



**Town Commission
NOTICE OF VIRTUAL TOWN COMMISSION MEETING**

Pursuant to Executive Order 20-69 issued by the Governor and the Town Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, July 21, 2020, at 6:30 p.m. and broadcast from Jarvis Hall.

The July 21, 2020 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcast live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and

AT&T U-verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

Send an e-mail to public_comments@lbts-fl.gov Your comment will be read into the record during the meeting by the Town Clerk.

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by 5:00 pm on July 21st of your desire to speak during the live virtual meeting. Please provide your name, email address and phone number. Please specify if you wish to speak during Public Comments or during a specific agenda item. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them contact the Town Clerk. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. Public comments are limited to (3) three minutes. You can join the meeting either by calling in or using a laptop or computer webcam. Once you are finished commenting, the Town will disconnect you from the meeting. A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.

Please note that Governor DeSantis' Executive Order Number

20-69 suspended the requirements of Section 286.011, Florida Statutes, the Florida Sunshine law, that a quorum be present and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

Broadcast from Jarvis Hall

Virtual Town Commission Meeting

VIRTUAL TOWN COMMISSION MEETING

Tuesday, July 21, 2020, 6:30 PM

Broadcast from Jarvis Hall

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Moment of Silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

7.a June 2020 AMR Report (Chief Brooke Liddle)

[CoverPage.docx](#)

[Copy of AMR LBTS Times 6-2020.xlsx](#)

7.b VFD June 2020 Report (Chief Judson Hopping)

[CoverPage.docx](#)

[Town Monthly Activity Report - June 2020 \(002\).pdf](#)

7.c BSO June 2020 Report (Captain Thomas Palmer)

[CoverPage.docx](#)

[TM Report- June 2020.pdf](#)

8. TOWN MANAGER REPORT

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

[CoverPage.docx](#)

[ACTION PLAN.pdf](#)

[Schedule Change](#)

[LBTS_PalmClub_DRAFT75% Design Presentation_20200716.pdf](#)

8.b May Finance Report (Lucila Lang, Finance Director)

[CoverPage - May Finance Report.docx](#)

[CASH-INVESTMENT REPORT_ MAY 2020.xlsx](#)

[revenue expense report may 2020.pdf](#)

9. TOWN ATTORNEY REPORT

10.APPROVAL OF MINUTES

- 10.a** June 23, 2020 Town Commission Meeting Minutes
June 30, 2020 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)
[CoverPage.docx](#)
[062320 LBTS Commission 1st draft minutes.docx](#)
[063020 LBTS Special Commission 1st draft minutes.docx](#)

11.CONSENT AGENDA

- 11.a** Resolution 2020-26 Approving Temporary Work Easement for the Purpose of Beach Re-nourishment. (Ken Rubach, Municipal Services Director)
[CoverPage.docx](#)
[Reso - Temp Work Easement.docx](#)
[EX 1- Temporary Work Easement Agreement.docx](#)
- 11.b** Lauderdale-By-The-Sea Volunteer Fire Department Purchase (Lucila Lang, Finance Director/Chief Judson Hopping, VFD)
[CoverPage VFD Polaris Purchase.docx](#)
[Quote.pdf](#)
- 11.c** Conceptual Communications Work Authorization #4 for Professional Services (Debbie Hime, Special Projects Coordinator)
[CoverPage Conceptual Communications Work Authorization 4.docx](#)
[Ex 1 10-22-19 AM Work Authorization 3 Conceptual Communications.docx](#)
[Ex 1 Conceptual Communication WA3 FY20.pdf](#)
[Ex 2 Conceptual Communication WA4 FY20.pdf](#)

12.OLD BUSINESS

13.NEW BUSINESS

- 13.a** 5-Year Update to Lauderdale-By-The-Sea's Comprehensive Emergency Management Plan (CEMP) (Bill Vance, Town Manager)
[CoverPage 5-Year Update to LBTS CEMP.docx](#)
[Reso 2020-27.docx](#)
[Updated CEMP July 2020.pdf](#)
- 13.b** Reopening LBTS Public Restroom Discussion (Commissioner Randy Strauss)
[CoverPage.docx](#)
[BC Emergency Order 20-14.pdf](#)
[CDC Maint. Guidelines.pdf](#)
[quotes.pdf](#)
- 13.c** August Meeting Dates (Tedra Allen)
[Coverpage - dates.docx](#)

14.COMMISSIONER COMMENTS

15.ORDINANCES 1st Reading

16.ORDINANCES 2nd Reading

- 16.a** Ordinance 2020-06 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," BY CREATING SECTION 2-27 "WAIVER OF CODE REQUIREMENTS"; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

[**CoverPage 2nd Reading Ordinance 2020-06 Chapter 2.docx**](#)

[**Ex1 Ord 2020-Second Reading - Ordinance - Code Waiver.docx**](#)

17.RESOLUTIONS - PUBLIC COMMENTS

- 17.a** RESOLUTION 2020-28 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A SUB-RECIPIENT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR COVID-19 PANDEMIC DR-4486 FEMA PUBLIC ASSISTANCE GRANT; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

[**Memo - Subrecipient FEMA Grant Agreement.docx**](#)

[**Reso - FDEM COVID Grant.docx**](#)

[**Subgrant Agreement Unsigned.pdf**](#)

- 17.b** Resolution 2020-29 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2020/2021 FISCAL YEAR; PROVIDING FOR THE DATE, TIME. AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

[**Coverpage - Millage.docx**](#)

[**Reso - proposed millage and budget hearing date.v2.docx**](#)

[**02. Forms DR-420 and DR-420MM-P.pdf**](#)

- 17.c** RESOLUTION 2020-30

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, 2020; 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. (Lucila Lang, Finance Director)

[CoverPage Fire Assessment Rates for FY 2021.docx](#)

[2020-30 fire assessment reso.docx](#)

[2020 July Lauderdale by the Sea Fire Recap.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARING

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

[CoverPage.docx](#)

[Ex 1A 2020-L2-SPM-01 Application Bonnan.pdf](#)

[Ex 1B 2020-L2-SPM-01 Plans Bonnan.pdf](#)

[Ex 2 2020-L2-SPM-01 Site Plan Modification Bonnan Staff Report 3H07099.docx](#)

[Ex 3 2020-L2-SPM-01 PZ Minutes Bonnan.docx](#)

[Ex 4 2020-L2-SPM-01 Public Comment.docx](#)

[Ex5 2020-L2-SPM-01 Development Order Bonnan 3H37863.docx](#)

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.



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

June 2020 AMR Report (Chief Brooke Liddle)

Explanation:

June 2020 AMR Report

Recommendation:

Approve/Accept

Attachments:

1. AMR June 2020 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
6/23/2020	2000 Blk S Ocean Blvd	08:36:09	08:36:14	08:36:20	00:00:11
6/30/2020	2000 Blk S Ocean Blvd	12:29:53	12:30:20	12:30:23	00:00:30
6/21/2020	Commercial Blvd/N Ocean Dr	13:10:05	13:10:05	13:11:07	00:01:02
6/6/2020	2100 Blk Commercial Blvd	09:55:57	09:56:10	09:57:06	00:01:09
6/28/2020	5200 Blk N Ocean Blvd	13:30:09	13:30:55	13:31:20	00:01:11
6/8/2020	2000 Blk S Ocean Blvd	15:30:08	15:30:22	15:31:23	00:01:15
6/12/2020	4600 Blk Poinciana St	09:39:47	09:40:00	09:41:04	00:01:17
6/7/2020	N Ocean Dr/Commercial Blvd	15:54:35	15:54:50	15:55:57	00:01:22
6/13/2020	4600 Blk Poinciana St	18:07:30	18:07:57	18:08:53	00:01:23
6/15/2020	4000 N Ocean Dr	08:14:22	08:15:45	08:16:08	00:01:46
6/20/2020	200 Blk Commercial Blvd	12:26:59	12:28:42	12:28:54	00:01:55
6/21/2020	100 Blk Commercial Blvd	18:07:32	18:09:32	18:09:34	00:02:02
6/14/2020	4100 Blk Bougainvillea Dr	10:22:37	10:22:45	10:24:40	00:02:03
6/30/2020	200 Blk Commercial Blvd	12:14:01	12:14:22	12:16:14	00:02:13
6/1/2020	4200 Blk El Mar Dr	14:12:16	14:12:19	14:14:52	00:02:36
6/14/2020	Commercial Blvd/Sea Grape Dr	12:33:52	12:33:57	12:36:28	00:02:36
6/18/2020	4100 Blk Bougainvillea Dr	17:25:39	17:26:39	17:28:21	00:02:42
6/13/2020	4200 Blk El Mar Dr	13:42:08	13:44:49	13:44:54	00:02:46
6/17/2020	1600 Blk S Ocean Blvd	11:47:12	11:47:17	11:49:59	00:02:47
6/2/2020	3800 Blk W Broward Blvd	14:57:18	14:57:54	15:00:08	00:02:50
6/9/2020	N Ocean Dr/Commercial Blvd	02:23:22	02:24:55	02:26:19	00:02:57
6/21/2020	4700 Blk N Ocean Blvd	09:49:08	09:50:59	09:52:05	00:02:57
6/3/2020	2000 Blk S Ocean Blvd	19:41:42	19:42:42	19:44:45	00:03:03
6/4/2020	4000 Blk N Ocean Dr	18:53:33	18:54:26	18:56:40	00:03:07
6/23/2020	200 Blk Harbor Dr	11:02:10	11:02:14	11:05:19	00:03:09
6/3/2020	4500 Blk N Ocean Dr	22:18:55	22:20:44	22:22:07	00:03:12
6/11/2020	1400 Blk S Ocean Blvd	15:18:32	15:18:41	15:21:47	00:03:15
6/14/2020	2000 Blk Sailfish Pl	12:01:10	12:01:19	12:04:25	00:03:15
6/6/2020	200 Blk Commercial Blvd	22:37:35	22:38:16	22:40:56	00:03:21
6/28/2020	200 Blk Commercial Blvd	23:05:51	23:06:04	23:09:14	00:03:23
6/6/2020	4500 Blk W Tradewinds Ave	20:54:16	20:54:37	20:57:39	00:03:23
6/9/2020	4200 Blk N Ocean Dr	03:06:31	03:06:46	03:09:59	00:03:28
6/11/2020	1600 Blk Blue Water Ter N	11:47:29	11:48:52	11:51:01	00:03:32
6/20/2020	3900 Blk N Ocean Dr	19:53:26	19:53:31	19:57:08	00:03:42
6/16/2020	4400 Blk El Mar Dr	16:54:30	16:57:47	16:58:13	00:03:43
6/7/2020	100 Blk Commercial Blvd	00:43:33	00:45:20	00:47:21	00:03:48
6/15/2020	4900 Blk N Ocean Blvd	22:17:28	22:18:20	22:21:18	00:03:50
6/3/2020	4200 Blk Seagrape Dr	06:34:47	06:34:54	06:38:38	00:03:51
6/26/2020	3900 Blk N Ocean Dr	18:31:33	18:31:41	18:35:24	00:03:51
6/9/2020	4400 Blk Poinciana St	18:09:54	18:10:07	18:13:47	00:03:53
6/10/2020	1400 Blk S Ocean Blvd	16:29:59	16:30:20	16:33:52	00:03:53
6/29/2020	1400 Blk S Ocean Blvd	20:14:59	20:15:19	20:18:55	00:03:56
6/16/2020	4200 Blk N Ocean Dr	22:14:01	22:14:08	22:18:04	00:04:03
6/10/2020	4500 Blk Bougainvillea Dr	11:33:09	11:33:09	11:37:12	00:04:03
6/18/2020	4600 Blk Poinciana St	17:57:07	17:58:49	18:01:16	00:04:09
6/15/2020	200 Blk Commercial Blvd	13:14:09	13:14:52	13:18:21	00:04:12
6/16/2020	1800 Blk S Ocean Blvd	00:45:08	00:46:55	00:49:20	00:04:12
6/14/2020	1400 Blk S Ocean Blvd	19:30:08	19:30:31	19:34:21	00:04:13
6/16/2020	100 Blk Sunset Ln	18:11:11	18:11:23	18:15:28	00:04:17

6/28/2020	4100 Blk Bougainvilla Dr	03:29:41	03:30:09	03:33:58	00:04:17
6/12/2020	N Ocean Dr/Commercial Blvd	21:29:10	21:33:26	21:33:29	00:04:19
6/3/2020	100 Blk Commercial Blvd	18:25:07	18:26:24	18:29:26	00:04:19
6/7/2020	6000 Blk N Ocean Blvd	16:28:08	16:28:35	16:32:29	00:04:21
6/4/2020	200 Blk Codrington Dr	10:58:19	11:02:24	11:02:42	00:04:23
6/18/2020	4200 Blk Sea Grape Dr	14:18:34	14:19:35	14:22:58	00:04:24
6/14/2020	3900 Blk N Ocean Dr	21:34:17	21:35:28	21:38:42	00:04:25
6/23/2020	1500 Blk S Ocean Blvd	19:25:30	19:25:34	19:30:02	00:04:32
6/12/2020	4400 Blk N Ocean Dr	21:07:46	21:11:23	21:12:19	00:04:33
6/14/2020	1600 Blk Blue Water Ter N	18:26:42	18:27:17	18:31:22	00:04:40
6/15/2020	1500 Blk S Ocean Blvd	00:39:19	00:40:49	00:44:02	00:04:43
6/12/2020	1500 Blk S Ocean Blvd	12:08:17	12:08:42	12:13:15	00:04:58
6/18/2020	4600 Blk Poinciana St	04:17:56	04:18:03	04:23:31	00:05:35
6/22/2020	1600 Blk Bel-Air Ave	19:58:35	19:59:34	20:04:16	00:05:41
6/5/2020	1400 Blk S Ocean Blvd	21:34:06	21:34:22	21:40:01	00:05:55
6/9/2020	6000 Blk N Ocean Blvd	18:00:29	18:06:09	18:06:51	00:06:22
	6 min or less = 99%			Average =	00:03:22



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD June 2020 Report (Chief Judson Hopping)

Explanation:

VFD June 2020 Report

Recommendation:

Approve/Accept

Attachments:

1. VFD June 2020 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of June 2020, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 46 fire inspections, 8 inspection attempts and 12 re-inspections. There were two complaints for the month of June that were resolved.

Responses:

The Volunteer Fire Department responded to 35 fire rescue calls within the limits of our contract.

- Of the 35 emergency fire calls dispatched, there were 11 fire alarms/2 structure fire, 1 electrical/utility fire, 2 elevator rescues, 1 brush fire, 5 vehicle/2 marine accidents, 1 possible drowning, and 10 "other" fires.
- There were 86 emergency medical 911 calls for June 2020. The department was dispatched to 8 of those calls, of which, 1 was cleared by the Chief on Duty or Med12. The department assisted Med12/212 on 7 of the medical calls.

Training:

The Volunteer Fire Department had 12 regular in-town members, and 26 associate out of town members for a total of 38 active members.

The fire department resumed training drills in the month of June. There were 7 fire drills, 2 ocean rescue drill, and 2 public safety awareness demonstrations consisting of the following:

- 140 Hrs - Fire Fighter & FF1 skill signoffs
- 27 Hrs - Ocean Rescue Training
- 2 Hrs - Kid Safe "Child Passenger Safety" for the public
- 4.5 Hrs - Fire Prevention - Fire Alarm/Extinguisher training for condo residence

A total of 173.5 physical hours were spent in the month of June on training.

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

Respectfully,

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report June 2020

	Regular In-town	Associate Out of Town
Active Member	12	26
Fire 1 non-certified	2	0
Fire 1 Certified	0	0
Fire II Certified	10	26
CPR/1st Responder	5	2
EMT-B (FL)	2	18
Paramedic (FL)	4	6

Emergency Calls

Fire/Rescue	35
Total Medical 911 calls	86
Medical calls V.F.D. Not Dispatched	78
Medical calls V.F.D. Dispatched	8
Medical calls Canceled by COD/M12	1
Medical calls V.F.D. Assisted	7

Training +Target Solutions on-line training

173.5+ Total Hrs.

Firefighter Drills	140 Hrs
Ocean Rescue Training	27 Hrs
Public Service; car seat instruction/install.	2 Hrs
Fire Prevention; fire alarm/extinguisher trng.	4.5 Hrs

Station Watch Hours

2,641.25+ Total Hrs.

