCTOBER 1, 2019; DIRECTING THE
13 PREPARATION OF AN ASSESSMENT ROLL FOR FIRE
14 PROTECTION ASSESSMENT AREA – TOWNWIDE;
15 AUTHORIZING A PUBLIC HEARING AND DIRECTING THE
16 PROVISION OF NOTICE THEREOF; PROVIDING FOR
17 CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE
18 DATE.

19
20 **WHEREAS**, the Town Commission adopted Ordinance 2001-477 to provide for the
21 home rule authority of the Town to levy special assessments to fund Fire Protection Services;
22 and,

23 **WHEREAS**, fire protection assessments have been authorized by the Town Commission
24 in Ordinances 452 and 477, as partially codified in Chapter 8, Article VI of the Town's Code of
25 Ordinances, and Ordinance No. 2004-11 (collectively, the “Ordinance”), which created a single,
26 Townwide Special Assessment Area, and provided for the Town to levy fire protection
27 assessments through one special assessment throughout the geographical boundaries of the Town;
28 and

29 **WHEREAS**, in 2004, Government Services Group (GSG) prepared an Assessment
30 Program Memorandum (hereinafter the “2004 Assessment Memorandum”), which provided a
31 comprehensive study of the Town’s fire assessment methodology, and established the Town’s fire
32 protection special assessment methodology charging residential uses on a per unit basis and non-

residential uses based on eight rate categories of square footage ranges (the “2004 Methodology”);
and

WHEREAS, Burton and Associates provided a Fire Service Assessment Study, dated July 31, 2007 (the “2007 Report”), to the Town Commission, which developed the assessment rate structure for the fiscal year beginning October 1, 2007, utilizing the 2004 Methodology; and

WHEREAS, the Town Commission accepted and approved the 2007 Report; and

WHEREAS, Burton and Associates provided a Fire Assessment Evaluation Report on July 20, 2009, evaluating the rate structure of the current assessment and providing recommendations for rates applying the 2004 Methodology, which Report was accepted and applied by the Town Commission; and

WHEREAS, the Town Commission evaluated the 2004 Methodology, and directed staff to calculate the allocation of fire protection costs by basing the non-residential fire assessment rate on the actual square footage of each non-residential use rather than on the eight categories of square footage ranges of non-residential uses; and

WHEREAS, by adoption of Resolution 2013-28, the Town Commission adopted the methodology for setting the fire assessment rates for non-residential uses based on the actual square footage of the non-residential use; and

WHEREAS, in 2016, Government Services Group (GSG) prepared an Assessment Program Memorandum (hereinafter the “2016 Report”), which considered the adequacy of the Town’s fire apportionment methodology, the allocation of costs between residential and non-residential uses, current operating expenses, and projected capital spending over the next five years, and provided recommendations for rates; and

55 **WHEREAS**, the Town Commission hereby accepts and applies the 2016 Report as
56 provided herein and establishes the preliminary assessments to be levied during the fiscal year
57 beginning October 1, 2019, which will be confirmed and finalized at the public hearing established
58 herein.

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

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

63 **Section 2.** **Authority.** This Resolution is adopted pursuant to the provisions of the
64 Ordinance, Sections 166.021 and 166.041, Florida Statutes, Resolution 2004-15 (the “Initial
65 Assessment Resolution”), Resolution 2013-28, and other applicable provisions of law.

66 **Section 3.** **Purpose and Definitions.** This Resolution constitutes the Preliminary Rate
67 Resolution as defined in the Ordinance, which initiates the annual process for updating the
68 Assessment Roll and directs the re-imposition of a Fire Protection Special Assessment for the fiscal
69 year beginning October 1, 2019. This Resolution provides the procedures and standards for the
70 imposition of a Fire Protection Special Assessment within the geographical boundaries of the Town,
71 defined in the Ordinance as Fire Protection Assessment Area – Townwide. All capitalized words and
72 terms shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution.
73 Unless the context indicates otherwise, words imparting the singular number, include the plural
74 number, and vice versa.

75 **Section 4.** **Area to be Assessed for Fire Protection Services.** This Preliminary
76 Assessment Resolution is directed toward the levy and collection of a Fire Protection Special

Assessment within the area defined in the Ordinance as Fire Protection Special Assessment Area – Townwide, as legally described therein and in the Initial Assessment Resolution.

Section 5. Provision and Funding of Fire Protection Services.

(A) Upon the imposition of Fire Protection Assessments for the fire protection services, facilities, or programs against Assessed Property located within Fire Protection Special Assessment Area – Townwide, the Town shall provide fire protection services to such Assessed Property through a contract with the Lauderdale-By-The-Sea Volunteer Fire Department, which assumed the duties of the fire protection services through an Agreement, dated September 26, 2016, with the Town. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs required to provide fire protection services, facilities, and programs shall be funded by available Town revenues other than Fire Protection Assessment proceeds. No Emergency Medical Services (“EMS”) costs shall be funded by the Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within Fire Protection Assessment Area – Townwide will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 6. Imposition and Computation of Fire Protection Assessments. Fire

Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories on an annual basis pursuant to the procedures set forth in the Ordinance. Fire Protection

Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution.

The various property use categories are listed in Appendix “A”.

Section 7. Legislative Determinations of Special Benefit and Fair Apportionment. It is hereby ascertained and declared that the Fire Protection Assessed Costs provide a special benefit to the Assessed Property based upon the legislative determinations of special benefit, as well as the authority for the Town to levy the special assessment, ascertained and declared within the Ordinance and the Initial Assessment Resolution, which are hereby ratified and confirmed, and incorporated herein.

Section 8. Cost Apportionment Methodology. The Cost Apportionment as explained in the Initial Assessment Resolution is affirmed and incorporated herein by reference.

Section 9. Parcel Apportionment Methodology.
(A) The apportionment among Tax Parcels of that portion of the Fire Protection Assessed Costs apportioned to each Property Use Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in Appendix “C”, which Parcel Apportionment methodology is hereby approved, adopted, and incorporated into this Preliminary Assessment Resolution by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in Appendix “C” is to be applied in the calculation of the estimated Fire Protection Assessment rates established in Section 10 of this Preliminary Assessment Resolution.

Section 10. Establishment of Fire Protection Assessed Costs; Establishment of Preliminary Fire Protection Assessments.

(A) The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels within Fire Protection Special Assessment Area – Townwide pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2019, is the amount established in the Estimated Fire Protection Assessment Rate Schedule, attached hereto as Appendix “B”. The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs, and all costs of EMS, shall be funded from available Town revenue other than Fire Protection Assessment proceeds. No EMS costs shall be funded through Fire Protection Assessment proceeds.

(B) The estimated Fire Protection Assessments specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed in Fire Protection Assessment Area – Townwide in the Fiscal Year commencing October 1, 2019.

(C) The estimated Fire Protection Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2019, as provided in Section 11 of this Preliminary Assessment Resolution.

Section 11. Assessment Roll.

(A) The Town Manager, or his or her designee, is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2019, in the manner provided in the Ordinance. The Assessment Roll shall include all Tax Parcels within

the Property Use Categories. The Assessment Roll shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that a preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within Fire Protection Assessment Area – Townwide, and ensures that no property is assessed an amount greater than the benefit it receives from Fire Services provided by the Town.

Section 12. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m., on September 12, 2019, in Town Commission Chambers, 4505 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308, at which time the Town Commission will receive and consider any comments from the public and affected property owners on the Fire Protection Assessments within Fire Protection Assessment Area – Townwide, and consider imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 13. Notice by Publication. The Town Clerk shall publish a notice of the public hearing authorized by Section 12 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than August 22, 2019, in substantially the form attached hereto as Appendix “D”.

Section 14. Notice by Mail. The Town Clerk shall ensure that proper and timely notice is provided to the Owners of Assessed Property through use of the TRIM notices forwarded by the Property Appraiser's Office to Property Owners within the Fire Protection Assessment Area – Townwide within the Town in a manner consistent with the requirements of the Ordinance.

Section 15. Proof of Notice. The Town Manager, or his or her designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

Section 16. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments will be utilized for the provision of fire protection services, facilities, and programs. No proceeds shall be used to fund EMS.

Section 17. Partial Year Assessment. Partial Year Assessments are hereby imposed upon all property for which a certificate of occupancy is issued, as authorized by and provided in the Ordinance.

Section 18. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 19. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

185 **Section 20.** **Effective Date.** This Resolution shall become effective immediately upon
186 its passage and adoption.

187 **PASSED AND ADOPTED** this 23rd day of July, 2019.

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MAYOR CHRIS VINCENT

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195 ATTEST

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Tedra Allen, Town Clerk

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200 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney

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APPENDIX A

FIXED PROPERTY USE CODES

Fixed Property Use Code	Description	Category
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
112	BILLIARD CENTER	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
114	ICE RINK	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM, GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP, CHURCH, FUNERAL PARLOR	INSTITUTIONAL
131	CHURCH/CHAPEL	INSTITUTIONAL
134	FUNERAL PARLOR/CHAPEL	COMMERCIAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	INSTITUTIONAL
142	CLUB HOUSE	COMMERCIAL
143	YACHT CLUB	COMMERCIAL
144	CASINO, GAMBLING CLUBS	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
152	MUSEUM, ART GALLERY	INSTITUTIONAL
154	MEMORIAL STRUCTURE, MONUMENT	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
170	TERMINALS OTHER	COMMERCIAL
171	AIRPORT TERMINAL	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
174	STREET LEVEL RAIL TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
181	PERFORMANCE THEATER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
183	MOVIE THEATER	COMMERCIAL
185	RADIO, TV STUDIO	COMMERCIAL
186	MOVIE STUDIO	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL

Fixed Property Use Code	Description	Category
211	PRE-SCHOOL	INSTITUTIONAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
256	DAY CARE-IN RESIDENCE-UNLICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF	NURSING HOMES
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	COMMERCIAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
323	ASYLUM/MENTAL INSTITUTION	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
332	HOSPICES	INSTITUTIONAL
340	CLINICS, OTHER	INSTITUTIONAL
341	CLINIC, CLINIC-TYPE INFIRMARY	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
343	HEMODIALYSIS UNIT	INSTITUTIONAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
363	REFORMATORY, JUVENILE DETENTION CENTER	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	MULTI-FAMILY
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	MULTI-FAMILY
449	HOTELS, MOTELS, INNS, LODGES	HOTEL/MOTEL
459	RESIDENTIAL BOARD AND CARE	NURSING HOMES
460	DORMITORIES OTHER	INSTITUTIONAL
462	FRATERNITY, SORORITY HOUSE	INSTITUTIONAL
464	MILITARY BARRACKS/DORMITORY	MULTI-FAMILY
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	INSTITUTIONAL

Fixed Property Use Code	Description	Category
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
610	ENERGY PRODUCTION, OTHER	INDUSTRIAL/WAREHOUSE
614	STEAM, HEAT ENERGY PLANT	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	INSTITUTIONAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
640	UTILITY, ENERGY DISTRIBUTION CNTR OTHER	INDUSTRIAL/WAREHOUSE
642	ELECTRIC TRANSMISSION DISTIB. SYSTEM	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
645	FLAMMABLE LIQUID SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITARY SERVICE	INDUSTRIAL/WAREHOUSE
655	CROPS, ORCHARDS	AGRICULTURAL
659	LIVESTOCK PRODUCTION	AGRICULTURAL
669	FOREST, TIMBERLAND	AGRICULTURAL
679	MINING, QUARRYING/NATURAL RAW MATERIALS	INDUSTRIAL/WAREHOUSE
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
807	OUTSIDE MATERIAL STORAGE AREA	INDUSTRIAL/WAREHOUSE
808	SHED	NON-SPECIFIC
816	GRAIN ELEVATORS, SILO	AGRICULTURAL
819	LIVESTOCK, POULTRY STORAGE	AGRICULTURAL
839	REFRIGERATED STORAGE	INDUSTRIAL/WAREHOUSE
849	OUTSIDE STORAGE TANK	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
881	RESIDENTIAL PARKING STORAGE	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	WHARF, PIER	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
922	TUNNEL	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
931	OPEN LAND, FIELD	VACANT
935	CAMPSITE WITH UTILITIES	RESIDENTIAL
936	VACANT LOT	VACANT
937	BEACH	NON-SPECIFIC
938	GRADED AND CARED FOR PLOTS OF LAND	AGRICULTURAL
941	IN OPEN SEA, TIDAL WATERS	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
940	WATER AREAS, OTHER	NON-SPECIFIC

Fixed Property Use Code	Description	Category
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
973	TAXIWAY/UNCOV PARK/MAINT AREA	COMMERCIAL
974	AIRCRAFT LOADING AREA	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
982	OIL, GAS FIELD	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	INDUSTRIAL/WAREHOUSE
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

APPENDIX B

ESTIMATED FIRE PROTECTION ASSESSMENT RATE SCHEDULE IN FIRE PROTECTION ASSESSMENT AREA - TOWNWIDE

SECTION B-1. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS IN FIRE PROTECTION ASSESSMENT AREA - TOWNWIDE. The estimated Fire Protection Assessed Costs to be assessed within Fire Protection Assessment Area – Townwide for the Fiscal Year commencing October 1, 2019 is \$1,088,162.18

SECTION B-2. ESTIMATED FIRE PROTECTION ASSESSMENTS. The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels within Fire Protection Assessment Area – Townwide pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for fire protection services in Fire Protection Assessment Area – Townwide for the Fiscal Year commencing October 1, 2019, are hereby established as follows:

CATEGORY	RATE/UNIT
RESIDENTIAL	\$129.85 per residential unit
NON-RESIDENTIAL	\$0.21 per bldg. square foot

APPENDIX C

PARCEL APPORTIONMENT METHODOLOGY

The Cost Apportionment to each Property Use Category and to Mixed Use Property shall be apportioned among the tax parcels within each Property Use Category and to Mixed Use Property Tax Parcels as follows:

SECTION C-1. RESIDENTIAL PROPERTY. Calls to single-family residential, mobile home, and multi-family parcels were aggregated into one "residential" category. The Fire Protection Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the demand Percentage attributable to Residential Property by the Fire Protection Assessed Costs, dividing such product by the total number of Dwelling Units shown on the Tax Roll within the Town, and then multiplying such quotient by the number of dwelling Units located on such Tax Parcel. The sum of the Fire Assessment so assigned to Residential parcels is the Fire Service Assessment revenue that will be received from said parcels.