Firefighter Station Watch	1,771.25+ Hrs
Ocean Rescue Patrol	150 Hrs
Chief on Duty/Command	720 Hrs

LBTS Volunteer Fire Department - June 2020, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Atkinson	Kevin	175765	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	18
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	3	46
*Blas	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	4
Caldas	William	160812	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	56
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	13	132
*Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	31
Clinton	Ryan	177389	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	12	75
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	27	106
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	15
*Garcia	Alli	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	31
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	69
*Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	1
*Gonzalez	Christopher	182178	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	17
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		1	81
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	12	55
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	6	94
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	14	106
Justice	Heather	182138	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	46
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	20
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	19	129
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	30	119
Leon	Matthew	182330	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	19	93
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	43
Lira	Jorge	179380	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	42
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	39	316
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	3	36
*McFarlane	Harrison	170230	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	26
*Obsant	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	35
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	0	73
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	18	220
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	5	130
*Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	29
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	15	208
*St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	48
*Sweeting	Quintoro	180167	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	9
*Velez	Dustin	170754	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	6
*Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	0	55
*Woods	Devon	7018	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	31

*Firefighters at high risk to COVID-19 exposure are out of service at this time

Monthly Activity Report - June 2020

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Jun-20	1900 South Ocean Blvd.	Other fire - child locked in vehicle	8:54:00 AM	9:05:00 AM	5
01-Jun-20	3900 North Ocean Blvd.	Elevator rescue	7:16:00 PM	8:26:00 PM	9
03-Jun-20	1967 South Ocean Blvd.	Fire alarm	10:36:00 AM	10:43:00 AM	8
03-Jun-20	4636 El Mar Drive	Fire alarm	9:01:00 AM	9:07:00 AM	8
04-Jun-20	4625 North Ocean Drive	Other fire - forced entry	10:03:00 PM	10:28:00 PM	5
06-Jun-20	4511 El Mar Drive	Fire alarm	2:00:00 AM	2:19:00 AM	4
06-Jun-20	1431 South Ocean Blvd.	Other fire - assisted pt	5:14:00 AM	5:37:00 AM	4
06-Jun-20	1600 South Ocean Blvd.	Fire alarm	8:12:00 AM	8:30:00 AM	8
06-Jun-20	4511 El Mar Drive	Fire alarm	4:36:00 PM	4:54:00 PM	6
07-Jun-20	North Ocean Drive	Accident w/Injuries	3:52:00 PM	4:28:00 PM	6
07-Jun-20	1965 South Ocean Blvd.	Fire alarm/commercial structure	11:24:00 PM	11:52:00 PM	7
08-Jun-20	1965 South Ocean Blvd.	Fire alarm	1:04:00 AM	1:23:00 AM	5
09-Jun-20	6000 North Ocean Blvd.	Open water boat/marine rescue	6:00:00 PM	6:38:00 PM	6
09-Jun-20	4562 Bougainville Drive	Electrical/utility fire	6:12:00 PM	6:28:00 PM	6
10-Jun-20	Bougainville Dr/Comm.	Vehicle accident	9:52:00 PM	9:55:00 PM	5
12-Jun-20	4400 North Ocean Drive	Other fire - animal bite	9:07:00 PM	9:19:00 PM	6
12-Jun-20	N. Ocean & Comm.	Marine accident	9:25:00 PM	10:26:00 PM	5
12-Jun-20	4629 Poinciana Street	Other fire - welfare check	9:02:00 AM	9:43:00 AM	7
13-Jun-20	4225 El Mar Drive	Other fire - suspicious incident	1:37:00 PM	2:18:00 PM	9
14-Jun-20	268 Commercial Blvd.	Accident w/Injuries	12:28:00 PM	12:35:00 PM	6
14-Jun-20	4703 North Ocean Drive	Fire alarm Pompano zone	9:01:00 PM		6
14-Jun-20	269 Allenwood Drive	Other fire - flooding in the area	9:21:00 PM	9:34:00 PM	7
15-Jun-20	276 Commercial Blvd.	Commercial structure fire	1:11:00 PM	1:47:00 PM	6
16-Jun-20	1850 South Ocean Blvd.	Other fire - forcible entry	12:44:00 AM	2:39:00 AM	3
16-Jun-20	4424 El Mar Drive	Other fire - animal bite	4:54:00 PM	5:29:00 PM	9
19-Jun-20	5100 North Ocean Drive	Fire alarm	5:33:00 PM	5:44:00 PM	6
21-Jun-20	4700 North Ocean Drive	Accident w/Injuries	9:48:00 AM	10:58:00 AM	7
22-Jun-20	1700 South Ocean Blvd.	Fire alarm	4:11:00 AM	4:44:00 AM	4
22-Jun-20	1612 Bel Air Avenue	Other fire - fallen tree	7:59:00 PM	8:58:00 PM	7
23-Jun-20	1500 South Ocean Blvd.	possible drowning - missing diver found	7:24:00 PM	7:41:00 PM	7
23-Jun-20	4225 El Mar Drive	Fire alarm	7:50:00 AM	8:08:00 AM	6
26-Jun-20	1800 South Ocean Blvd.	Fire alarm	11:42:00 AM	12:12:00 PM	6
26-Jun-20	4900 North Ocean Blvd.	Elevator rescue	5:17:00 PM	5:34:00 PM	5
28-Jun-20	2 Commercial Blvd.	Brush/grass fire	1:43:00 AM	2:13:00 AM	5
28-Jun-20	276 Commercial Blvd.	Hit n run; bicyclist	11:04:00 PM	11:34:00 PM	4

Total Calls 35

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
07-Jun-20	North Ocean Drive	medical, E12 assisted M12	4:24:00 PM	5:33:00 PM	6
14-Jun-20	North Ocean Blvd.	medical, E12 cleared	9:32:00 PM	9:39:00 PM	7
14-Jun-20	North Ocean Drive	medical, E12 assisted M12	9:45:00 PM	10:00:00 PM	7
26-Jun-20	El Mar Drive	medical, E12 assisted M212	7:43:00 AM	8:30:00 AM	6
16-Jun-20	Poinciana Street	medical, E12 performed CPR/AED until M212 arrival	5:03:00 PM	6:04:00 PM	9
16-Jun-20	North Ocean Blvd.	medical, E12 lift assist pt while M212 on decon delay	10:38:00 PM	10:49:00 PM	4
18-Jun-20	Poinciana Street	medical, E12 assisted pt, M12 transport	4:03:00 AM	5:04:00 AM	4
18-Jun-20	Hibiscus Avenue	medical, E12 assisted DLS	5:28:00 PM	6:23:00 PM	5

Total Calls 8

Date	Public Service	Event Description	Start Time	End Time	No. of FF
23-Jun-20	Algiers Avenue	Drive by "Birthday Party" for 4yr old	4:00:00 PM	4:30:00 PM	7
06-Jun-20	El Mar Park	Drive by "Graduation Party"	11:30:00 AM	12:00:00 PM	5
11-Jun-20	South Ocean Drive	Highrise Fire Safety & Fire Alarm/Extinguisher trng for condo residences	10:00:00 AM	11:30:00 AM	3
11-Jun-20	Bougainville Drive	Changed out battery in smoke detector for resident	1:00:00 PM	2:00:00 PM	3
14-Jun-20	Station 12	Installed a forward facing & rear facing car seat	10:00:00 AM	12:00:00 PM	1
20-Jun-20	Commercial Pavillion	Removed a drone from pavillion	3:00:00 PM	3:30:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
08-Jun-20	Station 12	Video on forcible entry; inward & outward swinging & hands on scenario	6:00:00 PM	9:00:00 PM	4
11-Jun-20	Station 12	Forced entry	6:00:00 PM	10:00:00 PM	4
13-Jun-20	Station 12	Jet ski training	9:00:00 AM	12:00:00 PM	5
15-Jun-20	Station 12	Powerpoint presentation; forcible entry	6:00:00 PM	10:00:00 PM	5
18-Jun-20	Station 12	Forcible entry; first due engine ops	6:00:00 PM	10:00:00 PM	6
22-Jun-20	Station 12	Forced entry power point; windows, impact & double safety windows	6:00:00 PM	10:00:00 PM	7
25-Jun-20	Station 12	Forced entry; crime scene awareness	6:00:00 PM	10:00:00 PM	5
27-Jun-20	Station 12	Ocean rescue ops	9:00:00 AM	12:00:00 PM	4
29-Jun-20	Station 12	Drivers training & Incident command; zone familiarization	6:00:00 PM	10:00:00 PM	5

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
06-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	11:00:00 AM	3
06-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	2:00:00 PM	6:00:00 PM	3
07-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	2:00:00 PM	4:00:00 PM	2
01-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:30:00 AM	3:30:00 PM	2
02-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	2:00:00 PM	2
12-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:30:00 AM	4:00:00 PM	2
13-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	12:00:00 PM	5:00:00 PM	4
14-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	1:00:00 PM	4:00:00 PM	2
08-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	5:00:00 PM	2
09-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	3:00:00 PM	2
27-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	5:00:00 PM	2
28-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	4:00:00 PM	2
29-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	2:00:00 PM	2
20-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	10:00:00 AM	3:00:00 PM	2
21-Jun-20	Beach	Ocean rescue patrol & COVID-19 ordinance awareness	1:30:00 PM	4:30:00 PM	2

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

Unit Response Time 3- Month Average

Jun-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	30	41	5	8
Response Time	0:05:42	0:05:24	0:00:00	0:00:00

Total Average Response Time : 5:06

May-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	38	51	16	9
Response Time	0:05:15	0:04:46	0:00:00	0:00:00

Total Average Response Time : 5:13

Apr-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	33	40	0	7
Response Time	0:05:07	0:4:58	0:00:00	0:00:00

Total Average Response Time : 4:59



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO June 2020 Report (Captain Thomas Palmer)

Explanation:

BSO June 2020 Report

Recommendation:

Approve/Accept

Attachments:

1. BSO June 2020 Report



Date: July 4, 2020

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

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

Subject: **Monthly Report to Commission – June 2020**

PERSONNEL CHANGES:

N/A

EMPLOYEE OF THE MONTH: Deputy Jorge Figueroa

On June 6, 2020, at 05:10 am, Dep. Figueroa observed a black Ford pick-up, operating without tail lights. Even though it was a minor traffic offense and he was near the end of his shift, Dep. Figueroa conducted a traffic stop in the 200 block of Lake Court. Deputy Figueroa made contact with the vehicle's driver, Yasman Alvarez who was detained after providing several versions of his name and being evasive about his reasons in the area. As the suspect exited his vehicle, back-up Dep. Rene Suarez observed a Ruger LCP .380 caliber pistol between the driver's seat and the center console. After much investigation, and the use of a finger print reader, Alvarez's true identity was confirmed.

The pistol was determined to be loaded and equipped with a laser. A records check revealed the pistol was stolen in a conveyance burglary from the City of Plantation, and there were (2) active warrants for Alvarez's arrest and his Florida driver's license was also suspended multiple times. The suspect was also a convicted felon. The suspect was charged with: Faulty equipment, driving while license suspended (DWLS), carrying a concealed firearm (CCF), Possession of a Firearm by a Convicted Felon, Resisting arrest without Violence, and multiple warrants: Trafficking Narcotics, Possession Firearm by Felon, Possession of Cocaine w/ Intent to Sell, Delivery of Methamphetamine, Possession of Cannabis, Possession of Fentanyl, Resisting w/o Violence, DWLS.

Due to Dep. Figueroa's proactive and tenacious investigation, an armed career felon was removed from the streets of Lauderdale by the Sea, and likely faces a lengthy prison term. Additionally, an unsolved Armed Burglary case from the City of Plantation may also reach a successful conclusion. As a result of his exemplary actions and professionalism, I have awarded Deputy Jorge Figueroa the June 2020 Employee of the Month honors.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are no individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 2 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 363 miles and 63 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were contacted and were involuntarily Baker Acted after displaying signs of mental illness and were a threat to themselves or others. Five (5) individuals experiencing homelessness were contacted during the month. All five refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

ALL EVENTS WERE SUSPENDED DUE TO COVID-19

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2006-000025

DATE/TIME: 06/02/2020 @ 1118 hours

DATES OCCURRED: 05/29/2020 @ 1200 hours-05/31/2020 @ 1000 hours

LOCATION: 1800 S Ocean Blvd, LBS

INCIDENT: Theft Bicycle

SUMMARY: The victim locked his bicycles together to a bike rack inside the garage, having purchased the bikes 2 weeks ago. The first bike was \$800.00 & the second bike was \$650.00. Sometime between 05/29/2020 @ 1200 hours-05/31/2020 @ 1000 hours, unknown subject(s) defeated the cable and locking mechanism and stole both bikes. The victim didn't have the serial numbers and was still attempting to locate them. Investigation is ongoing.

CASE: 13-2006-000028 (Deputy J. Bickel)

DATE/TIME: 06/02/2020 1506 hrs.

LOCATION: 235 Commercial Blvd.

SUBJECT: Major Byrd DOB 01/26/99 & (2) juvenile suspects

INCIDENT: Theft (Petit)

SUMMARY: Three suspects entered the French Bakery and removed \$10.00 from a tip jar on the counter. They fled westbound on foot along Commercial Blvd. Deputy Wendt checked the area and located the three suspects in front of 3099 E. Commercial Blvd. in Ft. Lauderdale. They were positively identified as the individuals who were in the bakery, however the victim declined to prosecute (waiver signed) and they were released.

CASE: 13-2006-000120

DATE/TIME: 06/06/20 @ 0510 hrs

LOCATION: 200 block of Lake Court

ARRESTEE: Yasman Alvarez W/M 8/4/87

VEHICLE: 2005 Ford F150 pick-up

INCIDENT: CCF/Possession of Firearm by Felon/Multiple Warrants

SUMMARY: At 0510 hours, Dep. Figueroa conducted a traffic stop of a black Ford pick-up for having no tail lights. Driver Yasman Alvarez was detained after providing several versions of his name and being evasive and unable to produce identification. As Alvarez exited, back-up Dep. Suarez observed a Ruger LCP .380 caliber pistol between the driver's seat and the center console. After much investigation, and the use of a finger print reader, Alvarez's true identity was confirmed. The pistol was determined to be loaded and equipped with a laser. A records check revealed the pistol was stolen in a conveyance burglary from the City of Plantation, and there were (2) active warrants for Alvarez's arrest. His Florida driver's license was also suspended multiple times. He was charged with: Faulty equipment, DWLS, CCF, Possession of a Firearm by a Felon, Resisting w/o Violence, and (2) Warrants: Trafficking Narcotics, Possess Firearm by Felon, Possession of Cocaine w/ Intent to Sell, Delivery of Methamphetamine, Possession of Cannabis, Possession of Fentanyl, Resisting w/o Violence, DWLS. No Bond.

CASE: 13-2006-000420
DATE/TIME: 06/17/20 @ 1508 hrs
LOCATION: 4319 N Ocean Dr (Walgreens)
SUSPECT(S): Unidentified B/M
INCIDENT: Retail Theft

SUMMARY: An unidentified B/M suspect entered the Walgreen's Liquor store and selected 2 bottles of Jack Daniels from an endcap near the entry/exit doors. He lifted the bottles at the witness and left the store without making any attempt to purchase them. Loss is \$39.98. Affidavit signed and grainy video available. ****There were 4 additional delayed shoplifting cases reported from Walgreens Liquors, each case was reported after the suspects had left and with significant time delays. There were no repeat suspects. ****

CASE: 13-2006-000438
DATE/TIME: 06/18/20 @ 1201 hrs
LOCATION: 4236 Seagrape Dr #3
SUBJECT: Aaron Joseph Robbins-Hill W/M 4/13/99
INCIDENT: Baker Act (Violent Resistance)

SUMMARY: Deputies were called to the area after LBTS Municipal Services Director Rubach reported subject Robbins-Hill appeared mentally ill and was aggressively harassing several town maintenance employees repairing a nearby sidewalk. Robbins-Hill was located in front of his residence and was extremely agitated. Attempts to interview and calm Robbins-Hill were unsuccessful; however, he did not initially fit the Baker Act criteria. Henderson Mental Health (HMH) was contacted and later responded to evaluate Robbins-Hill. At approx. 1400 hrs, HMH Mobil Crisis workers arrived and determined Robbins-Hill was to be committed under the Baker Act. Robbins-Hill aggressively resisted being detained after arming himself with a staff and fought with 6 deputies until he could be restrained and transported to Imperial Point Medical Center. The subject was not injured; however, Deputy Colon suffered a torn bicep tendon.

CASE: 13-2006-000440
DATE/TIME: 6/18/20 @ 17:23 hrs.
LOCATION: 4145 Bougainvillea Dr. Apt. 6
ARRESTEE: Cornelius Smith Jr. (b/m, 12/11/99)
Incident: Battery on a law enforcement officer (LEO), Domestic Battery, Culpable Negligence

SUMMARY: Deputies responded to a report of domestic battery and located the victim, in an adjacent apartment. The victim advised that her boyfriend, and father of her child, had struck her in the head with a cell phone causing a slight laceration. The boyfriend, Smith, was reported to be traversing through several floors of a five story apartment complex, 4117 Bougainvillea Dr., with the 5 month old infant in hand. A perimeter was established and Smith was located shielding himself with the five-month-old infant. As deputies attempted to place the suspect in custody he attempted to use his infant son as a shield in attempt to prevent arrest. He was detained at 228 Hibiscus Ave. and violently resisted arrest and bit Deputy Fletcher in the lower left forearm. AMR responded and treated and released Deputy Fletcher. The suspect and infant child were unharmed. Smith was charged accordingly.

CASE: 13-2006-000590
DATE/TIME: 6/25/20 @ 1643 hrs
LOCATION: 4520 El Mar Dr (Beach side)
ARRESTEE: Sarai Beas-Gonzalez W/F 4/24/91
INCIDENT: Disorderly Intoxication
SUMMARY: Deputies responded to a report of an intoxicated female, who repeatedly entered and exited the ocean, but was apparently too intoxicated to swim. Dep. Kratz located Sarai Beas-Gonzalez as described by the caller. Beas-Gonzalez was verbally abusive, combative and caused a loud disturbance on the beach. Beas-Gonzalez was charged with disorderly intoxication and transported to the BSO Main Jail for processing.