SECTION C-2 NON-RESIDENTIAL PROPERTY. The Fire Protection Assessments for each Building of Non-Residential Property shall be computed as follows:

The Fire Protection Assessments for each Building of Non-Residential Property shall be computed by multiplying the building square footage as reflected in the Property Appraiser's Office by the fire assessment rate established by the Town Commission.

SECTION C-3. MIXED USE PROPERTY. The Fire Protection Assessments for each Tax Parcel classified in two or more Property Use categories shall be the sum of the Fire Protection Assessments computed for each Property Use category.

APPENDIX D

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 22, 2019

INSERT MAP OF TOWN

[FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE]

NOTICE OF HEARING TO IMPOSE AND

PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Town Commission of the TOWN OF LAUDERDALE-BY-THE-SEA will conduct a public hearing to consider imposing fire protection special assessments for the provision of fire protection services within the geographical boundaries of the Town of Lauderdale-By-The-Sea, legally referred to as “Fire Protection Assessment Area – Townwide.”

The hearing will be held at 6:00 p.m. on September 12, 2019, in the Town Commission Chambers, 4505 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's office at (954) 640-4200 at least two days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment schedule.

CATEGORY	RATE
RESIDENTIAL	\$129.85 per unit
NON-RESIDENTIAL	\$0.21 per bldg. square foot

Copies of the Fire Protection Assessment Ordinance, Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's office, Town Hall, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2019, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (954) 640-4200, Monday through Friday between 9:00 a.m. and 4:00 p.m.

TOWN CLERK OF LAUDERDALE-BY-THE-SEA

LAUDERDALE-BY-THE-SEA JULY 2019 FIRE RECAP

AUTHORITY	TYPE	CLASS	RATE	# OF PARCELS	ASSESSMENT BASE	ASSESSMENT	# OF EX PARCELS	EX BASE	TOTAL # OF PARCELS	TOTAL BASE
F 02	R	RESIDENTIAL	129.85	6020	6,799	\$882,850.15	0	0	6,020	6,799
F 02	L	VACANT LOTS		0	0	-	86	86	86	86
F 02	C	COMMERCIAL	0.21	112	894,613	\$187,868.73	0	0	112	894,613
F 02	Y	MISCELLANEOUS EXEMPT		0	0	-	2	49,258	2	49,258
F 02	V	COMMON AREAS		0	0	-	40	40	40	40
F 02	S	SPEC./COMB		16	96,789	\$17,443.30	0	0	16	96,789
F 02	X	GOVERNMENTAL		0	0	-	38	30,907	38	30,907
				6148		\$1,088,162.18	166		6,314	



Town Commission Agenda Item Report

Meeting Date: July 23, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

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.

Explanation: On September 26, 2018, the Town approved a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") for the estimated cost of \$53,003 for the requested design services for the El Mar Greenway Project ("Project"). The \$53,300.00 was the Town's share of the estimated total cost of \$720,573.00 to design the replacement of the outside sidewalks, and curbing, and to conduct a drainage analysis for the Project.

On April 10, 2017, FDOT issued an advertisement for design services for El Mar Drive from Palm Avenue to Pine Avenue through the competitive solicitation number 18425 ("RFP"). Erdman Anthony of Florida, Inc. ("Erdman") submitted the lowest, responsive and responsible bid to FDOT. On October 16, 2017, FDOT and Erdman entered into an agreement pursuant to the RFP for design services for the Project ("FDOT Agreement").

The Town wishes to expand the design for the Project. In order to do so, the Town would like to contract directly with Erdman for a landscape plan and a photometric study, which is necessary to prepare the pedestrian lighting plan. The Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual. Additionally, the Council is allowed to waive Section IV.E.(1) (a) of the Town's Purchasing Manual regarding the performance of a market survey to determine if the prices of the original contract are fair and reasonable. Final execution of the agreement shall await the Town Attorney's review of the FDOT Agreement. The cost for the supplemental work is \$280,234.95

Recommendation: Town Commission approve Resolution 2019-21 authorizing a piggy agreement with Erdman Anthony of Florida, Inc.

Attachments: Exhibit 1 – Scope of Services proposal

Exhibit 2 – Resolution 2019-21

Exhibit 3 – Proposed agreement with Erdman Anthony of Florida, Inc.

SCOPE OF SERVICES

Engineering Design and Construction Plans for Pedestrian Lighting, Landscaping and Hardscape Contract No. TBD

El Mar Drive from Palm Avenue to Pine Avenue Town of Lauderdale-By-The-Sea
FPID: 437786-1-32-01
April 10, 2018

Erdman Anthony with its sub-consultants will provide the following services under this agreement with the Town of Lauderdale-By-The-Sea (LBTS):

ENGINEERING SERVICES:

1. **Temporary Traffic Control Plans** – Provide designs services for traffic control analysis and plans due to decorative lighting, landscape and hardscape improvements.
2. **Pedestrian Lighting** - Provide design services consisting of photometric analysis on two alternatives, voltage drop calculations, design report and CADD along with construction plans for decorative pedestrian lighting along the proposed shared used path located in the median.
3. **Street Lighting** - Provide photometric analysis for existing southbound El Mar Drive between Palm Avenue and Pine Avenue except for the intersection at SR 870/ Commercial Blvd.
4. **Hardscape** -Provide additional design services for hardscape analysis and design along with construction plans for the proposed shared use path located in the median area.
5. **Landscape Plans** - Provide Landscape design and plans for the proposed landscape improvement in the median along El Mar Drive due to addition of the shared use path. The plans will be suitable for permit and construction and will be in accordance with regulating design guidelines and ordinances. The Landscape Plan shall include the existing vegetation to remain, and the proposed planting per the Greenbook Standards and per the client requirements. Preliminary landscape drawings will be developed to depict the character and scope for client review and approval. Design Development plans will be elaborated to incorporate site plan issues and owner input. The plans will be revised per comments and Construction Documents will be provided for permit and construction.
6. **Irrigation Plans** – The Irrigation Plans and specifications will be developed to provide 100% irrigation coverage to the landscape beds, trees and sodded areas of the project limits within the median areas. It is assumed that the source will be from an existing

irrigation meter. These plans will be in accordance with 'Florida Friendly Landscaping' guidelines for water efficiency. The components will be selected for irrigation efficiency and will incorporate smart technology systems. The completed plans will include an Irrigation Schedule that includes the recommended product information, as well as supporting details of the irrigation components.

7. Attend coordination meetings with FDOT staff, local agency representatives and key stakeholders and assist the Town with one additional Public Info meeting not included in the FDOT project scope.
8. Provide Construction Plans and CADD files in MicroStation format to meet FDOT standards.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Two Lane or Multi-lane rural Curb & Gutter Highway Design I El Mar Dr from Palm Ave to Pine Ave
 County: Broward
 FPN: 437786-1-52-01
 FAP No.: D 417 094 B

Consultant Name: Erdman Anthony & Associates
 Consultant No.: 60301.00
 Date: 5/1/2019
 Estimator: Nisar Khan

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Principal Engineer	Senior Engineer	Project Engineer	Engineering Intern	Senior Designer	Designer-Associate	CADD / Computer Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$233.10	\$233.10	\$229.52	\$205.10	\$115.25	\$84.65	\$100.60	\$84.65	\$89.99	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	184	37	9	18	18	18	18	18	18	30	0	0	0	184	\$28,178	\$153.14
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	12	8	4	0	0	0	0	0	0	0	0	0	0	12	\$2,797	\$233.10
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	196	45	13	18	18	18	18	18	18	30	0	0	0	196		
Total Staff Cost		\$10,489.50	\$3,030.30	\$4,131.36	\$3,691.80	\$2,074.50	\$1,523.70	\$1,810.80	\$1,523.70	\$2,699.70	\$0.00	\$0.00	\$0.00		\$30,975.36	\$158.04

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:						
OVERHEAD:			190.85%			\$30,975.36
OPERATING MARGIN:			27.00%			
FCCM (Facilities Capital Cost Money):			0.382%			
EXPENSES:			7.33%			
Survey (Field - if by Prime)	0	4-person crew days @	\$	-	/ day	\$0.00
SUBTOTAL ESTIMATED FEE:						\$30,975.36
Subconsultant:	AECOM (Pedestrian Lighting & Hardscape)					\$200,515.99
Subconsultant:	Keith & Associates (Landscape Plans)					\$48,743.60
Subconsultant:	Sub 3					\$0.00
Subconsultant:	Sub 4					\$0.00
Subconsultant:	Sub 5					\$0.00
Subconsultant:	Sub 6					\$0.00
Subconsultant:	Sub 7					\$0.00
Subconsultant:	Sub 8					\$0.00
Subconsultant:	Sub 9					\$0.00
Subconsultant:	Sub 10					\$0.00
Subconsultant:	Sub 11					\$0.00
Subconsultant:	Sub 12					\$0.00
SUBTOTAL ESTIMATED FEE:						\$280,234.95
Geotechnical Field and Lab Testing						\$0.00
SUBTOTAL ESTIMATED FEE:						\$280,234.95
Optional Services						\$0.00
GRAND TOTAL ESTIMATED FEE:						\$280,234.95

Project Activity 3: General Tasks

Estimator: Nisar Khan

El Mar Dr from Palm Ave to Pine Ave
437786-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Ccoordinate PowerPoint presentation for the additional Public Info meeting desired by the Town of LBTS. Actual presentation input to be provided by Hardscape and Landscape Architect
3.1.9	Public Meeting Preparations	LS	1	16	16	For one additional public meeting desired by the Town of LBTS
3.1.10	Public Meeting Attendance/Followup	LS	1	24	24	Based on one meeting with 2 attendees (2*4 + 16 hrs for the follow up)
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					48	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	88	88	16 hrs for set up + 4 hrs/month for 18 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	20	20	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	4	4	Coordination with subconsultants
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	24	24	Includes meetings with residents and Townof LBTS staff about median pathway Landscaping related issues
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					184	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway Analysis	EA	0	0	0	
	Drainage	EA	0	0	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	0	0	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	4	3	12	Four Meeting about pedestrian lighting - (one each with FPL, maintaining agency & 2 progress meetings.)
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Terrestrial Mobile LIDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	2	4	8	
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			6		20	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 23: Lighting Analysis

Estimator:

El Mar Dr from Palm Ave to Pine Ave

437786-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	0	0	
23.2	Lighting Design Analysis Report	LS	1	0	0	
23.3	Aeronautical Evaluation	LS	1	0	0	
23.4	Voltage Drop Calculations	EA	0	0	0	
23.5	FDEP Coordination and Report	LS	1	0	0	
23.6	Reference and Master Design Files	LS	1	0	0	
23.7	Temporary Lighting	LS	1	0	0	
23.8	Design Documentation	LS	1	0	0	
23.9	Quantities	LS	1	0	0	
23.10	Cost Estimate	LS	1	0	0	
23.11	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
23.12	Other Lighting Analysis	LS	1	0	0	
Lighting Analysis Technical Subtotal					0	
23.13	Field Reviews	LS	1	0	0	
23.14	Technical Meetings	LS	1	12	12	
23.15	Quality Assurance/Quality Control	LS	%	0%	0	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	0%	0	
Lighting Analysis Nontechnical Subtotal					12	
23.18	Coordination	LS	%	0%	0	
23. Lighting Analysis Total					12	

Project Activity 23: Lighting Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	3	0		yes	1
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	1	3	3		yes	1
Maintaining Agency (cities, counties)	EA	1	3	3		yes	1
Airport authority	EA	0	0	0			0
FDEP Lighting (coast areas)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				6	Subtotal Project Manager Meetings		3
Progress Meetings (if required by FDOT)	EA	2	3	6	PM attendance at Progress Meetings is manually entered on General Task 3		2
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		0
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)		5

Carries to 23.14

Carries to Tab 3

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: El Mar Drive from Palm Avenue to Pine Avenue
 County: Broward
 FPN: 437786-1-32-01
 FAP No.: N/A

Consultant Name: AECOM Technical Services, Inc.
 Consultant No.:
 Date: 4/17/2019
 Estimator: Erik A. Boyer