CASE: 13-2006-000619
DATE/TIME: 6/26/20 @ 22:10 hrs.
LOCATION: 4400 El Mar Dr.
ARRESTEE: Karen Crook (w/f, 8/16/60)
INCIDENT: Disorderly Intoxication
SUMMARY: Deputy Hernandez was summoned by staff at the Village Grill and Village Pump, 4400 El Mar Dr., in regard to a white female, Crook, who was knocking items from tables to the ground in a state of intoxication. After several attempts to have Crook leave the premises at management's request, Crook was placed under arrest for Disorderly Intoxication.

CASE: 13-2006-000633
DATE/TIME: 06/27/20 @ 1030-1245 hrs.
LOCATION: 4100 El Mar Dr. (Palm Portal)
SUSPECT(S): Unknown
INCIDENT: Theft Petit (Bike)
SUMMARY: The victim and his wife parked their bikes at the Palm Portal to go to the beach at approximately 10:30am. When they returned at approximately 12:45pm, his bike was gone. It is unknown if the cable lock was cut or left unlocked. The Nishiki men's gry/blk 21 speed bike was BOLO'd and units circulated. Loss \$100.00.

CASE: 13-2006-000660
DATE/TIME: 06/28/20 @ 2212 hrs
LOCATION: 1 Commercial Blvd
SUSPECT: Derek Ryan Boden (W/M, DOB: 2/15/1980)
INCIDENT: Disorderly Intoxication
SUMMARY: Contact was made with Mr. Boden who was screaming and using racial slurs towards the customers eating peacefully at the Aruba's Restaurant. He refused to cooperate and acted out of control in a state of intoxication. Mr. Boden was placed under arrest for Disorderly Conduct and transported to Main Jail.

MONTHLY ARREST LOGS:

Grand Theft Firearm/Possess Firearm by Felon/Carry Concealed Firearm	200	Lake Court
Battery-Domestic Violence/Battery LEO/Resist Arrest w/o Violence	4145	Bougainville Dr
Disorderly Intoxication	4520	El Mar Dr
Disorderly Intoxication	4404	El Mar Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2019 YTD	2020 YTD
AUTO THEFT	0	1	3	6
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	0	7	5
BURGLARY-RESIDENCE	0	1	2	6
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	1	2
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	2	1	11	5
THEFT-PETIT	8	3	29	20
TOTALS	10	7	55	44

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	0
COP Patrol Miles - Month	0
COP Hours Worked - YTD	643
COP Patrol Miles - YTD	1281

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	32

COP Beach Patrol Hours - Month	0
COP Beach Patrol Hours - YTD	112

Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020

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

	Month	2020 YTD
Reserve Deputy - Days Worked	6	42
Reserve Deputy - Hours Worked	48	353.75

MONTHLY STAFFING AND STATISTICAL REPORT:

The June 2020 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity June 2020

Reports/Calls	
Miscellaneous Service	
Event Reports	34
Accidents	9
Calls for Service	699

Traffic	
Types of Citation	
Non-Moving / Moving Citation	7
Parking	0
Warnings	10
Total Citations	17

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	2
NTA	0
Capias/Warrant	0
Traffic	0
NIC (Felony)	2
NIC (DV Misdemeanor)	0
NIC (Misdemeanor)	0
DUI	0
Total Arrests	6

Time Worked	
Hours Worked	
Bike Patrol	2
Court Overtime	0
Training	46
Detached	38.5
Other Overtime	433.5
Days Worked	30

General	
FI	15
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 363 Miles / 63 Hours Reserve Deputies worked 6 shifts (48 hrs)



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

June 30, 2020

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Roberto Colon	11509	WC / LD	Work Related Injury
Deputy Scott Klier	14806	MLA / LD	Medical Condition

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Kerry Justice	9423	Human Resources	Oral Interview Board	8.5
Detective Glen Genovese	13738	QRF 6/12	Adjunct Training	10
Detective Glen Genovese	13738	QRF 6/13	Adjunct Training	10
Detective Glen Genovese	13738	QRF 6/14	Adjunct Training	10
			TOTAL	38.5



BROWARD SHERIFF'S OFFICE CRIMINAL INVESTIGATIONS DIVISION

July 2020

Colonel John Hale	321-4895
Admin Asst Danielle Artis	321-4184

Major Robert Schnakenberg	321-4287
Admin Asst Marvinne Innis	321-4322

FAX	797-0928
Captain Fernando Gajate	321-4134
Admin Coordinator (Vacant)	831-8113
Executive Officer Lt. Robert Furman	321-4719
Admin Spec I Selma (Michelle) Herring	453-5094
Lt. Jonathan Brown	321-4222
Admin Spec I Selma (Michelle) Herring	453-5094
Lt. Michele McCardle	321-4239
Admin Spec I Selma (Michelle) Herring	453-5094

ADMINISTRATIVE SUPPORT UNIT	
FAX	797-0928
Executive Officer Lt. Robert Furman	321-4719
Sgt. Kaml Floyd	321-4877
Clerical Specialist Felicia Moody	321-4200

CAREER CRIMINAL UNIT	831-8107
FAX	321-5018
Sgt. Kaml Floyd	321-4877
Det. Sandra Haye-Roberts	321-4789
Det. Kim Pullease	321-4232
Inv. Aide I Alix Noailles	321-4461

COLD CASE/UNIDENTIFIED UNIT	321-4210
FAX	321-4211
Captain Fernando Gajate	321-4134
Sgt. Kaml Floyd	321-4877
Det. Andrew Gianino	321-4376

CRIME LAB	831-7320
FAX	831-6413
Captain Reed Lorber	831-8906
Director Claudine Carter Pereira	831-3578
Admin Coordinator Diana Edwards	831-6427

CRIME SCENE	831-6412
FAX	831-6218
Captain Reed Lorber	831-8906
Sgt. Kyppe Pollard	831-7143
Sgt. Joe Torok	831-6421
Admin Sup Spec Marcy Ravdin	831-6295

CRIME STOPPERS	493-8477
FAX	321-4566
Captain Audrey Jones	831-8989
Admin Coordinator Carol Roe	831-8978
Crime Stp Spec Jacqueline Fleary	831-8322
Crime Stp Spec Carlos Tapia	321-5089

C.I.D. Main Fax	797-0928
Booking Desk	321-4391
Conference Room (CID)	453-5092
Conference Room (RTCC/Threat Mgmt)	831-8245
Digital Evidence Unit	321-4207
PSB Main Lobby	831-8944

ECONOMIC CRIMES UNIT	321-4255
FAX	321-5018
Sgt. Joseph Joyce	321-4257
Det. Leonard Charla	321-4274
Det. James (Robert) Feick	321-4348
Det. Scott Schaefer	321-4254
Det. Melissa Wallach	321-4618
Inv. Aide I Kimberlyn McMillan	321-4251

HOMICIDE	321-4210
FAX	321-4211
Sgt. Erin (Kavin) Forsberg	321-4279
Sgt. Bryan Tutler	321-4281
Admin Sup Spec Claudia Elliott	831-8319
Det. Louis Bonhomme	321-4377
Det. Samantha Cottam	321-4544
Det. John Curcio	321-4212
Det. Jeffrey Curtis	321-4214
Det. Wilson Dejesus	321-4289
Det. James Hayes	321-4231
Det. Stephen Hegedus	321-4221
Det. Ian Kuechler	321-4246
Det. Kevin Nitsch	321-4876
Det. Millie Palushaj	321-4226
Det. Phillip Reynolds	321-4328
Det. Nuno (Mike) Roque	321-4242
Inv. Aide II Patrice Muchow	321-4325

MISSING PERSONS	
FAX	321-5018
Sgt. Kaml Floyd	321-4877
Det. Christopher Blankenship	321-4268
Inv. Aide I Chevette Moore	321-4735

REAL TIME CRIME CENTER	831-8205
FAX	797-0928
Captain Michael Rigglo	321-4308
Admin Spec II Shontiquia Scott-Lullen	831-8206
Lt. Greg Molamphy	831-8246
Sgt. Christopher Palamara	831-8249
Det. Marlene DeDiego	831-8217
Det. Jose (Gus) Flores	831-8207
Det. Mike Ryan	831-8259
Det. John Sebest	831-8205
Det. Elaine Seedig	831-8216
Crime Analyst Haywood Armstrong	831-8228
Crime Analyst Kate McConnell	831-8261
Crime Analyst Aisha Sims	831-8220

ROBBERY	321-4270
FAX	321-4342
Sgt. Roger Peterson	321-4277
Sgt. Adam Rubin	321-4229
Admin Sup Spec Kay Watson	831-8309
Det. David Agusti	321-4332
Det. Mark Copley	321-4738
Det. Armando Enrique	321-4233
Det. Trevor Goodwin	321-4275
Det. Steven Hoover	321-4209
Det. Keith Rosen	321-4253
Det. Marcos Ruiz-Toledo	321-4236
Det. Luis Silberberg	321-4553
Det. Robert (Bobby) Sokol	321-4547
Inv. Aide II Lisa Ehrhart	321-4276

SPECIAL VICTIMS UNIT	321-4240
FAX	321-4452
Sgt. Michael Baldwin	831-8321
Sgt. Shelunda Cooper	321-4383
Sgt. Shanda Martin	321-4831
Admin Sup Spec Linda Dana	321-4456
Det. Stephanie Alvarado	321-4228
Det. Dimos Charoudis	321-4243
Det. Vanessa Encina	321-4689
Det. Alyssa Guerres (INVEST Grant)	321-4154
Det. Timothy Metz	321-4213
Det. Neil Munson	321-4249
Det. Ryan O'Malley	321-4291
Det. Latanya Phillips	321-4218
Det. Joel Prieto	321-4264
Det. Robert Rausch	321-4234
Det. Wilfredo Rivera	321-4256
Det. Krista Robson (ENVEST Grant)	321-4729
Det. Ryan Schnakenberg	321-4247
Det. Alyssa Sonn	321-4241
Inv. Aide I Yenicey Chavez	321-4290
Inv. Aide I Ryan Johnston	321-4311
Inv. Aide II Darla McDuffie-Baynes	321-4248

THREAT MANAGEMENT UNIT	831-8206
FAX	797-0928
Captain Michael Rigglo	321-4308
Admin Spec II Shontiquia Scott-Lullen	831-8206
Lt. Greg Molamphy	831-8246
Sgt. Thomas Thyroff	831-8247
Sgt. Greg LaCerra	831-8244
Det. Chris Anderson	831-8230
Det. Paul Brugman	831-8232
Det. Roderick (Rod) McHenry	831-8239
Det. Jerry Mealer	831-8241
Det. Greg Mentzer	831-8258
Det. Eric Versteeg	831-8253
Crime Analyst Shana Parrella	831-8208

VICTIM ADVOCATE UNIT	321-4122
FAX	321-5018
Sgt. Kaml Floyd	321-4877
Vic Adv Rosemary Baker	321-4743
Vic Adv Debra Burton	321-4655
Vic Adv Ruby Ferguson	321-4744
VINE Notification Spec Mable Irving	321-4135

VIOLENT CRIMES UNIT	321-4224
FAX	797-0928
Sgt. Drew Cardarelli	321-4244
Sgt. Kelly Stull	321-4230
Det. Tiberio Barbosa	321-4278
Det. Anthony Ciaravino	321-4252
Det. Matt Cowart	321-4235
Det. Derek Diaz	321-4356
Det. Tamara Encina	321-4261
Det. Zach Hasson	321-4262
Det. James Hyppolite	321-5008
Det. Christopher Lambert	321-4486
Det. Brandon McCord	321-4534
Det. Carlos Orteiz	321-4162
Inv. Aide II T. Paige Campbell	321-4833
Inv. Aide II Tamar Spence	321-4484



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JUNE, 2020



Still shows on FDLE Website



JOSEPH P MESSIER

12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

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

(GUILTY/CONVICTED
–09/19/2003)

Federal, FL



**MICHAEL WALTER
MORALES**

04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

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

(GUILTY/CONVICT)
10/24/2014)

Broward, FL



JAMES ORLIN CLARKE

05/14/1980

4109 N Ocean Dr.
LBTs, FL 33308

(Unknown location)

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

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI



**ROBERT ANTHONY
OHARE**

11/01/1961

2 Compass Ln
Fort Lauderdale, FL 33308

POSS OF
PHOTO/PICTURE
SHOWING SEXUAL
PERFORMANCE BY A
CHILD; F.S. 827.071(5)(50
COUNTS)

(GUILTY/CONVICTED –
01/08/2018)

Lake, FL

2/19/20 CI Sgt. Was advised
3/23/20 Advised by CI unit that
Sex Offender was removed from
4109 N Ocean Dr.



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JUNE, 2020



ANTHONY MANGANARO JR.

11/08/1965

2751 NE 58th St
Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE INDECENT
MATERIAL TO MINORS
1ST DEGREE)

(GUILTY/CONVICTED –
11/20/2003)

New York, NY



DERWIN JOHN FRAZER

06/26/1957

2901 NE 55th Place
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (Assault/Battery of
High and Aggravated nature)

(GUILTY/CONVICT –
11/15/2010)

Richland, SC



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)

(GUILTY/CONVICTED
– 08/26/1998)

Bucks, PA



VINCENT ALBERGO

04/17/1959

3305 NE 16TH PL.

Ft. Lauderdale, FL 33308

LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINCIPAL)

(GUILTY/CONVICTED
– 12/01/1999)

Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JUNE, 2020



**DOMINICK ANTHONY
AMENTO**

04/11/1943

3100 Blk Oakland Park Blvd.
Fort Lauderdale, FL 33308
(Transient)

ABUSE OF CHILD, ENG SEX
PERFM; F.S.

FALSE IMPRISON ANY
OTHER; F.S. 787.02
(PRINCIPAL)

PROV.OBSCENE
MAT.MINOR; F.S. 847.0133
(PRINCIPAL)

(GUILTY/CONVICTED –
09/22/2004

Broward, FL



HUBERT HERNANDEZ

12/06/1960

63rd St and Federal Hwy.
Fort Lauderdale, FL 33306
(Transient)

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

(PRINCIPAL) **TIMES 3**
(GUILTY/CONVICTED –
05/22/2002)

Broward, FL



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE
MAT.MINOR; F.S. 847.0133
(PRINCIPAL)

SEXUAL PERFORMANCE BY
A CHILD(POSSESS PHOTO OR
PICTURE); F.S. 827.071(4)
(PRINCIPAL)

PRODUCE, DIRECT,
PROMOTE SEXUAL
PERFORM. BY CHILD; F.S.
827.071(3) (PRINCIPAL IN
ATTEMPT)

ADJUDICATION WITHHELD
11/12/1996

Lake, FL



**PAUL LAWSON
MACINTOSH EPSTEIN**

05/16/1967

1551 SE 23RD Ave.
Pompano Beach, FL 33062

SEX BAT/INJ NOT
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED
1/14/1997)

Broward, FL



ROBERTO BADILLO

10/10/1963

2621 N Ocean Blvd. #27
Fort Lauderdale, FL 33308

SEX BAT/INJ NOT
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED
1/31/1994)

Miami-Dade, FL

June 24, 2020

Prepared by: Giovanna Anderson



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Bill Vance, Town Manager; Neysa Herrera, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

LBTS Phase 1 Opening

On Wednesday, July 18, Broward County Administrator Bertha Henry issued Emergency Order 20-21, which increases the County's regulatory efforts and penalties for those who violate emergency orders. Broward County staff is assisting Town Code Enforcement Officers with inspections related to Emergency Orders on weekends.

All businesses that violate local emergency orders will be forced to close for 24 hours after their first citation, with each subsequent citation incurring an additional 72 hours of closure (e.g. 96-hour closure after a second citation, 168 hour closure after a third citation etc.).

Additionally, EO 20-21 states that restaurants and other food establishments must discontinue the on-premise consumption of food and alcoholic beverages between 10PM until 5AM. Take out, delivery, drive-through or pick up service will still be permitted. Seating is limited to six (6) per table unless everyone is from the same household, for which the limit is ten (10) persons. Any food and beverage purchased must be consumed seated at the table. Emergency Order 20-21 went into effect at 12:01 AM on Friday, July 10, 2020.

It is also critical to wear facial coverings at all times in the proper manner, including over the nose and mouth as per CDC recommendations to minimize the spread of the virus.

Financial Update

The Town, through the coordination of Finance Department Director, Lucila Lang, submitted an application for the **FY2020 Coronavirus Emergency Supplemental Funding (CESF)** Program for \$50,000 in grant monies pertaining to the prevention, preparation, and response to COVID-19. The Florida Department of Law Enforcement (FDLE). has been approved and it is ready for expense receipts to be uploaded into their online grant portal.

Linda Connors, Development Services Director, reported that the Building Department collected \$65,000 in **permit fees** in June -just about up to pre-COVID activity.

Edner Saint-Jean, Assistant Finance Director, reported that June parking revenues rebounded in the amount of \$200,000. In comparison, the Town received \$175,000 in June 2019.