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Principal Engineer	Senior Project Engineer	Chief Designer	Engineering Intern	Senior Scientist	GIS Specialist	Scientist	Senior Landscape Architect	Landscape Architect	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$211.51	\$162.83	\$157.67	\$141.75	\$89.53	\$124.27	\$118.05	\$74.39	\$167.74	\$110.44	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	141	85	0	6	0	0	0	0	0	31	19	0	0	141	\$26,223	\$185.98
4. Roadway Analysis	166	30	51	18	50	17	0	0	0	0	0	0	0	166	\$26,097	\$157.21
5. Roadway Plans	89	17	14	4	36	18	0	0	0	0	0	0	0	89	\$13,221	\$148.55
23. Lighting Analysis	487	49	49	146	170	73	0	0	0	0	0	0	0	487	\$71,996	\$147.84
24. Lighting Plans	94	8	7	24	28	27	0	0	0	0	0	0	0	94	\$13,002	\$138.32
25. Landscape Architecture Analysis	65	0	0	0	0	0	0	0	0	39	26	0	0	65	\$9,413	\$144.82
26. Landscape Architecture Plans	304	0	0	0	0	0	0	0	0	122	182	0	0	304	\$40,564	\$133.44
Total Staff Hours	1,346	189	121	198	284	135	0	0	0	192	227	0	0	1,346		
Total Staff Cost		\$39,975.39	\$19,702.43	\$31,218.66	\$40,257.00	\$12,086.55	\$0.00	\$0.00	\$0.00	\$32,206.08	\$25,069.88	\$0.00	\$0.00		\$200,515.99	\$148.97

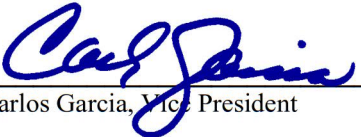
Check = \$200,515.99

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:

OVERHEAD:	135.09%	\$200,515.99
OPERATING MARGIN:	30.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	13.73%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$200,515.99
Survey (Field)	0 4-person crew \$ - / day	\$0.00
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$200,515.99
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$200,515.99


 Carlos Garcia, Vice President

April 17, 2019
 Date

Project Activity 3: General Tasks

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue
437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	16	16	Graphic support for public meetings; Assume 2 renderings at 8 hours each = 16 hours total
3.1.8	PowerPoint Presentation	LS	1	0	0	Assume to be handled by prime
3.1.9	Public Meeting Preparations	LS	1	0	0	Assume to be handled by prime
3.1.10	Public Meeting Attendance/Followup	LS	1	12	12	Assume 1 meeting, 1 LA in attendance @ 8 hours; 4 hours post-meeting follow-up/documentation = 12 hours
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					28	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	88	88	Initial Setup (16 hrs) + 4 hrs x 18 months = 88 hrs
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	16	16	Assume 2 reviews, 8 hours each
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	9	9	3 hours per signatory x 3 EOR's
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					141	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue
437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Traffic Control Analysis	LS	1	40	40	Level II, mid range project, no add ons
4.11	Master TCP Design Files	LS	1	54	54	Level II, 2 phases, 40 scale
4.12	Selective Clearing and Grubbing	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities	LS	1	40	40	TCP quantities
4.17	Cost Estimate	LS	1	12	12	6 hrs / update, 2 updates
4.18	Technical Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					146	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	20	20	
4.23	Quality Assurance/Quality Control	LS	%	0%	0	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	0%	0	
Roadway Analysis Nontechnical Subtotal					20	
4.26	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					166	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0		0
Pavement	EA	0	0	0		0
Access Management	EA	0	0	0		0
15% Line and Grade	EA	0	0	0		0
Driveways	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	2	4	8		0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				8	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	3	4	12	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				20	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue

437786-1-32-01

Representing		Print Name	Signature / Date
FDOT District			
Consultant Name			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	0	0	0	
5.3.2	Typical Section Details		EA	0	0	0	
5.4	General Notes/Pay Item Notes		Sheet	0	0	0	
5.5	Summary of Quantities Sheets		Sheet	3	5	15	3 Sheets
5.6	Project Layout		Sheet	0	0	0	
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet		Sheet	0	0	0	
5.9	Plan Sheet		Sheet	0	0	0	
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet		Sheet	0	0	0	
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.14	Intersection Layout Details		Sheet	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	
5.18	Cross Sections		EA	0	0	0	
5.19	Temporary Traffic Control Plan Sheets		Sheet	10	6	60	2 TCP phases, 10 sheets, 40 scale
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.21	Temporary Traffic Control Detail Sheets		Sheet	1	6	6	TCP general notes / phasing notes
5.22	Utility Adjustment Sheets		Sheet	0	0	0	
5.23	Selective Clearing and Grubbing Sheet(s)						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.24	Tree Disposition Sheet(s)						
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	0	0	0	
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.25	Project Network Control Sheet(s)		Sheet	0	0	0	
5.26	Environmental Detail Sheets		Sheet	0	0	0	
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	0	0	0	
Roadway Plans Technical Subtotal						81	
5.28	Quality Assurance/Quality Control		LS	%	5%	4	
5.29	Supervision		LS	%	5%	4	
5. Roadway Plans Total						89	

Project Activity 23: Lighting Analysis

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue
437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	0	0	N/A
23.2	Lighting Design Analysis Report	LS	1	90	90	Includes photometric analysis with alternatives for shared use path, and existing roadway analysis for SB El Mar Drive from Palm Avenue to Pine Avenue except at the SR-870/Commercial Blvd intersection
23.3	Aeronautical Evaluation	LS	1	0	0	N/A
23.4	Voltage Drop Calculations	LS	1	60	60	12 circuits at 5 hrs each.
23.5	FDEP Coordination and Report	LS	1	16	16	16 hrs to include coordination for sea turtles.
23.6	Reference and Master Design Files	LS	1	186	186	60 hrs for set up + 140 hrs / mi x 0.9 mi.
23.7	Temporary Lighting	LS	1	0	0	N/A
23.8	Design Documentation	LS	1	8	8	Prepare all design documentation and Cadd files.
23.9	Quantities	LS	1	18	18	9 sheets x 2 hrs/sheet.
23.10	Cost Estimate	LS	1	15	15	3 Engineer Cost estimates x 5 hrs.
23.11	Technical Special Provisions	LS	1	0	0	N/A
23.12	Other Lighting Analysis	LS	1	0	0	N/A
Lighting Analysis Technical Subtotal					393	
23.13	Field Reviews	LS	1	8	8	2 persons/trip x 4 hrs/person x 1 trip
23.14	Technical Meetings	LS	1	36	36	
23.15	Quality Assurance/Quality Control	LS	%	5%	20	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	20	
Lighting Analysis Nontechnical Subtotal					84	
23.18	Coordination	LS	%	2%	10	
23. Lighting Analysis Total					487	

Project Activity 23: Lighting Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	0	0		0
FDOT Traffic Design	EA	0	0	0		0
Power Company (service point coordination)	EA	1	4	4	no	0
Maintaining Agency (cities, counties)	EA	4	4	16	yes	0
Airport authority	EA	0	0	0		0
FDEP Lighting (coast areas)	EA	1	4	4	yes	0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				24	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	- -
Phase Review Meetings	EA	3	4	12	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	- -
Total Meetings				36	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 23.14

Carries to Tab 3

24. Lighting Plans

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue

437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	8	1	8	
24.2	Summary of Pay Items Including Designer Interface (TRNS•Port) Input		Sheet	0	0	0	0	N/A
24.3	Tabulation of Quantities		Sheet	1	12	1	12	
24.4	General Notes/Pay Item Notes		Sheet	1	12	1	12	
24.5	Pole Data, Legend and Criteria		Sheet	1	16	1	16	
24.6	Service Point Details		Sheet	1	12	1	12	Multiple service points anticipated.
24.7	Project Layout		Sheet	0	0	0	0	N/A
24.8	Plan Sheet		Sheet	9	2	9	18	9 sheets.
24.9	Special Details		Sheet	1	8	1	8	Reference Decorative lighting and bollard lighting.
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	N/A
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	N/A
24.12	Interim Standards		LS	1	0		0	N/A
Lighting Plans Technical Subtotal						15	86	
24.13	Quality Assurance/Quality Control		LS	%	5%		4	
24.14	Supervision		LS	%	5%		4	
24. Lighting Plans Total						15	94	

25. Landscape Arch. Analysis

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue
437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	0	0	Under separate contract
25.2	Site Inventory and Analysis	LS	1	0	0	Under separate contract
25.3	Planting Design	LS	1	0	0	N/A
25.4	Irrigation Design	LS	1	0	0	N/A
25.5	Hardscape Design	LS	1	40	40	Conceptual hardscape design to depict the delineation of all proposed hardscape elements. Hardscape elements include pavement materials/textures/colors/patterns and site furnishings (benches, chairs, waste receptacles, bike racks, and dog stations). Site furnishings will be coordinated with the Town of Lauderdale by the Sea.
25.6	Plan Summary Boxes	LS	1	0	0	N/A - by others
25.7	Cost Estimates	LS	1	0	0	N/A
25.8	Technical Specification Provisions	LS	1	0	0	N/A - To be provided by the Town of Lauderdale by the Sea
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					40	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	0	0	Under separate contract
25.12	Technical Meetings / Public Meetings	LS	1	20	20	Meetings are listed below
25.13	Quality Assurance/Quality Control	LS	%	5%	2	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	5%	2	

25. Landscape Arch. Analysis

Landscape Architecture Analysis Nontechnical Subtotal					24	
25.16	Project Coordination	LS	%	2%	1	
25.17	Interdisciplinary Coordination	LS	%	0%	0	N/A
25. Landscape Analysis Total					65	

25. Landscape Arch. Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	0	0	0		0
Maintaining Agency (cities, counties)	EA	2	4	8		0
Utility Owners	EA	1	4	4		0
Local Agency for Tree Removal	EA	0	0	0		0
Local Citizen Group(s)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				12	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	2	4	8	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				20	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 25.12

Carries to Tab 3

26. Landscape Arch. Plans

Estimator: Erik A. Boyer

El Mar Drive from Palm Avenue to Pine Avenue
437786-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	8	1	8	
26.2	Tabulation of Quantities		Sheet	3	8	3	24	
26.3	General Notes		Sheet	0	0	0	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	0	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	0	0	0	0	
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	
26.7	Planting Details and Notes		Sheet	0	0	0	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	0	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	
26.10	Irrigation Details and Notes		Sheet	0	0	0	0	
26.11	Hardscape Plans		Sheet	11	12	11	132	Assume 11 sheets at 40 scale to cover the project limits
26.12	Hardscape Details and Notes		Sheet	4	24	4	96	
26.13	Maintenance Plan		Sheet	2	8	2	16	One graphic showing limits of area to be maintained and one notes sheet specifying/identifying maintenance activity requirements
26.14	Cost Estimate		LS	1	0		0	
Landscape Architecture Plans Technical Hours Subtotal						21	276	
26.15	Quality Assurance/Quality Control		LS	%	5%		14	
26.16	Supervision		LS	%	5%		14	
26. Landscape Architecture Plans Total						21	304	

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Design Services for El Mar Drive from Palm Avenue to Pine Avenue
 County: Broward
 FPN: 4377861320 Michael Phillips
 FAP No.: N/A

Consultant Name: Keith and Associates
 Consultant No.: 08800.32 CA-1
 Date: 4/12/2019
 Estimator: Michael Phillips, PLA

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Landscape	Landscape Designer	Senior Utility Coordinator	Utility Coordinator	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$169.20	\$87.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	4	4	0	0	0	0	0	0	0	0	0	8	\$1,029	\$128.59
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	12	12	0	0	0	0	0	0	0	0	24	\$1,056	\$43.99
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	2	6	0	0	0	0	0	0	0	0	8	\$176	\$22.00
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	90	0	36	54	0	0	0	0	0	0	0	0	0	90	\$10,842	\$120.47
26. Landscape Architecture Plans	315	0	95	221	0	0	0	0	0	0	0	0	0	316	\$35,518	\$112.40
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	1	4	0	0	0	0	0	0	0	0	0	5	\$521	\$104.22
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	2	3	0	0	0	0	0	0	0	0	0	5	\$602	\$120.47
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	405	0	138	300	18	0	0	0	0	0	0	0	0	456		
Total Staff Cost		\$0.00	\$23,349.60	\$26,394.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$49,743.60	\$109.09

Check = \$49,743.60

SALARY RELATED COSTS:			\$49,743.60
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:			\$49,743.60
SUE	0	2-man crew Designation/ GPR	\$ 1,446.44 / day
SUE	0	3-man crew/ Locating Crew	\$ 2,380.32 / day
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$49,743.60
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$49,743.60

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

25. Landscape Arch. Analysis

Estimator:

Design Services for El Mar Drive from Palm Avenue to Pine Avenue
43778613201

Representing	Print Name	Signature / Date
FDOT District	Michael Phillips	
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	4	4	collect data regarding limits of existing irrigation and landscape requirements
25.2	Site Inventory and Analysis	LS	4	4	16	determine construction impacts, evaluate site layout for landscape opportunities, verify existing irrigation sources, coordinate with Town to determine requirements
25.3	Planting Design	LS	1	10	10	design plan analysis to determine landscape opportunities
25.4	Irrigation Design	LS	1	12	12	determine capacity of existing system, evaluate site layout for irrigation needs, coordinate with Town to determine requirements
25.5	Hardscape Design	LS	1	10	10	coordination with team
25.6	Plan Summary Boxes	LS	0	0	0	not included
25.7	Cost Estimates	LS	1	8	8	as required
25.8	Technical Specification Provisions	LS	0	0	0	not included
25.9	Other Landscape Architecture	LS	0	0	0	not included
Landscape Architecture Analysis Technical Subtotal					60	
25.10	Outdoor Advertising	LS	0	0	0	not included
25.11	Field Reviews	LS	0	0	0	not included
25.12	Technical Meetings / Public Meetings	LS	1	22	22	Meetings are listed below
25.13	Quality Assurance/Quality Control	LS	%	5%	3	
25.14	Independent Peer Review	LS	%	0%	0	not included
25.15	Supervision	LS	%	5%	3	
Landscape Architecture Analysis Nontechnical Subtotal					28	
25.16	Project Coordination	LS	%	2%	2	
25.17	Interdisciplinary Coordination	LS	%	0%	0	not included
25. Landscape Analysis Total					90	