Capital Improvement Projects

On July 16th, Town Manager, Bill Vance, Municipal Services Director, Ken Rubach, Town Engineer, Jay Flynn, and staff from Baxter & Woodman met via Zoom with Palm Club residents to discuss the **Palm Club Septic to Sewer Project** design plans, which are at 75% completion. After the project presentation, residents were allowed to ask questions and provide their input on the project. A copy of this meeting will be broadcasted on Channel 78, when available.

The EDSA Team is currently in the conceptual design phase of the **El Mar Drive Design Project**. There are strategic milestones in the coming weeks to provide review and feedback opportunities with Town Staff, the Commission (week of July 20), and key stakeholder groups (week of July 27) before submitting a final conceptual design package at the end of July. Following the Conceptual Design presentation, and subsequent approval at the August 11th Commission Meeting, the Design Team will transition into the detailed design and documentation phase.

The bathymetric survey for the **Dredging Study** has been completed. Initial review of survey did not reveal any immediate areas of concern. The Benthic survey has been completed and the data is being analyzed. A full report will be submitted to the Commission at the conclusion of the study. The Chappell group has compiled preliminary quantities for sediment removal, these will be discussed when the report is presented and will be incorporated into the FY21 CIP.

Plans for **Terra Mar Storm Sewer** are 100% complete. The item will be brought forward in August for Town Commission construction schedule direction.

The **Jarvis Hall Exterior Portico Repairs** continue to take place. Flooring has been completed. The railing arrived on July 6th with installation work set to commence the week of July 20th or shortly thereafter. In addition, staff will be painting the walls and ceiling in the portico area as well as replacing the ceiling fans.

As part of the **Friedt Park Courtyard Improvements**, the installation of pavers has been completed, as well as the installation of conduit, electrical wiring, and irrigation pipe. Landscaping is anticipated to begin the week of July 27th. Town Staff has requested EDSA, the design firm working on the El Mar Drive Improvements project, to submit a design proposal for a potential dog park and upgrades to the playground. A draft concept will be presented to the Friedt Park Advisory Committee for discussion this Fall.

The **Stormwater Master Plan Update** is underway. Staff met virtually with Baxter & Woodman on July 2nd to go over the preliminary findings and discuss crafting of the plan. A full report is tentatively scheduled to be submitted to the Commission in August.

Other Projects

The demolition of the former **Holiday Inn Hotel**, located at 4116 North Ocean Drive, is underway. Florida Development Group South (FDG), which has owned the hotel property (and the old Villa Caprice motel to the east) since 2014, paid the Town \$1.65 million in code violation fines owed on both properties, and agreed to demolish all structures on the old Holiday Inn site.

Staff will coordinate with the tennis club potential accommodations for a **Pickleball court** in Town.

Installation of signage and stenciled parking spaces has been completed for the **EV Charging Stations**. These stations are anticipated to be activated by July 20th.

Staff continues to work with FDOT on studies for the potential installation of a **crosswalk on A1A between Palm Club Drive & Bel Air Drive**.

Staff has requested FDOT to perform a study to upgrade the **crosswalk at 1800 S Ocean Blvd** (just north of Coral Reef Drive) to include flashing pedestrian crossing beacons similar to what is installed at A1A & Pine Ave.

Staff has finished installing plants in the **landscape beds along Commercial East of A1A** and continues to install plantings in the center median on Commercial between Poinciana and Sea Grape.

Community Center

The Lauderdale-By-The-Sea Community Center, led by, Armilio Bien-Aime, continues to broadcast some of the classes and programs online until classes can be physically accessed. This initiative intends to provide our residents with a sense of normalcy in their lives. To request to be added to the Community Center email list, please contact Armilio Bien-Aime at armiliob@lbts-fl.gov.

Below are the links to the classes that are currently offered:

[Beginner's Italian with Robert](#)

[Yoga with Via](#)

[Chair Yoga with Via - Session 2](#)

[Online Security with Robert](#)

[Beginner's Spanish with Phyllis](#)

[LBTS Community Center - Chair Yoga with Via](#)

[Using Accessibility Settings on your Android- IOS Devices \(Cellphones -Tablets\)](#)

[iPad Basics by Robert](#)

[Pauline's Meditation Session](#)

[Tai Chi 2](#)

[Alex Yoga](#)

Waste Pro, the trash collector for the Town, has officially notified the Town Manager of a change in the cart pick up and bulk schedule for the properties located on and south of Tradewinds Avenue and West of Sea Grape Drive. The collection schedule for the properties located in this area is shifting from Tuesday-Friday service to the Monday – Thursday service. This change will be effective on **August 6th**.

The Town will conduct an aggressive public education campaign starting Monday. This trash collection schedule change will be posted on the Town website, NextDoor, Channel 78, and Waste Pro will be distributing door hangers to the properties impacted by this change.

South of Trade winds Ave and West of Sea Grape Dr.

-
- The map displays the city limits of Lauderdale-by-the-Sea, Florida, highlighted in yellow. The city is bounded by NE 30th Ave to the north, NE 42nd Ct to the south, and the Intracoastal Waterway to the west. Major roads within the city include Tradewinds Ave, Avalon Ave, Lombardy Ave, Corsair Ave, Oceanic Ave, Algiers Ave, Bombay Ave, Neptune Ave, Harbor Dr, Commercial Blvd, Basin Dr, Capri Ave, Tropic Dr, Hibiscus Ave, Allenwood Dr, Imperial Ln, and Codrington Dr. The map also shows the city's proximity to Birch State Park to the east and the A1A highway. The city is labeled 'Lauderdale by the Sea' and 'A1A'.

Recommendation: N/A

Attachments:

1. Action Plan
2. Waste Pro Schedule Change Notice for Trash Cart & Bulk Pickup
3. Palm Club Septic to Sewer Conversion 75% Design Presentation July 2020

AREA 1: SUSTAINABILITY ● RESILIENCY ● ENVIRONMENT

Goal 1.1	PROTECT THE BEACH	
1.1.1	Planting took place at Coastal Arms Dune on 1-18-20 & 2-8-20 Post and rope was added around the new dune in February 2020	Ken Rubach
1.1.2	January 2020 Staff has begun working with a consultant on the initial steps to creating a dune management plan, this is expected to continue throughout the rest of 2020 and reaching into 2021	
Goal 1.2	PROTECT EXISTING CORAL REEFS AND DEVELOP NEW ONES	Steve d'Oliveira
1.2.1	Update Commission in March/April on latest out-planting. Explore media coverage for our second 5-year coral restoration project	
1.2.2	Coordinate with Broward county on their mitigation reef project stemming from the Segment II beach re-nourishment project. The County plans to deploy several acres of concrete reef modules in 20 feet of water north and south of the pier. The project was held up due to a bid appeal. The bid has now been awarded. Construction may possibly begin this summer. Waiting on final word from the county	
1.2.3	Fund Phase II plantings of the NSU Staghorn Coral project in LBTS. COMPLETE 2-20-2020 1,000 corals were out-planted in December 2019. NSU plans to plant 500 more corals by April and 500 more in the fall. 7-21-20 Because of the extreme warm ocean temperatures, NSU plans to wait until the fall or winter to finish the out-planting for the second five-year project the Commission approved	
1.2.4	Implement a limestone boulder project to create a new habitat for tropical fish that can be easily accessed by snorkelers. The proposal calls for placing several tons of limestone boulders in 12 feet of water off El Prado Park close to swim buoys. 7-21-20 Because of the pandemic, staff recommends waiting until the economy recovers, as a TDC reef grant will probably not be feasible until tourism dollars rebound.	
Goal 1.3	PROACTIVELY ADDRESS LOCAL LEA LEVEL RISE ISSUES	

1.3.1	Evaluate seawall standards and recommend ordinance 9-26-18 - Collected recent seawall ordinances. Waiting for County and Corp of Engineers' study 10-23-18 - Municipal seawall workshop on Nov. 16, 2018 - staff attended 9-26-19 - The Planning Council will review language regarding resiliency that includes regulations regarding sea wall height at the September 26, 2019 meeting 5-26-20 - The county approved a Countywide standard on March 31, 2020. Development Services staff will moving forward to ensure the Town is in compliance with the County's new regulations regarding sea wall height. County deadline is March 2022.	Linda Connors
1.3.2	Stormwater Master Plan study is underway, it will be completed later this year	
AREA 2: PARKING & TRANSPORTATION		
Goal 2.1	IMPROVE OUR PARKING SYSTEM	Bill Vance Neysa Herrea Ken Rubach
2.1.1	Change to staff, will install EV charging station in A1A lot in March 2020 4-28-20 - Charging Station equipment has been received, the concrete pad has been pour, and the wiring has be run. Awaiting a scheduled install date from ChargePoint, anticipating May 2020. 5-20-20: On May 7th, 2020, ChargePoint installed the EV Charging station in the A1A lot. Electric car users, will be able to find the station via the ChargePoint App, Google Maps, Apple Maps. 5-20-20 - Parking Consultant (Desman) submitted a draft of their study to staff for review. The memorandum includes recommendations related to potential properties for parking, updates to the existing Parking Study from 2015, and technologies for maximizing efficiency in parking utilization.	
2.1.2	Implement a system that notifies the driving the public of available parking spaces. i. Analyze the cost of the technology to identify and display available parking spaces in lots. ii. Decide whether to proceed to Requests for Proposals 4-28-20: Staff participated in call with Parking Consultant (Desman) on Thursday, April 23, to discuss potential software options and mobile applications that notifies drivers of available spaces. Consultant will submit recommendations to staff by May 8. 5-26-20 - Implement a system that notifies the driving the public of available parking spaces	

2.1.3	January 2020 - Installation of Bollards along the path of the new island adjacent to Bougainvillea/Poinciana is scheduled for Spring 2020. 4-28-20 - Conduit for bollards have been run and pouring of concrete footers anticipated the week of 4/27. Bollards will be installed once they arrive, anticipated delivery date is in May 2020 barring any COVID related delays	
Goal 2.2	EVALUATE THE TOWN'S TRANSIT SERVICES / BUS SHELTERS	
2.2.1	Evaluate public transportation options and report to Commission: (Debbie Hime and Lucila Lang) i. Identify the current services. (Broward County Transit (BCT), Pelican Hopper) Broward County Transit currently has Routes 11 (North/south on A1A) and 55 (east/west on Commercial) in LBTS ii. Evaluate option to improve the efficiency of the Pelican Hopper (hours, route and frequency) 1-24-20 BCT/Penny Surtax began reimbursing Town for our current \$44 hourly rate beginning FY20 2-1-20 The new Community Shuttle route is expected to go into effect in April with a new app that is already being tested on the current route. 5-20-20 Due to CV-19 the Hopper is running a limited daytime schedule on Monday, Wednesday and Friday until further notice. With BCT requiring designated stops, we will be re-evaluating the evening route to ensure we are providing adequate service. iii. What alternative services could be offered? (door-to-door, ridesharing or ?) Evaluate the need for a parking shuttle on Friday evenings, Saturdays (day & night), and Sunday (day & night) during season to determine cost, utilization and impact on parking perceptions and utilization. Town has designated a location for a ride share pickup/drop off and we are researching funding for a shelter. We have begun research for on demand rideshare in Town; first estimates are \$180k per car per year; ADA compliancy is also an important factor. 1-24-20 BCT is testing on demand for a year in three west Broward areas and will advise us of their test next year. Bus Shelters: There are three new BCT bus shelters proposed for FY20 which are being coordinated at this time. 4-24-20 Due to COVID-19, BCT has suspended all updates to routes until further notice, so they may focus all resources on the current environment	
Goal 2.3	REDUCE CUT-THROUGH TRAFFIC IN RESIDENTIAL NEIGHBORHOODS THROUGH THE USE OF TRAFFIC CALMING INITIATIVES IN NEIGHBORHOODS	
2.3.1	Analyze results and determine whether to continue on a more permanent basis	Tom Palmer Ken Rubach Jay Flynn

2.3.2	February 2020 portable signs use is ongoing in several areas throughout Town. FDOT is still testing the manufacturers usage of speed sign on their roadways	
Goal 2.4	REDUCE TRAFFIC, PEDESTRIAN, AND BICYCLE VIOLATIONS THROUGH INCREASED TRAFFICE ENFORCEMENT	
2.4.1	Analyze results and report to the Commission Semi Annually In 2019 there was a 5.5% decrease in traffic crashes and an increase of 10.8% in traffic citations issued as compared to 2018. The breakdown are as follows: 2018 crashes 182 vs 2019 crashes 172, 2018 citations 2,288 vs. 2019 citations 2,535. It is nearly a 50/50 split between written warnings and non-moving violations	Tom Palmer
Goal 3.1	PRESERVE THE TOWN'S HISTORY	Linda Connors
3.1.1	Develop historic information markers or boards. FY17 – FY 21 Create a Mid Century Modern Map (MIMO)	Debbie Hime Linda Connors Steve d'Oliveira
Goal 3.2	MAINTAIN AND IMPROVE THE WALKABILITY OF THE TOWN	
3.2.1	Develop Walkability and Bike Master Plan for the main streets in Town. The FY19 budget includes \$20,000 to develop the plan. 2-26-19 Staff is drafting RFP for release in March 9-26-19 The RFP was released this summer. One firm responded. We are currently reviewing their submittal and anticipate a contract to be scheduled for the Commission agenda in November. 2-25-20 Commission approved the Corradino Group. Staff has held kick-off meeting. Consulting are gathering public information. We expect a public meeting in April. 4-28-20 The Commission hired a consultant to develop the pedestrian plan. However, the public meeting was cancelled due to COVID19. With the success of the El Mar design project's online participation efforts, the staff will propose an online participation meeting for this project as well. 5-26-10 - The Town is moving forward with the Pedestrian Plan through online participation survey that will begin on May 26 and be available for the next two weeks.	Linda Connors
Goal 4.1	IMPROVE NEIGHBORHOODS	Linda Connors Ken Rubach
4.1.1	Neighborhood Plans. Work with neighbors that want to create a plan to improve their neighborhood. Elements of the plan may include streetscape, swale restoration, sidewalks and streetlights	
Goal 4.2	ADDRESS STORMWATER FLOODING	Ken Rubach

4.2.1	Promote the merits of swale restoration - Ongoing 9-20-19 - staff is examining where swales would have the most impact. This will be a part of the stormwater master plan Promote the merits of swale restoration - Ongoing	
Goal 4.3	DEVELOP CONCEPTS FOR A TOWN HALL/PUBLIC SAFETY COMPLEX	Ken Rubach Tom Palmer Jud Hopping
4.3.1	February 2020 - a space needs analysis is currently being conducted by a firm who met with FIRE and BSO to determine the amount of sq. footage and the types of usage needed for their operations 4-28-20 - Study has been completed and will be reviewed by staff. Commission Assignment- Striping- 4-23-20 Contractor completed thermal striping identified areas in the week of 4/20 with the exception of Commercial Blvd between El Mar & A1A, anticipated completion the week of 4/27. Staff continues to refresh lines for parking spaces town wide on an as needed basis.	
Goal 4.4	SEWER RESTORATION	
4.4.1	January 2020 - staff will line several laterals this year to test out the process and request additional funding for next year. January 2020 - staff will incorporate schedule for televising and cleaning of sewer mains.	
AREA 5: ECONOMIC DEVELOPMENT		
Goal 5.1	PROMOTE THE HOTEL HOSPITALITY SECTORS	Linda Connors
5.1.1	Fast track develop building permits reviews for hotels. Ongoing	
5.1.2	The Thunderbird (4521 N Ocean) was cited for property maintenance issues and the case was heard by the Special Magistrate at the April 26, 2018 hearing. Compliance is required by May 22 nd or fines will begin to run. This property already has fines running for the lack of maintenance on its sign. These fines totaled \$730,000 as of May 2 nd . Awaiting update from attorney	
Goal 5.2	Assist in making business viable on Commercial Boulevard west of Bougainvillea Drive	
5.2.1	January 2020- Wiring of banner poles will take place in Feb/March. Once these are wired new lights will be installed upon receiving them. Additional outlets in the islands adjacent to the businesses in the plazas will also be installed in Spring 2020 to provide additional opportunities for lighting/decorations.	