25. Landscape Arch. Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	0	0	0		0
Maintaining Agency (cities, counties)	EA	2	4	8		0
Utility Owners	EA	0	0	0		0
Local Agency for Tree Removal	EA	0	0	0		0
Local Citizen Group(s)	EA	1	4	4		0
Other Meetings	EA	1	4	4		0
Subtotal Technical Meetings				16	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	- -
Phase Review Meetings	EA	2	3	6	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	- -
Total Meetings				22	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 25.12

Carries to Tab 3

26. Landscape Arch. Plans

Estimator:

Design Services for El Mar Drive from Palm Avenue to Pine Avenue
43778613201

Representing	Print Name	Signature / Date
FDOT District	Michael Phillips	
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	0	0	0	0	N/A
26.2	Tabulation of Quantities		Sheet	1	20	1	20	tabulation of landscape & irrigation materials
26.3	General Notes		Sheet	1	4	1	4	as required
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	0	0	0	0	in original contract
26.5	Planting Plans For Linear Roadway Projects		Sheet	12	12	12	144	full planting plans for El Mar Drive median
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	N/A
26.7	Planting Details and Notes		Sheet	2	6	2	12	one sheet each
26.8	Irrigation Plans for Linear Roadway Project		Sheet	12	8	12	96	full irrigation plans for El Mar Drive median
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	N/A
26.10	Irrigation Details and Notes		Sheet	1	6	1	6	as required
26.11	Hardscape Plans		Sheet	0	0	0	0	N/A
26.12	Hardscape Details and Notes		Sheet	0	0	0	0	N/A
26.13	Maintenance Plan		Sheet	1	10	1	10	documents and coordination for MMOA
26.14	Cost Estimate		LS	1	8	1	8	as required for landscape and irrigation
Landscape Architecture Plans Technical Hours Subtotal						31	300	
26.15	Quality Assurance/Quality Control		LS	%	5%		15	N/A
26.16	Supervision		LS	%	0%		0	N/A
26. Landscape Architecture Plans Total						31	315	

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WHEREAS, on September 26, 2018, the Town approved a Locally Funded Agreement with the Florida Department of Transportation (“FDOT”) for the estimated cost of \$53,003 for the requested design services for the El Mar Greenway Project (“Project”); and

WHEREAS, the \$53,003 is the Town's share of the total estimated cost of \$720,573.00 to design the replacement of the outside sidewalks, and curbing, and to conduct a drainage analysis as part of the Project; and

WHEREAS, on April 10, 2017, FDOT issued an advertisement for design services for El Mar Drive from Palm Avenue to Pine Avenue through the competitive solicitation number 18425 (“RFP”); and

WHEREAS, Erdman Anthony of Florida, Inc. (“Erdman”) submitted the lowest, responsive and responsible bid to FDOT; and

WHEREAS, on October 16, 2017, FDOT and Erdman entered into an agreement pursuant to the RFP for design services for the Project (“FDOT Agreement”); and

30 **WHEREAS**, the Town wishes to contract directly with Erdman for a landscape plan and
31 a photometric study, which is necessary to prepare the pedestrian lighting plan; and

32 **WHEREAS**, the Town is authorized to piggyback agreements pursuant to Section IV.E.
33 of the Town's Purchasing Manual; and

34 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
35 approve and authorize an agreement with Erdman for engineering design and construction plans
36 for pedestrian lighting, landscaping, and hardscape for the Project, utilizing the pricing contained
37 in the FDOT Agreement.

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

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

42 **Section 2. Piggyback Agreement Approved.** The Piggyback Agreement with Erdman
43 for engineering design and construction plans for pedestrian lighting, landscaping, and hardscape
44 for the Project, in the amount of \$280,234.95, attached hereto as Exhibit “A,” is hereby approved.

45 **Section 3. Authorization to Execute Agreement.** The Town Manager is hereby
46 authorized to execute the Piggyback Agreement with Erdman for engineering design and
47 construction plans for pedestrian lighting, landscaping, and hardscape for the Project, in the amount
48 of \$280,234.95, attached hereto as Exhibit “A,” together with such non-substantial changes as are
49 deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the
50 Town Attorney. Final execution of the agreement shall await the Town Attorney’s review of the
51 FDOT Agreement.

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

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

57 **PASSED AND ADOPTED** this _____ day of July, 2019.

58
59
60 _____
61 Mayor Chris Vincent

62 Attest:

63
64
65
66 _____
67 Town Clerk Tedra Allen
68 (CORPORATE SEAL)

69
70
71 APPROVED AS TO FORM:

72
73
74 _____
75 Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Engineering Design and Construction Plans for Pedestrian Lighting, Landscaping and Hardscape (“Agreement”), made and entered into this ____ day of ____ 2019 (“Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Erdman Anthony of Florida, Inc. (the “**Consultant**”).

WHEREAS, in response to the Florida Department of Transportation’s (“FDOT”) solicitation of bids, Contractor submitted a proposal for services similar to the services to be provided under this contract as set forth in the Proposal, which is incorporated herein by reference and made a part hereof, attached hereto as Exhibit “A”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid to FDOT’s solicitation to bid #18425; and

WHEREAS, on October 16, 2017, FDOT and Erdman entered into an agreement pursuant to the solicitation to bid #18425 for design services for the Project; and

WHEREAS, on ____ __, 2019, pursuant to Section IV.E. of the Town’s Purchasing Manual, the Town Commission adopted Resolution No. 2019-__, and awarded this Contract for performance of the Services (as hereinafter defined) to the Consultant; and

WHEREAS, the services under this Agreement consist of engineering design and construction plans for pedestrian lighting, landscaping, and hardscape (“Services”) for El Mar Drive from Palm Avenue to Pine Avenue (“Project”); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Services for the Project, and has agreed to provide the Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Town desires to contract with Consultant for the Services, and the Consultant desires to contract with the Town to provide the Services.

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

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

1.1 The Consultant shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A**.

Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

1. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 6 of this Agreement.

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

3. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant's Proposal, attached hereto as **Exhibit A**. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

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

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

6. Termination. Town Manager may, with or without cause, terminate this Agreement upon written notice to the Consultant, effective on the date specified in the notice.

7. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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

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

For The Consultant: 5405 Okeechobee Blvd., Suite 200
 West Palm Beach, FL 33417

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

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

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

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

14. Scrutinized Companies

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

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

19. Ethics.

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

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Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
William Vance, Town Manager

By: _____

By: _____
Lucila Lang, Finance Director

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



Town Commission Agenda Item Report

Meeting Date: July 9, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: 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.