	· New benches and chairs are on order for the West Business	Ken Rubach
	· A landscaping company has been hired to focus on enhancing the West Commercial District's overall attractiveness	
	· Address guidelines to help businesses west of Bougainvillea to enhance their outside promotional efforts	Debbie Hime
	· New Holiday and Generic plaza banners are being produced	Debbie Hime
	· A giant Addy chair is on order and will be tested in a plaza to gauge whether a large decorative piece will bring more foot traffic to the area	Debbie Hime
	· Coordinating a May "Addy Stroll" with West Businesses and local artists showcased in LBTS businesses for the "Addy Chair Art Project " where wooden Addy chairs will be sponsored by local businesses, painted by local artists, and showcased in the four plazas. Tabled until further notice	Debbie Hime
AREA 6: IT /PIO		
6.1.1	Complete Jarvis Hall / Community Center AV upgrades	
6.1.2	Town Computers/Monitors	
6.1.3	Granicus Dais voter encoder - Researching	Town Clerk
6.1.4	Proposed cyber-security measures (subscription & 45 minute test)	
6.1.5	Explore possible IT class/course	
6.1.6	Explore AT&T cyber-security options	
6.1.7	Possible network assessment Konica-Minolta	
6.1.8	Lunch & learn seminar in January for all employees with computers	
6.1.9	January town topics	
6.1.10	Website updates (ongoing) / new environmental pages	Debbie Hime
6.1.11	Hire vendor for fillable forms / front page back-up	
6.1.12	Explore no index uploads for docs with time-sensitive documents	
6.1.13	Create Town Facebook page	
6.1.14	Promote notify me to Town residents (ongoing)	
6.1.15	Update channel 78 graphics	
6.1.16	BugFest Set-up February kickoff meeting	
6.1.17	Review resources provided by CivicPlus for online fillable forms and payments, resident engagement, workflow management, finance, etc. (two year plan) – staff is meeting bi-weekly to assess each department's needs	

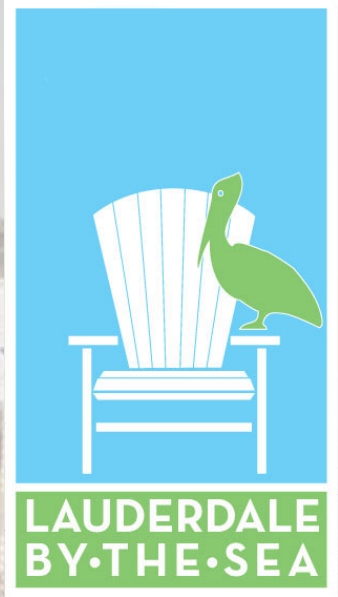
COMMISSION ASSIGNMENTS

4/10/2018	Commission Malkoon asked that the Town evaluate the condition of the seawall on Bel Air Drive (SE 15 th Street), which is owned by the Palm Club, Leisure Gardens and the Town.		
4/10/2018	Commissioner Strauss asked that we request FDOT to conduct a safety studies of the Commercial Boulevard and West Tradewinds intersection. This would also include the concepts to relocation the west to south turn lane on Commercial at this intersection.		
9/20/2018	Money has been budgeted in FY20 budget to repair Town owned section of the wall. Prior to repairs a survey will do done to ensure all Town owned areas are repaired.		
9/26/2018	Commissioner Oldaker requested staff to check street striping though out Town and replace when appropriate.		Ken Rubach
9/20/2019	Staff reached out to Broward County and striping within their jurisdiction has been done. Several areas throughout town have also been refreshed e by staff. Striping has been included within the FY20 budget in order to install thermal striping which lasts much longer than paint or “tape” stripes.		

FY 19 BUDGETED PROJECTS & STAFF PROJECTS

1.	Evaluate switching from the quarterly Town Topics written format to an e-newsletter. FY18	Steve d'Oliveira
2.	9/20/19 We have purchased software are prepared for e-newsletter deployment	Debbie Hime
3.	Monitor the request to FDOT to move the turn lane at the foot of the Intracoastal Bridge to the east thus closing the Commercial median at West Tradewinds. 9-20-19 Discussed with FDOT and MPO at 9/17/19 Meeting; FDOT asked Staff to formally recommend the project as they have an upcoming Commercial Blvd plan being developed.	
4.	Evaluate hardening off-site warehouse for use after a hurricane. FY18	
5.	9/20/19: Staff has begun the process of reviewing what work needs to be done to improve site.	
6.	Evaluate the feasibility of offering beach concessions.	TBD





TOWN OF LAUDERDALE-BY-THE-SEA

Palm Club

Septic to Sewer Conversion
DRAFT 75% Design Public Outreach
Meeting

July 2020

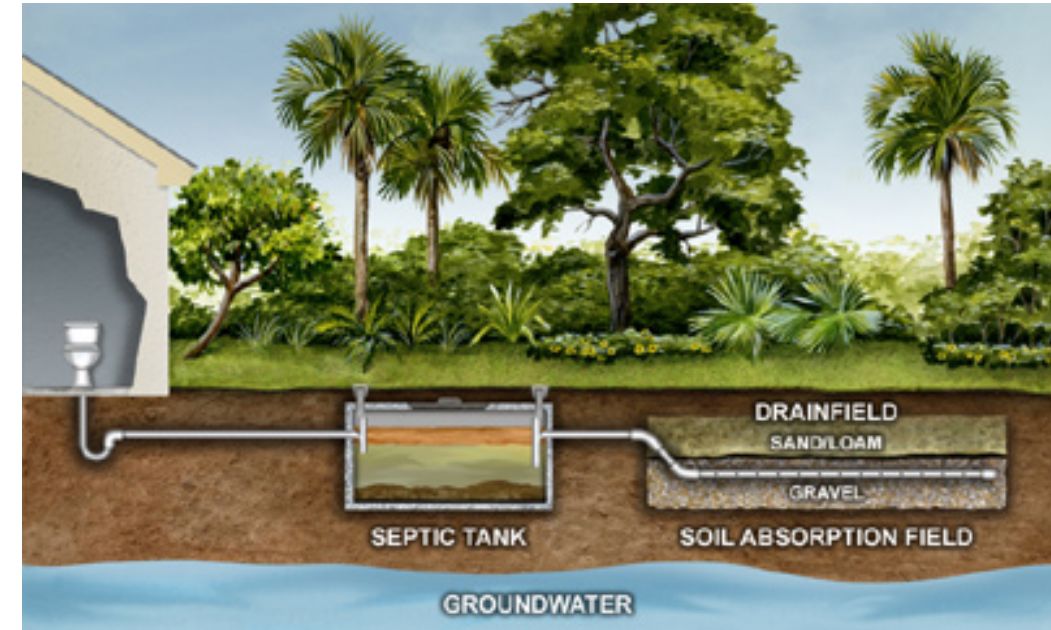
History



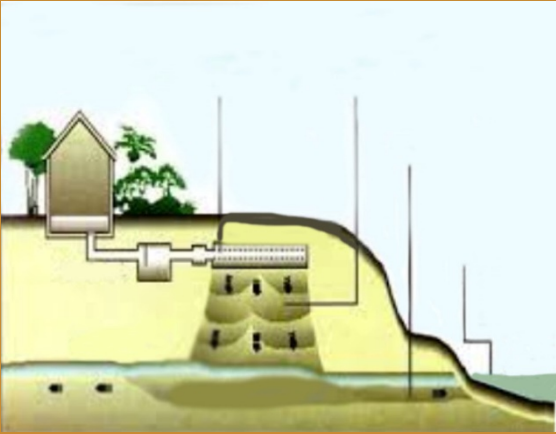
- Palm Club community septic to sewer conversion
- Privately owned community
- One-hundred (100) residential units
- Located adjacent to the northern limits of the Town
- Reduce potential adverse environmental impacts associated with septic systems

Septic Tanks

- Underground wastewater collection and treatment systems
- Household wastewater is collected via floor or sink drains
- Provide retention to allow for solids settling
- Promote biological decomposition
- Fats, oils and grease provide a good source of energy
- Wastewater discharges to a drainfield and percolates into the surrounding soils
- Solids must be pumped out and properly disposed of at periodic intervals



Environmental Impacts of Septic Tanks

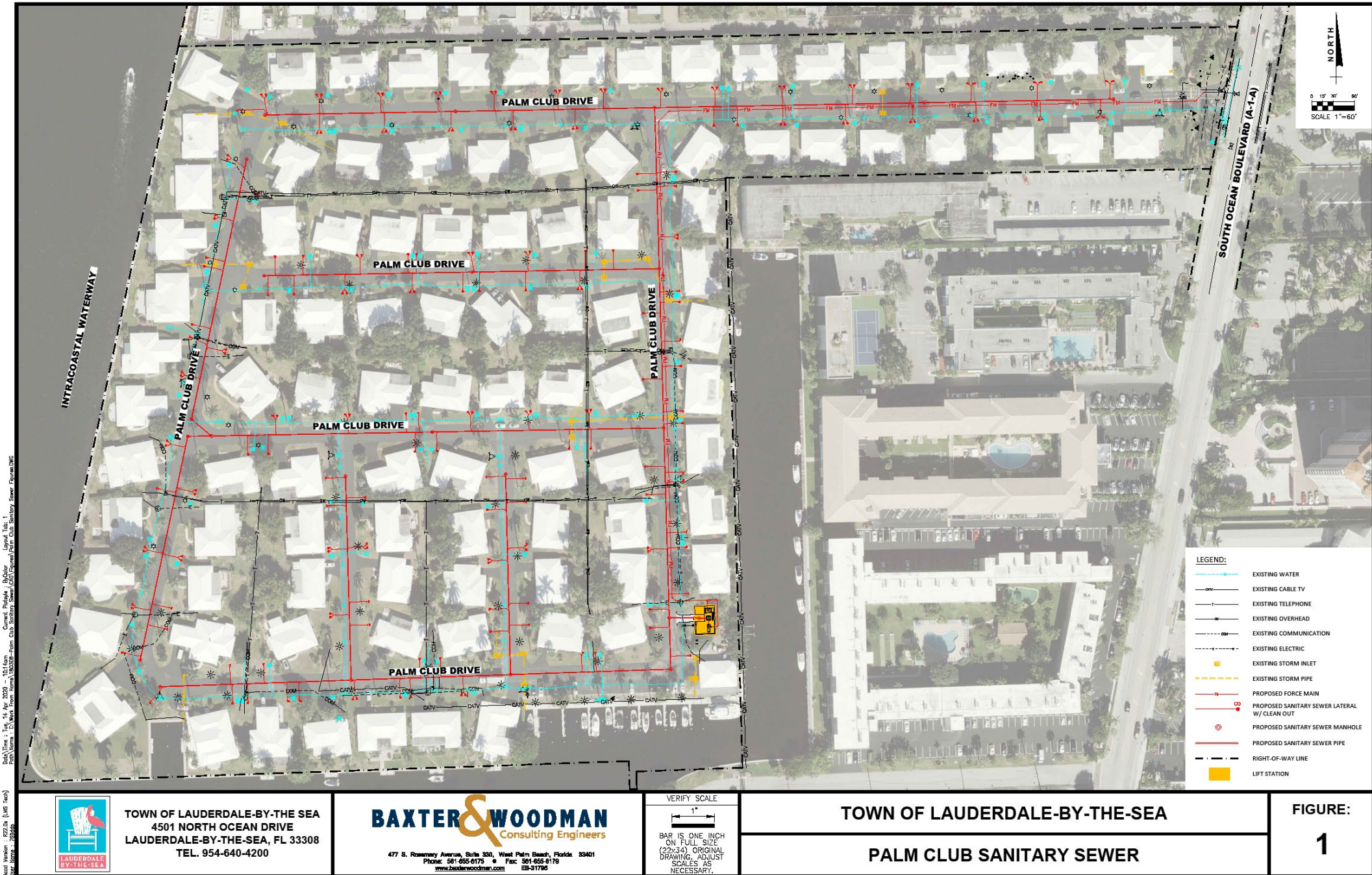


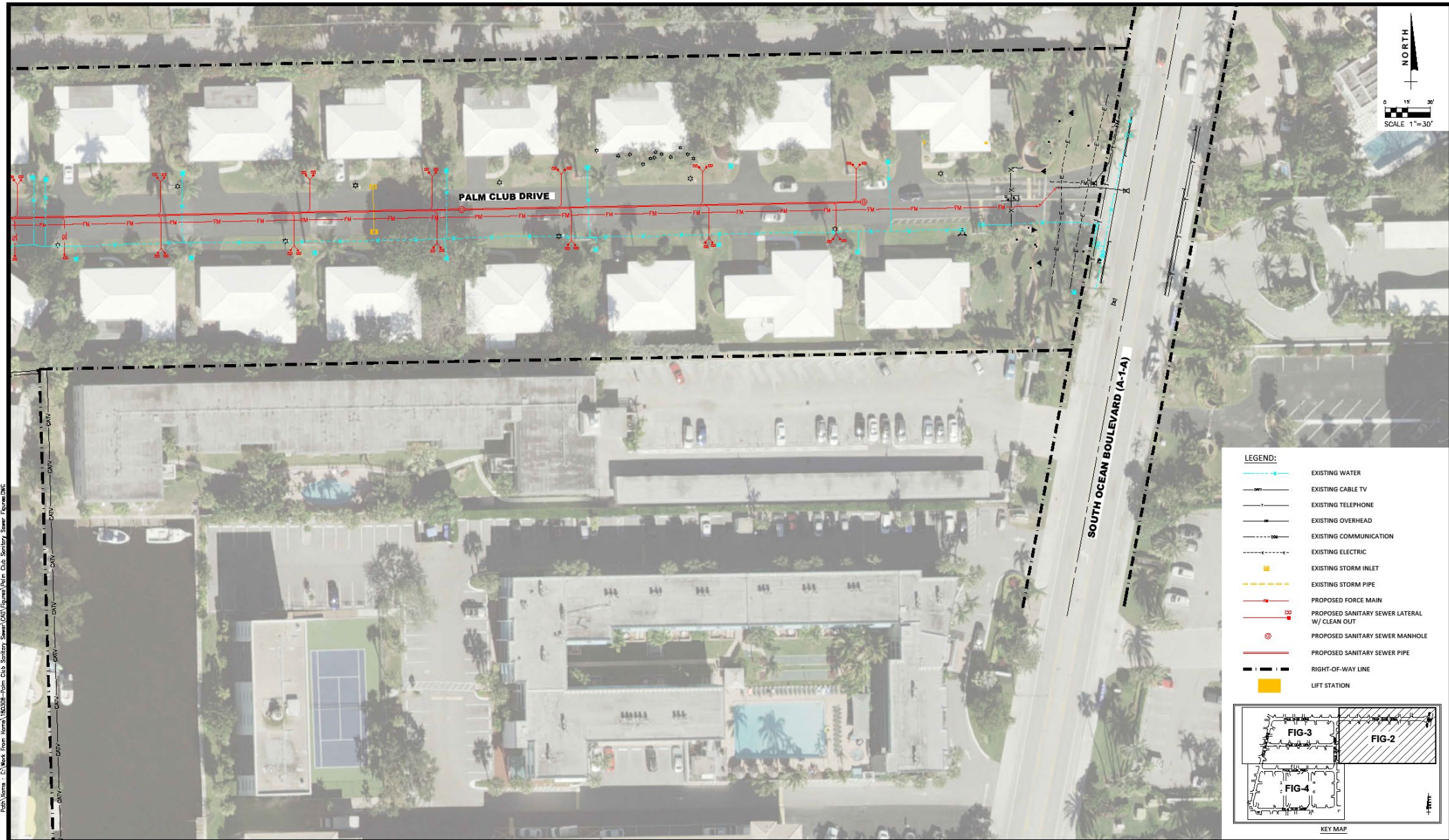
- Septic tanks discharge contains significant concentrations of nutrients and bacteria
- Potential to detrimentally impact drinking water sources
- Adverse environmental impacts to sensitive water bodies
- Degraded water quality
- Potential for algae blooms
- More significant in coastal communities
- Promote more rapid transport of contaminants through the groundwater and adjacent water bodies

Basis of Design



- Gravity sewer system will collect and convey domestic wastewater generated from the community to the City of Pompano Beach
- Collected wastewater flows treated at the Broward County North Regional Wastewater Treatment Plant
- Closed systems
- Wastewater is conveyed “by gravity” using downward sloping pipe to a lift station
- 8-inch diameter polyvinyl chloride (PVC) gravity sewer mains located within the center of the roadway
- Manholes are located at a maximum interval of 400-feet
- Lift station located north of the maintenance facility will discharge wastewater to City of Pompano Beach system
- Many residences have 2 septic tanks and will have 2 service lateral connections
- Residents will have to contract a plumber to connect the house plumbing to the sewer lateral and perform the abandonment of their septic system







TOWN OF LAUDERDALE-BY-THE-SEA
4501 NORTH OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FL 33308
TEL. 954-640-4200

BAXTER & WOODMAN
Consulting Engineers

477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401
Phone: 561-655-6175 • Fax: 561-655-6178
www.baxterwoodman.com EB-31796

VERIFY SCALE

1"

BAR IS ONE INCH
ON FULL SIZE
(22x34) ORIGINAL
DRAWING. ADJUST
SCALE AS
NECESSARY.

TOWN OF LAUDERDALE-BY-THE-SEA

PALM CLUB SANITARY SEWER

FIGURE:
3

Lift Station Installation – Wetwell



Installation via Caisson Method



Removal of Material within Wet Well



Rebar Floor Construction



Concrete for Ballast Seal and Floor



Wet Well Slab Setting

Lift Station Installation – Valve Vault



Valve Vault Setting



Piping within Valve Vault

Lift Station Photos



Lift Station Example



Proposed Lift Station Location



Electric Control Panel



Bypass Pumping Unit

Sewer System Construction



Other Construction Photos



Site Dewatering



Sewer Main and Service Lateral Installation



Excavation



Compaction of Backfill around Pipe

Roadway Reconstruction



Trench Compaction

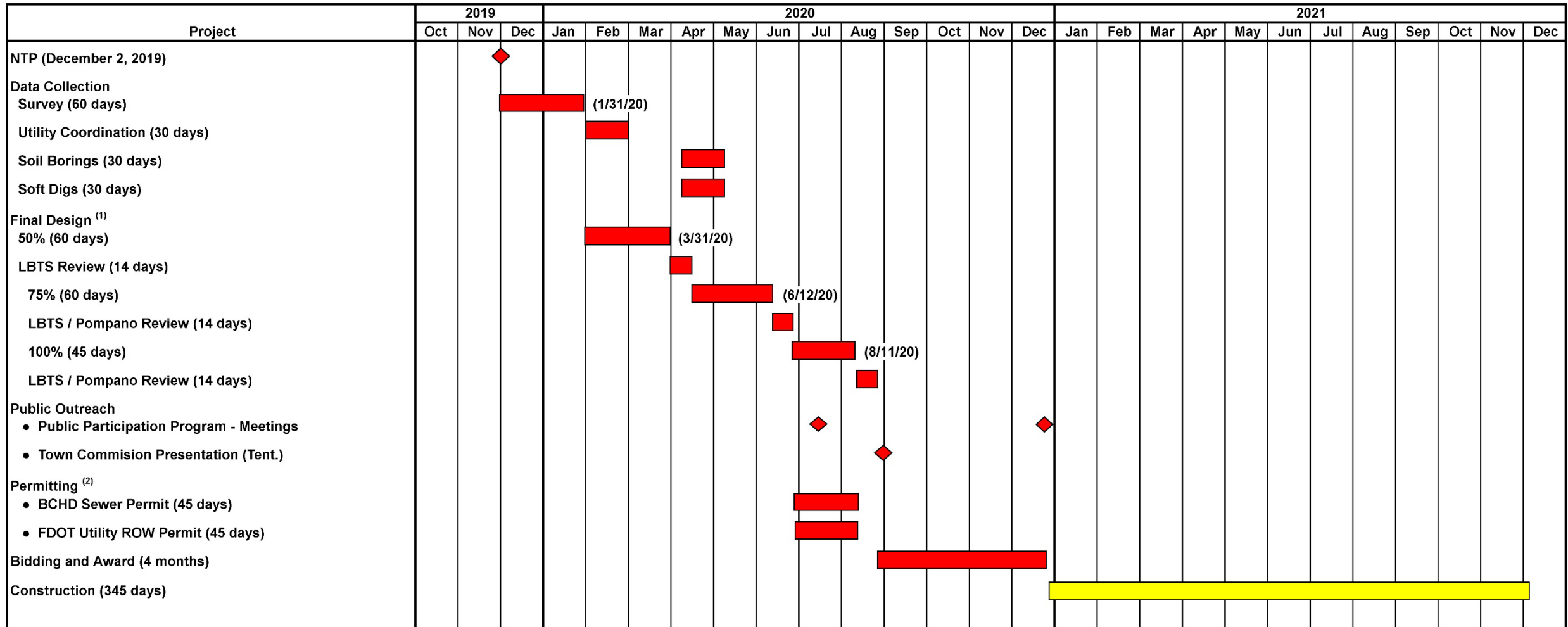


Rolling Asphalt



Laying Asphalt

Palm Club Gravity Sewer System - Project Schedule



Notes:

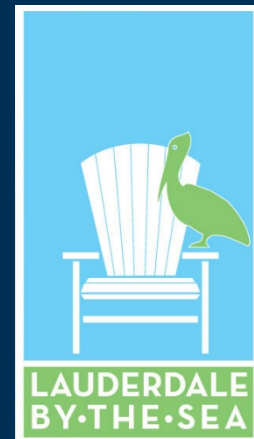
(1) The design schedule is based upon conducting a review meeting within 14 calendar days after LBTS receives the submittal. All review comments shall be provided to MC within 14 calendar days after LBTS receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

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





Questions & Answers





Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Lucila Lang

Submitting Department: Finance Department

Item Type: Finance Report

Agenda Section: Town Manager Report

Subject Title: May 2020 Finance Report (Lucila Lang, Finance Director)

Explanation: Presented is the FY20-May, 2020 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2).

Recommendation: Review

The following is a summary of the operating results through : 5/31/2020

Fund	Annual Budget	Budgeted Appropriations	Budgeted Rev Excl Appr	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 13,345,354.00		\$ 13,345,354.00	\$ 11,485,605.27	86%	\$ 8,309,782.18	62%	\$ 3,175,823.09
Sewer Fund	1,130,896.00		\$ 1,130,896.00	799,019.47	71%	748,480.23	66%	\$ 50,539.24
Fire Fund	1,313,147.00	231,393.00	\$ 1,081,754.00	1,067,436.07	99%	600,970.64	46%	\$ 466,465.43
Capital Fund	2,303,130.00	2,000,000.00	\$ 303,130.00	16,088.61	5%	182,173.21	8%	\$ (166,084.60)
Parking Fund	2,177,562.00		\$ 2,177,562.00	1,372,021.23	63%	1,180,081.91	54%	\$ 191,939.32
Grand Total	\$ 20,270,089.00	\$ 2,231,393.00	\$ 18,038,696.00	\$ 14,740,170.65		\$11,021,488.17		\$ 3,718,682.48

Notable items this month are as follows:

General Fund Revenues:

- The town has collected 86.1% of its budgeted General Fund Revenues, but a few items to take into consideration:
 - Due to COVID-19, when comparing May, 2019 to May, 2020, licenses and permits saw a decrease in the amount of **(\$145,796.03)**, with the largest decrease coming from building permits.
 - Other line items are down less than 10%.

General Fund Expenditures:

- General Fund Expenditures are in line with the 8 months of the FY at 62.5%.

Sewer Fund-103:

- In May, Sewer Fund Revenues exceeded Sewer Fund Expenditures and are in line with budgeted amounts at 70.7% for these 8 months of the fiscal year.
- Sewer Fund Expenditures are slightly higher than last year at this time due to unexpected sewer line maintenance.

Fire Fund-115:

- Fire Assessment Revenues are in line with budget with a collection rate of 98.7% as of May, 2020.
- Fire Fund Expenditures are in line at 45.8% of budget.

Capital Fund-300:

- Capital Project Fund has had limited expenses at 11.2%
 - For the month of May, the following expenses were incurred:
 - 519.154-Neighborhood Street Lighting: \$4,350.00 (Jan Lighting Solutions-Custom Turtle Light Round)
 - 579.169-Greenway-El Mar Drive: \$800.00 (Graphic Banner Signs-El Mar double sided signs)

Parking Fund-300:

- Parking expenditures are within budget at 55.8%.

NOTE: Town Manager and Finance Director have reviewed YTD Revenue/Expenditure Report and have projected revenues and expenses through 9/30/20 with the anticipated results:

- General Fund will end the year with at least a positive net effect of \$1.1M. This includes the \$1.65M received in fines from FDG.
- Sewer Fund revenues have averaged approximately \$88,000 per month for this FY.
- Sewer Fund expenditures have averaged approximately \$76,800.00 per month.
- Parking Fund revenues are currently at \$1.4M with current expenses at \$873K.

Attachments:

1. Revenue Expenditure Report
2. Cash and Investment Report

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of May
2020

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 5/31/2020	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	8,806,636.18	0.10%	851.29	62,033.14
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.10%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		851.29	62,033.14
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	173,493.25	0.77%	113.62	1,545.59
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,172.49	0.77%	55.12	867.17
GENERAL FUND						SBA SUBTOTAL		168.74	2,412.76
GENERAL FUND						GRAND TOTAL		1,020.03	64,445.90
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	13,743.03	0.10%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,439,239.54	0.10%	106.82	5,373.19
SEWER FUND						TOTAL		106.82	5,373.19
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,680,391.14	0.10%	126.65	5,680.03
FIRE FUND						GRAND TOTAL		126.65	5,680.03
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,100,533.82	0.10%	296.70	16,385.31
CAPITAL IMPROVEMENT FUND						TOTAL		296.70	16,385.31
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,114,745.23	0.10%	370.27	19,905.97
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	21,771.00	0.10%	1.57	63.10
PARKING FUND						TOTAL		371.84	19,969.07
ALL FUNDS						GRAND TOTAL		1,922.04	111,853.50

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of May
2020

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		23,677,059.94	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		257,665.74	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		23,934,725.68	100%

17.15

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	11,564,301.92	48%
	Police Fund	13,743.03	0%
	Sewer Fund	1,439,239.54	6%
	Fire Fund	1,680,391.14	7%
	Capital Improvement Fund	4,100,533.82	17%
	Parking Fund	5,136,516.23	21%
GRAND TOTAL		23,934,725.68	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	23,677,059.94	99%
	Florida Prime/State Board of Admin.	257,665.74	1%
GRAND TOTAL		23,934,725.68	100%

REVENUE/EXPENDITURE REPORT

Page: 1

7/14/2020

12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Fund Type: GOV Governmental

Fund: 001 - General Fund

Revenues

Dept: 301.000 Ad Valorem Property Taxes

311.100 Ad Valorem Property Taxes 8,710,268.00 8,710,268.00 8,504,309.15 153,328.10 0.00 205,958.85 97.6

Ad Valorem Property Taxes

8,710,268.00 8,710,268.00 8,504,309.15 153,328.10 0.00 205,958.85 97.6

Dept: 301.100 Utility Taxes

311.101 FPL Utility Tax 830,000.00 830,000.00 488,404.25 67,667.84 0.00 341,595.75 58.8

311.440 Gas Utility Tax 16,500.00 16,500.00 8,284.56 1,345.08 0.00 8,215.44 50.2

314.300 Water Utility Tax 167,000.00 167,000.00 92,492.25 7,861.95 0.00 74,507.75 55.4

Utility Taxes

1,013,500.00 1,013,500.00 589,181.06 76,874.87 0.00 424,318.94 58.1

Dept: 301.600 Franchise Taxes

313.100 FI Power & Light Franchise 600,000.00 600,000.00 339,579.71 42,958.46 0.00 260,420.29 56.6

313.300 Waste Franchise Collection 93,000.00 93,000.00 88,909.46 11,446.53 0.00 4,090.54 95.6

313.301 Waste Franchise Adm-Fee 10,000.00 10,000.00 2,356.92 0.00 0.00 7,643.08 23.6

313.400 Gas Franchise 15,000.00 15,000.00 8,317.07 1,366.32 0.00 6,682.93 55.4

313.600 Towing Franchise Fees 600.00 600.00 260.00 0.00 0.00 340.00 43.3

Franchise Taxes

718,600.00 718,600.00 439,423.16 55,771.31 0.00 279,176.84 61.1

Dept: 302.000 Licenses & Permits

321.100 Business License Taxes 80,000.00 80,000.00 75,419.07 752.33 0.00 4,580.93 94.3

321.110 Sidewalk Cafe ROW 50,000.00 50,000.00 45,777.40 0.00 0.00 4,222.60 91.6

322.100 Building Permits 681,500.00 681,500.00 464,090.93 44,689.01 0.00 217,409.07 68.1

322.105 Fire Plan Review Fees 21,000.00 21,000.00 12,579.00 720.00 0.00 8,421.00 59.9

322.150 Miscellaneous Permits 2,497.00 2,497.00 0.00 0.00 0.00 2,497.00 0.0

322.400 Sign Permits 4,000.00 4,000.00 1,060.00 0.00 0.00 2,940.00 26.5

Licenses & Permits

838,997.00 838,997.00 598,926.40 46,161.34 0.00 240,070.60 71.4

Dept: 303.000 Intergovernmental Revenues

311.120 Municipal Revenue Sharing 155,600.00 155,600.00 99,267.79 5,072.72 0.00 56,332.21 63.8

311.150 Alcoholic Beverage License 15,500.00 15,500.00 9,671.68 8,986.47 0.00 5,828.32 62.4

311.180 Sales Tax 394,000.00 394,000.00 239,920.66 28,517.90 0.00 154,079.34 60.9

312.405 Local Op Gas Tax 1 - 6 cent 65,651.00 65,651.00 36,725.29 5,238.81 0.00 28,925.71 55.9

312.410 Local Op Gas Tax 1 - 5 cent 46,630.00 46,630.00 25,993.07 3,781.88 0.00 20,636.93 55.7

315.100 Communication Service Tax 320,000.00 320,000.00 193,977.60 28,609.78 0.00 126,022.40 60.6

334.904 Hurricane-Storm/FEMA 0.00 0.00 131,977.85 0.00 0.00 -131,977.85 0.0

334.910 BCC-Senior Center Grant 18,507.00 18,507.00 18,506.96 0.00 0.00 0.04 100.0

334.914 BCC-Transporation Grant 51,704.00 51,704.00 0.00 0.00 0.00 51,704.00 0.0

334.915 FDOT-Reimbursable Grant 18,064.00 18,064.00 0.00 0.00 0.00 18,064.00 0.0

Intergovernmental Revenues

1,085,656.00 1,085,656.00 756,040.90 80,207.56 0.00 329,615.10 69.6

Dept: 304.000 Charges for Services

343.902 Site Plan Application Fees 2,000.00 2,000.00 0.00 0.00 0.00 2,000.00 0.0

347.500 Tennis - Shuffle Key 9,200.00 9,200.00 9,506.40 0.00 0.00 -306.40 103.3

Charges for Services

11,200.00 11,200.00 9,506.40 0.00 0.00 1,693.60 84.9

Dept: 305.000 Fines & Forfeitures

354.150 Fines,TrafficViolation,Citatio 31,452.00 31,452.00 20,805.05 1,640.79 0.00 10,646.95 66.1

354.160 Code Enforcement Fines 50,000.00 50,000.00 19,830.00 960.00 0.00 30,170.00 39.7

359.100 Other Fines & Alarms 2,000.00 2,000.00 125.00 0.00 0.00 1,875.00 6.3

Fines & Forfeitures

83,452.00 83,452.00 40,760.05 2,600.79 0.00 42,691.95 48.8

Dept: 306.000 Miscellaneous Revenues

361.100 Interest Earnings 26,000.00 26,000.00 89,908.77 2,868.19 0.00 -63,908.77 345.8

362.000 Rent/Lease Royalties 67,620.00 67,620.00 49,652.87 6,321.69 0.00 17,967.13 73.4

365.400 Recycling Revenue 3,041.00 3,041.00 0.00 0.00 0.00 3,041.00 0.0

366.100 Donations 5,000.00 5,000.00 1,840.00 0.00 0.00 3,160.00 36.8

369.100 Miscellaneous Revenues 36,308.00 36,308.00 33,698.49 1,314.30 0.00 2,609.51 92.8

369.200 Miscellaneous Applications 18,975.00 18,975.00 9,198.30 -225.00 0.00 9,776.70 48.5

369.201 Miscellaneous MerchandiseSales 689.00 689.00 421.24 0.00 0.00 267.76 61.1

369.250 Recreational Activities Fee 1,250.00 1,250.00 1,429.98 0.00 0.00 -179.98 114.4

REVENUE/EXPENDITURE REPORT

Page: 2
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.500 Miscellaneous Lobbyist	600.00	600.00	850.00	0.00	0.00	-250.00	141.7
369.901 Insurance Reimbursement	3,281.00	3,281.00	0.00	0.00	0.00	3,281.00	0.0
Miscellaneous Revenues	162,764.00	162,764.00	186,999.65	10,279.18	0.00	-24,235.65	114.9
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	11,000.00	0.00	0.00	11,000.00	50.0
381.106 Transfer from Parking Fund	698,917.00	698,917.00	349,458.50	0.00	0.00	349,458.50	50.0
Interfund Transfers	720,917.00	720,917.00	360,458.50	0.00	0.00	360,458.50	50.0
Revenues	13,345,354.00	13,345,354.00	11,485,605.27	425,223.15	0.00	1,859,748.73	86.1
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	71,826.00	71,826.00	41,098.89	5,012.06	0.00	30,727.11	57.2
500.210 Employer FICA Taxes	5,300.00	5,300.00	2,943.41	358.98	0.00	2,356.59	55.5
500.220 Retirement	33,400.00	33,400.00	18,351.54	2,446.87	0.00	15,048.46	54.9
500.230 Group Insurance	57,084.00	57,084.00	37,939.11	3,804.89	0.00	19,144.89	66.5
500.345 Contractual Services	3,500.00	3,500.00	2,400.05	468.75	0.00	1,099.95	68.6
500.510 Office Supplies	650.00	650.00	17.67	0.00	0.00	632.33	2.7
500.512 Elections	2,300.00	2,300.00	558.48	0.00	0.00	1,741.52	24.3
500.540 Dues & Subscriptions	1,912.00	1,912.00	350.00	0.00	0.00	1,562.00	18.3
500.545 Training	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	7,728.75	55.00	0.00	1,771.25	81.4
Commission	189,972.00	189,972.00	111,387.90	12,146.55	0.00	78,584.10	58.6
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	42,753.00	42,753.00	42,753.00	0.00	0.00	0.00	100.0
Donation-Non Profits	42,753.00	42,753.00	42,753.00	0.00	0.00	0.00	100.0
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,782.00	12,782.00	9,901.83	983.60	0.00	2,880.17	77.5
500.140 Overtime Salaries	1,500.00	1,500.00	1,066.79	0.00	0.00	433.21	71.1
500.210 Employer FICA Taxes	1,044.00	1,044.00	757.49	75.25	0.00	286.51	72.6
500.220 Retirement	1,128.00	1,128.00	1,081.28	107.41	0.00	46.72	95.9
500.230 Group Insurance	3,454.00	3,454.00	2,081.85	213.20	0.00	1,372.15	60.3
500.340 Sewer/Wastewater	2,700.00	2,700.00	1,428.73	205.37	0.00	1,271.27	52.9
500.345 Contractual Services	29,900.00	29,900.00	26,900.00	0.00	0.00	3,000.00	90.0
500.430 Electric Service	1,600.00	1,600.00	655.59	64.01	0.00	944.41	41.0
500.431 Water Service	2,800.00	2,800.00	1,484.22	190.98	0.00	1,315.78	53.0
500.520 Bldg. Maintenance	3,000.00	3,000.00	3,525.00	65.00	0.00	-525.00	117.5
500.640 Capital Outlay - Equipmt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	65,908.00	65,908.00	48,882.78	1,904.82	0.00	17,025.22	74.2
Dept: 513.000 Administration							
500.120 Regular Salaries	645,616.00	645,616.00	417,161.70	53,198.18	0.00	228,454.30	64.6
500.140 Overtime Salaries	2,500.00	2,500.00	1,364.78	0.00	0.00	1,135.22	54.6
500.210 Employer FICA Taxes	49,500.00	49,500.00	31,584.83	4,046.92	0.00	17,915.17	63.8
500.220 Retirement	106,164.00	106,164.00	47,994.38	6,672.65	0.00	58,169.62	45.2
500.230 Group Insurance	129,722.00	129,722.00	85,754.33	9,340.79	0.00	43,967.67	66.1
500.315 Professional Services	50,000.00	50,000.00	17,700.00	0.00	0.00	32,300.00	35.4
500.320 Audit Expense	31,500.00	31,500.00	33,500.00	4,000.00	0.00	-2,000.00	106.3
500.344 HR Expenses	30,000.00	30,000.00	455.71	0.00	0.00	29,544.29	1.5
500.345 Contractual Services	20,000.00	20,000.00	13,988.06	1,709.34	0.00	6,011.94	69.9
500.463 Service Maintenance Contracts	40,000.00	40,000.00	19,716.36	626.89	1,800.00	18,483.64	53.8
500.506 Printing & Binding	5,000.00	5,000.00	6,240.00	0.00	0.00	-1,240.00	124.8
500.508 Postage	4,500.00	4,500.00	1,838.67	-117.05	0.00	2,661.33	40.9
500.510 Office Supplies	7,500.00	7,500.00	4,412.30	111.43	0.00	3,087.70	58.8
500.540 Dues & Subscriptions	8,000.00	8,000.00	2,942.57	150.00	0.00	5,057.43	36.8
500.545 Training	8,000.00	8,000.00	2,701.28	0.00	0.00	5,298.72	33.8