Explanation: Vehicles and Equipment tend to be one of the largest outlays a municipal government faces when preparing budgets. In an effort to help offset these one-time large expenditures, staff began to explore other options. Enterprise offers a Master Equity Lease agreement that allows a municipality to lease vehicles over a defined period of time (typically 5 years) and when the lease is over the Town would be able to purchase the vehicles outright or Enterprise could sell them on the Town's behalf. An additional benefit of this program is that it includes maintenance costs over the life of the lease. This is particularly advantageous as we will be able to better anticipate maintenance costs as Enterprise has pre-negotiated rates with automotive repair centers, which has the potential to greatly lower our vehicle maintenance expenses.

What benefit is derived from selling the vehicles after the lease expires?

Due to the fact the Town can purchase vehicles cheaper than consumer pricing and Town vehicles traditionally have low mileage, there is a significant residual value that would allow us to recoup a greater equity then holding onto the vehicles. Enterprise would handle the selling process and the Town would receive back the remaining equity less Enterprise's fee.

The leasing of these vehicles would be done through Sourcewell Contract #060618EFM "Fleet Management Services," from Enterprise Fleet Management. This contract was obtained via The National Joint Powers Alliance (NJPA) Request for Proposal (RFP) #060618, which was awarded to Enterprise Fleet Enterprise Management. The NJPA cooperative, which issued the solicitation on behalf of municipalities, changed its name to Sourcewell. The current contract is valid through July 24, 2022, with one (1) remaining one-year renewal. The Town's contract with Enterprise is for a 5 year term. The Town wishes to lease 2 vehicles for Fiscal Year 2019, in the amount of \$62,318.40. The Agreement allows the Town to lease additional vehicles, as needed, throughout the term of the Agreement. Any additional leases will be brought back to the Town Commission for approval.

Recommendation:

Approval of the attached Resolution authorizing the Town Manager to execute a contract with Enterprise Fleet Management for Fleet Management Services via the Master Equity Leasing Agreement.

Attachments: Exhibit 1 – Resolution 2019-22

Exhibit 2 – Addendum to Master Equity Leasing Agreement

Exhibit 3 – Maintenance Agreement

Exhibit 4 – Maintenance Mgmt & Fleet Rental Agreement

Exhibit 5 – FY 19 Vehicles

RESOLUTION NO. 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.

WHEREAS, Sourcewell has entered into a contract with Enterprise FM Trust, in accordance with the pricing, terms, and conditions of Contract No. 060618-EFM; and

WHEREAS, the Town wishes to lease 2 vehicles for Fiscal Year 2019 (“FY19”), in the amount of \$62,318.40; and

WHEREAS, the Agreement with Enterprise allows the Town to lease additional vehicles throughout the 5 year term of the Agreement; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve an open-end master equity lease agreement and amendment thereto with Enterprise FM Trust for the lease of 2 vehicles for FY19.

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

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

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement, and amendment thereto, with Enterprise FM Trust for the lease of vehicles, attached hereto as Exhibit “A,” is hereby approved.

1 **SECTION 3. Authorization to Execute the Agreement.** The Town authorizes the
2 Town Manager or his designee to execute the Agreement and Amendment, in substantially the
3 same forms as attached Exhibit “A,” together with such non-substantial changes as are deemed
4 necessary by the Town Manager and approved as to form and legal sufficiency by the Town
5 Attorney.

6 **SECTION 4. Purchase Authorized.** The Town authorizes the Town Manager or
7 his designee to lease 2 vehicles for FY19, for a total amount of \$62,318.40. Any additional
8 vehicles leases will be brought back to the Town Commission for approval.

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

12 **SECTION 6. Effective Date.** This Resolution shall become effective immediately upon
13 passage and adoption.

PASSED AND ADOPTED on this ____ day of July, 2019.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

Initials: EFM_____ Customer_____

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Lauderdale By The Sea (Lessee)

By_____

Title:_____

Date Signed:_____, _____

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

By_____

Title:_____

Date Signed:_____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. 170 monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Customer _____

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

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

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

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

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

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

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

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

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

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

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

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

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

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

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

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

Initials: EFM _____ Customer _____

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

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

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

Company: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____



enterprise
FLEET MANAGEMENT

YEAR MAKE MODEL SPECS



2019 Ford
Ranger
XL 4x4 SuperCab 6 ft. box 126.8 in. WB



2019 Ford
Ranger
XL 4x4 SuperCrew 5 ft. box 126.8 in. WB

NEW PURCHASE & RESALE

Incentives	\$3,100	\$3,100
Acquisition Cost	\$28,624	\$29,336
Remaining Balance at Term	\$5,439	\$5,240
Expected Sales Price in 5 Yrs	\$12,306	\$13,162
Estimated Equity at 5 Yr Term	\$6,867	\$7,922
Total Actual Depreciation	\$16,318	\$16,174

OPERATING COST

Total Estimated Fuel Cost	\$2,125	\$2,125
Total Fixed Maintenance Cost	\$1,401	\$1,401

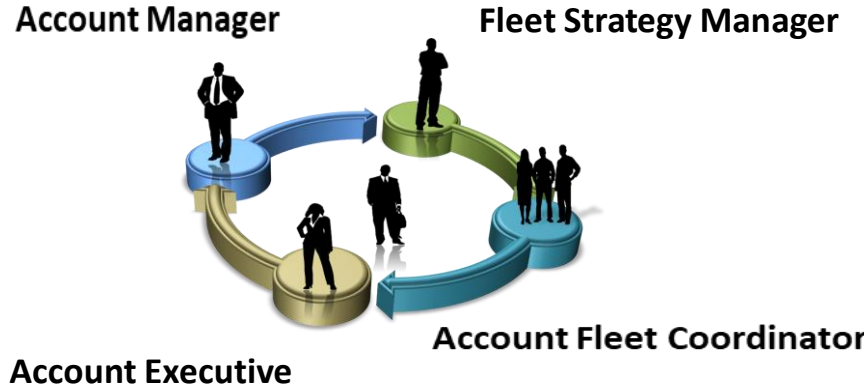
MONTHLY FINANCE/LEASE OPTIONS

Monthly Depreciation	\$386.42	\$401.60
Monthly Management Fee	\$28.62	\$27.58
Monthly Interest	\$75.21	\$72.51
Monthly Use Tax	\$0.00	\$0.00
Monthly Rent with Tax	\$490.25	\$501.69
Monthly Maintenance	\$23.35	\$23.35
Total	\$513.60	\$525.04

REPLACEMENT TERM

Lease Term	60 Months	60 Months
Holding Period	5 Years	5 Years
Annual Mileage	3,700	3,700
Cost Per Mile	\$1.72	\$1.60

SERVICES INCLUDED



Account Manager
Fleet Strategy Manager
Account Executive
Account Fleet Coordinator

Account Manager
Fleet Strategy Consulnant
Fleet Coordinator - Adminstrator
WEX Fuel Program
Mobile Applications
Total Asset Management Fleet Reporting Website