REVENUE/EXPENDITURE REPORT

Page: 3
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	10,000.00	10,000.00	11,706.16	4,855.45	9,612.32	-11,318.48	213.2
Administration	1,148,002.00	1,148,002.00	699,061.13	84,594.60	11,412.32	437,528.55	61.9
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	196,383.71	28,806.76	0.00	58,616.29	77.0
500.314 Litigation	100,000.00	100,000.00	4,617.74	0.00	0.00	95,382.26	4.6
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	2,938.00	113.00	0.00	5,062.00	36.7
Town Attorney	363,000.00	363,000.00	203,939.45	28,919.76	0.00	159,060.55	56.2
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	47,384.72	6,153.86	0.00	32,615.28	59.2
500.210 Employer FICA Taxes	6,200.00	6,200.00	3,642.88	473.09	0.00	2,557.12	58.8
500.220 Retirement	6,800.00	6,800.00	3,909.23	521.23	0.00	2,890.77	57.5
500.230 Group Insurance	14,372.00	14,372.00	8,812.67	884.51	0.00	5,559.33	61.3
500.311 Advertisements	8,000.00	8,000.00	2,553.80	0.00	0.00	5,446.20	31.9
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.315 Professional Services	75,000.00	75,000.00	20,000.00	5,000.00	0.00	55,000.00	26.7
500.345 Contractual Services	5,000.00	5,000.00	1,359.98	0.00	0.00	3,640.02	27.2
500.349 Community Bus	173,488.00	173,488.00	93,212.94	5,120.76	0.00	80,275.06	53.7
500.451 Auto, Property & Liability Ins	125,000.00	125,000.00	106,083.00	0.00	0.00	18,917.00	84.9
500.452 Workers Compensation Insur	45,020.00	45,020.00	37,506.00	0.00	0.00	7,514.00	83.3
500.497 Contingency	46,253.00	46,253.00	0.00	0.00	0.00	46,253.00	0.0
500.506 Printing & Binding	10,950.00	10,950.00	324.72	0.00	0.00	10,625.28	3.0
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	130,000.00	130,000.00	135,540.71	4,039.00	0.00	-5,540.71	104.3
500.525 Uniform Expense	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	2,600.00	2,600.00	383.00	0.00	0.00	2,217.00	14.7
500.550 Operating Expenses	37,575.00	37,575.00	20,745.75	0.00	0.00	16,829.25	55.2
500.552 Recycling and Solid Waste Exp	60,000.00	60,000.00	31,731.11	3,827.56	0.00	28,268.89	52.9
500.640 Capital Outlay - Equip't & Mach	13,700.00	13,700.00	8,576.38	0.00	0.00	5,123.62	62.6
General	848,958.00	848,958.00	521,766.89	26,020.01	0.00	327,191.11	61.5
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	77,185.00	77,185.00	13,628.80	2,171.71	0.00	63,556.20	17.7
500.315 Professional Services	65,500.00	65,500.00	24,701.09	9,904.30	0.00	40,798.91	37.7
500.345 Contractual Services	32,650.00	32,650.00	6,117.17	-1,791.85	0.00	26,532.83	18.7
500.495 Special Events	36,400.00	36,400.00	0.00	0.00	0.00	36,400.00	0.0
500.506 Printing & Binding	41,442.00	41,442.00	4,696.69	0.00	0.00	36,745.31	11.3
500.540 Dues & Subscriptions	1,735.00	1,735.00	425.00	0.00	0.00	1,310.00	24.5
500.550 Operating Expenses	1,500.00	1,500.00	116.61	116.61	0.00	1,383.39	7.8
Business Dev & Marketing	256,412.00	256,412.00	49,685.36	10,400.77	0.00	206,726.64	19.4
Dept: 521.000 Police Department							
500.345 Contractual Services	4,811,226.00	4,811,226.00	3,190,886.82	400,935.50	0.00	1,620,339.18	66.3
500.352 Contract Services	5,000.00	5,000.00	4,996.19	0.00	0.00	3.81	99.9
500.520 Bldg. Maintenance	1,500.00	1,500.00	28.56	0.00	0.00	1,471.44	1.9
500.550 Operating Expenses	5,808.00	5,808.00	297.00	0.00	0.00	5,511.00	5.1
500.640 Capital Outlay - Equip't & Mach	30,000.00	30,000.00	400.00	0.00	0.00	29,600.00	1.3
Police Department	4,853,534.00	4,853,534.00	3,196,608.57	400,935.50	0.00	1,656,925.43	65.9
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	823,545.00	823,545.00	549,029.76	68,628.72	0.00	274,515.24	66.7
Emergency Medical Services	823,545.00	823,545.00	549,029.76	68,628.72	0.00	274,515.24	66.7
Dept: 524.000 Development Services							
500.120 Regular Salaries	290,191.00	290,191.00	177,816.51	22,313.64	0.00	112,374.49	61.3
500.140 Overtime Salaries	4,000.00	4,000.00	1,836.80	0.00	0.00	2,163.20	45.9
500.210 Employer FICA Taxes	22,300.00	22,300.00	13,592.47	1,687.92	0.00	8,707.53	61.0

REVENUE/EXPENDITURE REPORT

Page: 4
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.220 Retirement	45,900.00	45,900.00	32,737.12	4,521.23	0.00	13,162.88	71.3
500.230 Group Insurance	65,378.00	65,378.00	36,580.26	3,815.59	0.00	28,797.74	56.0
500.315 Professional Services	104,500.00	104,500.00	55,393.84	11,927.50	15,000.00	34,106.16	67.4
500.345 Contractual Services	331,600.00	331,600.00	149,262.56	18,294.68	0.00	182,337.44	45.0
500.402 Building Permit Services	520,000.00	520,000.00	282,729.91	24,256.37	0.00	237,270.09	54.4
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	1,000.00	1,000.00	185.61	60.27	0.00	814.39	18.6
500.463 Service Maintenance Contracts	2,220.00	2,220.00	3,169.67	296.47	0.00	-949.67	142.8
500.506 Printing & Binding	800.00	800.00	-52.70	0.00	0.00	852.70	-6.6
500.508 Postage	6,000.00	6,000.00	1,401.18	75.07	0.00	4,598.82	23.4
500.510 Office Supplies	3,500.00	3,500.00	730.93	0.00	0.00	2,769.07	20.9
500.525 Uniform Expense	600.00	600.00	142.61	142.61	0.00	457.39	23.8
500.540 Dues & Subscriptions	2,000.00	2,000.00	513.40	0.00	0.00	1,486.60	25.7
500.545 Training	6,000.00	6,000.00	2,768.16	78.00	0.00	3,231.84	46.1
500.550 Operating Expenses	9,350.00	9,350.00	5,916.78	1,252.96	0.00	3,433.22	63.3
500.630 Cap Outlay Imp other than bldg	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Development Services	1,435,589.00	1,435,589.00	764,725.11	88,722.31	15,000.00	655,863.89	54.3
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	845,096.00	845,096.00	538,049.41	64,924.29	0.00	307,046.59	63.7
500.140 Overtime Salaries	35,000.00	35,000.00	30,578.20	0.00	0.00	4,421.80	87.4
500.210 Employer FICA Taxes	64,700.00	64,700.00	42,823.98	4,873.46	0.00	21,876.02	66.2
500.220 Retirement	86,521.00	86,521.00	65,368.22	7,355.60	0.00	21,152.78	75.6
500.230 Group Insurance	238,858.00	238,858.00	146,421.33	15,217.98	0.00	92,436.67	61.3
500.315 Professional Services	25,000.00	25,000.00	38,380.41	5,957.12	0.00	-13,380.41	153.5
500.340 Sewer/Wastewater	12,500.00	12,500.00	12,112.19	1,649.31	0.00	387.81	96.9
500.345 Contractual Services	134,271.00	134,271.00	114,544.00	10,918.70	0.00	19,727.00	85.3
500.410 Communications	40,440.00	40,440.00	37,241.86	8,218.92	0.00	3,198.14	92.1
500.430 Electric Service	42,000.00	42,000.00	20,520.69	2,155.26	0.00	21,479.31	48.9
500.431 Water Service	120,000.00	120,000.00	77,666.24	8,621.93	0.00	42,333.76	64.7
500.433 Electric Service-Streets	60,000.00	60,000.00	32,850.90	3,833.98	0.00	27,149.10	54.8
500.445 Equip Rent/Lease	16,500.00	16,500.00	30,210.20	100.00	0.00	-13,710.20	183.1
500.460 Equipment Maintenance	23,000.00	23,000.00	13,352.72	-1,400.06	0.00	9,647.28	58.1
500.461 Vehicle Maintenance	13,000.00	13,000.00	8,384.51	29.98	0.00	4,615.49	64.5
500.462 Fuel	18,000.00	18,000.00	15,990.58	1,109.27	0.00	2,009.42	88.8
500.463 Service Maintenance Contracts	12,776.00	12,776.00	9,818.79	1,857.03	0.00	2,957.21	76.9
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	9,833.62	0.00	0.00	40,166.38	19.7
500.508 Postage	300.00	300.00	243.51	0.00	0.00	56.49	81.2
500.510 Office Supplies	2,000.00	2,000.00	650.74	0.00	0.00	1,349.26	32.5
500.520 Bldg. Maintenance	60,000.00	60,000.00	47,548.91	3,593.81	0.00	12,451.09	79.2
500.525 Uniform Expense	8,000.00	8,000.00	8,682.95	925.24	0.00	-682.95	108.5
500.529 Street Light Maintenance	17,538.00	17,538.00	7,247.07	0.00	0.00	10,290.93	41.3
500.530 Street Maint Repair Supply	137,000.00	137,000.00	74,225.29	13,261.64	0.00	62,774.71	54.2
500.531 Grounds Maint/Landscaping	32,500.00	32,500.00	24,920.14	1,005.93	0.00	7,579.86	76.7
500.532 Signs	10,000.00	10,000.00	5,437.86	1,667.50	0.00	4,562.14	54.4
500.534 Sidewalk Maint Repair	22,000.00	22,000.00	15,777.00	0.00	0.00	6,223.00	71.7
500.535 Flags	1,200.00	1,200.00	1,548.50	0.00	0.00	-348.50	129.0
500.540 Dues & Subscriptions	1,000.00	1,000.00	2,165.00	755.00	0.00	-1,165.00	216.5
500.545 Training	5,300.00	5,300.00	1,094.33	-285.00	0.00	4,205.67	20.6
500.547 Hurricane Expenditure	25,000.00	25,000.00	287.50	0.00	0.00	24,712.50	1.2
500.550 Operating Expenses	55,000.00	55,000.00	51,006.21	1,028.85	0.00	3,993.79	92.7
500.624 Capital Outlay-Bldg. Improvemt	75,000.00	75,000.00	17,418.06	3,110.00	0.00	57,581.94	23.2
500.640 Capital Outlay - Equipmt & Mach	26,500.00	26,500.00	1,541.50	0.00	0.00	24,958.50	5.8
500.644 Capital Outlay-Vehicles	289,500.00	289,500.00	220,985.01	185,533.79	0.00	68,514.99	76.3
Mun Svcs - Public Works Div	2,607,900.00	2,607,900.00	1,724,927.43	346,019.53	0.00	882,972.57	66.1
Dept: 572.000 Recreation							
500.311 Advertisements	3,150.00	3,150.00	1,170.60	0.00	0.00	1,979.40	37.2
500.342 Senior Rec. Ctr. Contract	79,631.00	79,631.00	53,918.04	6,177.58	0.00	25,712.96	67.7

REVENUE/EXPENDITURE REPORT

Page: 5
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.343 Beach Maintenance Contract	264,000.00	264,000.00	155,177.00	20,500.00	0.00	108,823.00	58.8
500.345 Contractual Services	26,500.00	26,500.00	0.00	0.00	0.00	26,500.00	0.0
500.347 Programs	20,000.00	20,000.00	4,184.60	0.00	0.00	15,815.40	20.9
500.430 Electric Service	800.00	800.00	319.51	34.83	0.00	480.49	39.9
500.460 Equipment Maintenance	8,000.00	8,000.00	6,564.08	0.00	0.00	1,435.92	82.1
500.469 Buoy Maintenance	9,000.00	9,000.00	2,350.80	0.00	0.00	6,649.20	26.1
500.495 Special Events	114,100.00	114,100.00	60,543.67	17,201.00	0.00	53,556.33	53.1
500.510 Office Supplies	600.00	600.00	621.44	0.00	0.00	-21.44	103.6
500.520 Bldg. Maintenance	44,500.00	44,500.00	12,433.09	74.42	0.00	32,066.91	27.9
500.536 Sea Oats	12,000.00	12,000.00	8,269.89	0.00	0.00	3,730.11	68.9
500.550 Operating Expenses	82,000.00	82,000.00	56,927.78	109.92	0.00	25,072.22	69.4
500.640 Capital Outlay - Equipt & Mach	32,500.00	32,500.00	28,034.30	1,537.50	0.00	4,465.70	86.3
Recreation	696,781.00	696,781.00	390,514.80	45,635.25	0.00	306,266.20	56.0
Dept: 581.100 Interfund Transfers							
500.997 To Fire Fund - Ocean Patrol	13,000.00	13,000.00	6,500.00	0.00	0.00	6,500.00	50.0
Interfund Transfers	13,000.00	13,000.00	6,500.00	0.00	0.00	6,500.00	50.0
Expenditures	13,345,354.00	13,345,354.00	8,309,782.18	1,113,927.82	26,412.32	5,009,159.50	62.5

REVENUE/EXPENDITURE REPORT

Page: 6
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	156.56	0.00	0.00	-156.56	0.0
Miscellaneous Revenues	0.00	0.00	156.56	0.00	0.00	-156.56	0.0
Revenues	0.00	0.00	156.56	0.00	0.00	-156.56	0.0

REVENUE/EXPENDITURE REPORT

Page: 7
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental								
Fund: 115 - Fire Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.203 Appropriation from Fire Fd/Veh R		231,393.00	231,393.00	0.00	0.00	0.00	231,393.00	0.0
Appropriated Fund Balance		231,393.00	231,393.00	0.00	0.00	0.00	231,393.00	0.0
Dept: 301.050 Fire Assessment								
311.200 Property Tax-Fire Assessment		1,033,754.00	1,033,754.00	1,020,345.95	35,275.56	0.00	13,408.05	98.7
Fire Assessment		1,033,754.00	1,033,754.00	1,020,345.95	35,275.56	0.00	13,408.05	98.7
Dept: 304.000 Charges for Services								
342.210 Fire Inspection Fees		33,000.00	33,000.00	35,036.74	75.00	0.00	-2,036.74	106.2
Charges for Services		33,000.00	33,000.00	35,036.74	75.00	0.00	-2,036.74	106.2
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings		2,000.00	2,000.00	5,553.38	397.22	0.00	-3,553.38	277.7
Miscellaneous Revenues		2,000.00	2,000.00	5,553.38	397.22	0.00	-3,553.38	277.7
Dept: 581.100 Interfund Transfers								
381.105 Transfer from General Fund		13,000.00	13,000.00	6,500.00	0.00	0.00	6,500.00	50.0
Interfund Transfers		13,000.00	13,000.00	6,500.00	0.00	0.00	6,500.00	50.0
Revenues		1,313,147.00	1,313,147.00	1,067,436.07	35,747.78	0.00	245,710.93	81.3
Expenditures								
Dept: 522.000 Fire Department								
500.151 Fire Dept Pension		6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services		10,000.00	10,000.00	7,770.50	0.00	0.00	2,229.50	77.7
500.320 Audit Expense		7,000.00	7,000.00	7,000.00	0.00	0.00	0.00	100.0
500.345 Contractual Services		849,106.00	849,106.00	566,070.64	70,758.83	0.00	283,035.36	66.7
500.624 Capital Outlay-Bldg. Improvemnt		369,041.00	369,041.00	9,129.50	0.00	0.00	359,911.50	2.5
500.644 Capital Outlay-Vehicles		50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.912 Transfer to General Fund		22,000.00	22,000.00	11,000.00	0.00	0.00	11,000.00	50.0
Fire Department		1,313,147.00	1,313,147.00	600,970.64	70,758.83	0.00	712,176.36	45.8
Expenditures		1,313,147.00	1,313,147.00	600,970.64	70,758.83	0.00	712,176.36	45.8

REVENUE/EXPENDITURE REPORT

Page: 8
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,700,000.00	1,700,000.00	0.00	0.00	0.00	1,700,000.00	0.0
380.204 Appropriated from El Mar Reser	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.0
Appropriated Fund Balance	2,000,000.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	3,130.00	3,130.00	16,088.61	898.24	0.00	-12,958.61	514.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	153,130.00	153,130.00	16,088.61	898.24	0.00	137,041.39	10.5
Revenues	2,303,130.00	2,303,130.00	16,088.61	898.24	0.00	2,287,041.39	0.7
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,000.00	29,000.00	19,267.95	2,286.15	0.00	9,732.05	66.4
500.210 Employer FICA Taxes	2,330.00	2,330.00	1,447.03	174.89	0.00	882.97	62.1
500.220 Retirement	7,300.00	7,300.00	8,425.90	936.04	0.00	-1,125.90	115.4
500.230 Group Insurance	4,500.00	4,500.00	2,990.51	402.90	0.00	1,509.49	66.5
500.315 Professional Services	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.497 Contingency	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
General	83,130.00	83,130.00	32,131.39	3,799.98	0.00	50,998.61	38.7
Dept: 519.153 Hibiscus- Seagrape to A1A							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Hibiscus- Seagrape to A1A	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 519.154 Neighborhood Street Lighting							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	4,350.00	4,350.00	0.00	95,650.00	4.4
Neighborhood Street Lighting	100,000.00	100,000.00	4,350.00	4,350.00	0.00	95,650.00	4.4
Dept: 519.162 Town Hall Complex							
500.631 Capital Outlay - ADA	65,000.00	65,000.00	0.00	0.00	63,543.00	1,457.00	97.8
Town Hall Complex	65,000.00	65,000.00	0.00	0.00	63,543.00	1,457.00	97.8
Dept: 534.169 A1A Commercial Street Lightin							
500.630 Cap Outlay Imp other than bldg	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.0
A1A Commercial Street Lightin	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.0
Dept: 545.161 Sidewalk Compliance Study							
500.630 Cap Outlay Imp other than bldg	20,000.00	20,000.00	13,056.60	0.00	0.00	6,943.40	65.3
Sidewalk Compliance Study	20,000.00	20,000.00	13,056.60	0.00	0.00	6,943.40	65.3
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	35,000.00	35,000.00	1,957.45	0.00	0.00	33,042.55	5.6
Dredging Study	35,000.00	35,000.00	1,957.45	0.00	0.00	33,042.55	5.6
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	700,000.00	700,000.00	39,810.39	0.00	0.00	660,189.61	5.7
East Terra Mar Drive	700,000.00	700,000.00	39,810.39	0.00	0.00	660,189.61	5.7
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Bel Air -Seawall Repair- East	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 576.115 Datura Portal							

REVENUE/EXPENDITURE REPORT

Page: 9
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental								
Fund: 300 - Capital Project Fund								
Expenditures								
Dept: 576.115 Datura Portal								
500.630	Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Datura Portal		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Dept: 576.129 Palm Club Sewer								
500.630	Cap Outlay Imp other than bldg	400,000.00	400,000.00	89,307.38	0.00	0.00	310,692.62	22.3
Palm Club Sewer		400,000.00	400,000.00	89,307.38	0.00	0.00	310,692.62	22.3
Dept: 577.100 Friedt Park								
500.630	Cap Outlay Imp other than bldg	0.00	0.00	0.00	0.00	12,815.01	-12,815.01	0.0
Friedt Park		0.00	0.00	0.00	0.00	12,815.01	-12,815.01	0.0
Dept: 579.169 Greenway- El Mar Drive								
500.630	Cap Outlay Imp other than bldg	300,000.00	300,000.00	1,560.00	800.00	0.00	298,440.00	0.5
Greenway- El Mar Drive		300,000.00	300,000.00	1,560.00	800.00	0.00	298,440.00	0.5
Expenditures		2,303,130.00	2,303,130.00	182,173.21	8,949.98	76,358.01	2,044,598.78	11.2

REVENUE/EXPENDITURE REPORT

Page: 10
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Net Effect for Governmental	0.00	0.00	3,476,360.48	-731,767.46	102,770.33	-3,373,590.15	
Fund Type: PROP PROPRIETARY							
Fund: 103 - Sewer Fund							
Revenues							
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	793,753.10	88,844.24	0.00	335,142.90	70.3
Charges for Services	1,128,896.00	1,128,896.00	793,753.10	88,844.24	0.00	335,142.90	70.3
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	5,266.37	314.16	0.00	-3,266.37	263.3
Miscellaneous Revenues	2,000.00	2,000.00	5,266.37	314.16	0.00	-3,266.37	263.3
Revenues	1,130,896.00	1,130,896.00	799,019.47	89,158.40	0.00	331,876.53	70.7
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	76,200.00	76,200.00	49,380.81	5,948.18	0.00	26,819.19	64.8
500.140 Overtime Salaries	5,000.00	5,000.00	1,881.25	0.00	0.00	3,118.75	37.6
500.210 Employer FICA Taxes	5,900.00	5,900.00	3,756.28	453.49	0.00	2,143.72	63.7
500.220 Retirement	13,500.00	13,500.00	7,714.46	924.87	0.00	5,785.54	57.1
500.230 Group Insurance	9,307.00	9,307.00	5,686.34	501.54	0.00	3,620.66	61.1
500.315 Professional Services	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
500.340 Sewer/Wastewater	672,500.00	672,500.00	578,204.18	135,881.16	0.00	94,295.82	86.0
500.345 Contractual Services	17,689.00	17,689.00	11,512.08	1,439.01	0.00	6,176.92	65.1
500.430 Electric Service	16,210.00	16,210.00	9,090.96	734.29	0.00	7,119.04	56.1
500.431 Water Service	360.00	360.00	95.78	0.00	0.00	264.22	26.6
500.459 Sewer Line Maintenance	12,500.00	12,500.00	80,155.93	2,000.00	0.00	-67,655.93	641.2
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	1,750.00	1,750.00	1,002.16	0.00	0.00	747.84	57.3
500.630 Cap Outlay Imp other than bldg	150,180.00	150,180.00	0.00	0.00	0.00	150,180.00	0.0
500.640 Capital Outlay - Equip & Mach	16,800.00	16,800.00	0.00	0.00	0.00	16,800.00	0.0
Sanitary Sewers	1,130,896.00	1,130,896.00	748,480.23	147,882.54	0.00	382,415.77	66.2
Expenditures	1,130,896.00	1,130,896.00	748,480.23	147,882.54	0.00	382,415.77	66.2

REVENUE/EXPENDITURE REPORT

Page: 11
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: PROP PROPRIETARY							
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	427,786.00	0.00	0.00	0.00	427,786.00	0.0
Appropriated Fund Balance	0.00	427,786.00	0.00	0.00	0.00	427,786.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	8,000.00	8,000.00	12,460.10	0.00	0.00	-4,460.10	155.8
Licenses & Permits	8,000.00	8,000.00	12,460.10	0.00	0.00	-4,460.10	155.8
Dept: 304.000 Charges for Services							
344.500 Parking Permits	130,000.00	130,000.00	86,713.06	2,091.00	0.00	43,286.94	66.7
344.520 Parking Agreements	62,962.00	62,962.00	62,962.50	0.00	0.00	-0.50	100.0
344.551 South Ocean	150,000.00	150,000.00	87,029.70	1,487.71	0.00	62,970.30	58.0
344.552 Ocean Front Meters	270,000.00	270,000.00	180,701.99	4,711.30	0.00	89,298.01	66.9
344.553 Commercial Blvd. Meters	200,000.00	200,000.00	108,765.87	1,029.61	0.00	91,234.13	54.4
344.554 Parking Meters - Beach	330,000.00	330,000.00	136,891.90	2,011.34	0.00	193,108.10	41.5
344.556 El Prado Parking Lot	301,000.00	301,000.00	189,821.45	1,535.49	0.00	111,178.55	63.1
344.558 Town Hall Parking Lot	15,000.00	15,000.00	4,789.63	269.55	0.00	10,210.37	31.9
344.559 El Mar Parking Lot	195,000.00	195,000.00	119,813.67	2,259.10	0.00	75,186.33	61.4
344.560 A1A Parking Lot	350,000.00	350,000.00	201,968.19	4,733.55	0.00	148,031.81	57.7
344.563 Bougainvillea/ Poinciana	90,000.00	90,000.00	59,083.26	1,728.95	0.00	30,916.74	65.6
344.564 Eastward Strand Parking Spaces	0.00	0.00	30,602.34	40.22	0.00	-30,602.34	0.0
Charges for Services	2,093,962.00	2,093,962.00	1,269,143.56	21,897.82	0.00	824,818.44	60.6
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	70,820.34	180.00	0.00	4,179.66	94.4
Fines & Forfeitures	75,000.00	75,000.00	70,820.34	180.00	0.00	4,179.66	94.4
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	19,597.23	1,124.18	0.00	-18,997.23	3266.2
Miscellaneous Revenues	600.00	600.00	19,597.23	1,124.18	0.00	-18,997.23	3,266.2
Revenues	2,177,562.00	2,605,348.00	1,372,021.23	23,202.00	0.00	1,233,326.77	52.7
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	151,670.00	151,670.00	94,679.44	11,711.38	0.00	56,990.56	62.4
500.140 Overtime Salaries	2,000.00	2,000.00	1,561.50	0.00	0.00	438.50	78.1
500.210 Employer FICA Taxes	11,650.00	11,650.00	7,006.35	874.32	0.00	4,643.65	60.1
500.220 Retirement	18,300.00	18,300.00	12,031.30	2,206.77	0.00	6,268.70	65.7
500.230 Group Insurance	38,298.00	38,298.00	25,672.42	2,962.13	0.00	12,625.58	67.0
500.315 Professional Services	0.00	0.00	7,000.00	7,000.00	0.00	-7,000.00	0.0
500.345 Contractual Services	356,617.00	356,617.00	174,153.25	512.86	0.00	182,463.75	48.8
500.353 Parking Alternatives	201,000.00	201,000.00	85,231.53	1,496.76	0.00	115,768.47	42.4
500.410 Communications	8,316.00	8,316.00	667.18	72.57	0.00	7,648.82	8.0
500.430 Electric Service	4,158.00	4,158.00	2,643.32	278.19	0.00	1,514.68	63.6
500.431 Water Service	16,500.00	16,500.00	12,154.40	1,148.92	0.00	4,345.60	73.7
500.445 Equip Rent/Lease	21,871.00	21,871.00	0.00	0.00	0.00	21,871.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	2,368.65	0.00	0.00	2,631.35	47.4
500.462 Fuel	600.00	600.00	2,129.97	90.52	0.00	-1,529.97	355.0
500.463 Service Maintenance Contracts	24,750.00	24,750.00	16,470.00	0.00	0.00	8,280.00	66.5
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	6,000.00	6,000.00	220.00	0.00	0.00	5,780.00	3.7
500.508 Postage	2,000.00	2,000.00	379.19	0.00	0.00	1,620.81	19.0
500.510 Office Supplies	1,000.00	1,000.00	272.93	0.00	0.00	727.07	27.3
500.525 Uniform Expense	1,665.00	1,665.00	818.54	0.00	0.00	846.46	49.2
500.532 Signs	8,000.00	8,000.00	5,971.44	0.00	0.00	2,028.56	74.6
500.533 Parking Meter Parts-Supplies	65,100.00	65,100.00	51,130.59	0.00	0.00	13,969.41	78.5
500.545 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	10,403.47	179.19	0.00	9,596.53	52.0
500.630 Cap Outlay Imp other than bldg	393,460.00	821,246.00	272,154.94	117,808.54	273,210.74	275,880.32	66.4

REVENUE/EXPENDITURE REPORT

Page: 12
7/14/2020
12:04 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 5/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: PROP PROPRIETARY							
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.640 Capital Outlay - Equipt & Mach	75,190.00	75,190.00	45,503.00	0.00	0.00	29,687.00	60.5
500.644 Capital Outlay-Vehicles	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
Parking Operations	1,478,645.00	1,906,431.00	830,623.41	146,342.15	273,210.74	802,596.85	57.9
Dept: 581.100 Interfund Transfers							
500.912 Transfer to General Fund	698,917.00	698,917.00	349,458.50	0.00	0.00	349,458.50	50.0
Interfund Transfers	698,917.00	698,917.00	349,458.50	0.00	0.00	349,458.50	50.0
Expenditures	2,177,562.00	2,605,348.00	1,180,081.91	146,342.15	273,210.74	1,152,055.35	55.8
Net Effect for PROPRIETARY	0.00	0.00	242,478.56	-181,864.29	273,210.74	30,732.18	
Grand Total Net Effect:	0.00	0.00	3,718,839.04	-913,631.75	375,981.07	-3,342,857.97	



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

June 23, 2020 Town Commission Meeting Minutes

June 30, 2020 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

Explanation:

Approval of minutes:

June 23, 2020 Town Commission Meeting

June 30, 2020 Special Town Commission Meeting

Recommendation:

Approve/Accept

Attachments:

1. June 23, 2020 Town Commission Meeting
2. June 30, 2020 Special Town Commission Meeting

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 23, 2020
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:31 p.m. Also present via teleconference were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, 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, Development Services Director Linda Connors, Public Information Officer Steve d’Oliveira, Senior Office Specialist Lisa Slagle, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION – Moment of Silence

All present observed a moment of silence in memory of Bud Bentley.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Town Manager Bill Vance requested that Item 13.b be deleted from the Agenda.

5. PRESENTATIONS

5.a Presentation of the Comprehensive Annual Financial Report (Lucila Lang, Finance Director)

David Caplivski of Grau and Associates provided a brief presentation on the Comprehensive Annual Financial Report (CAFR). The Town received an unmodified opinion on its financial statements. As of September 30, 2019, the balance sheet showed a total net position of governmental activities at \$33.4 million and a total net position of business activities at \$19.7 million. The General Fund had an end balance of \$8,386,635. The Internal Control Report did not identify any deficiencies considered to be internal weaknesses. There were no findings for the current year.

The Commission accepted the CAFR by unanimous consensus.

6. PUBLIC COMMENTS

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, extended her condolences to the family of former Town Manager Bud Bentley

With no other individuals submitting comments at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

7.a AMR May 2020 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

8.a June Finance Report (Lucila Lang, Finance Director)

In addition to the written report, Finance Director Lang advised that the Town has generated nearly \$77,000 thus far in business income, which is 96% of the budget for fiscal year (FY) 2019-20. The General Fund contains roughly \$8.4 million, with \$4 million in expenses anticipated through the remainder of the current fiscal year.

With regard to the Truth in Millage (TRIM) process, the Town will receive adjusted figures on July 1, 2020. The Town then has 35 days to provide millage rate information to the Broward County Property Appraiser's Office, including the dates of public budget meetings.

The Commissioners accepted the report without discussion.

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

Assistant to the Town Manager Neysa Herrera reported that on June 18, 2020, the Broward County Board of County Commissioners approved the first cycle of surtax funding for municipal capital projects, including \$240,000 for the design phase of El Mar

Drive improvements. The next step includes an inter-local agreement between the Town and the County.

Broward County has released Emergency Order 20-17, which requires retail businesses and restaurants to post signage related to social distancing and face coverings throughout their establishments. Signs are available on the Broward County website in English, Spanish, and Creole. Most restaurants have already posted these signs.

Broward County Commissioner Lamar Fisher was the guest speaker at the June 12, 2020 webinar hosted by the Lauderdale-By-The-Sea Chamber of Commerce and the Lodging Association. Broward County Commissioner Chip LaMarca spoke at the June 19 webinar regarding local use of state resources.

Downtown Lauderdale-By-The-Sea employees who need to apply for parking permits may do so by phone at (954) 640-4200. Permits will be delivered to their places of employment.

In addition to funding available through the Broward Metropolitan Planning Organization (MPO), other funding opportunities are available to the Town, including the FY 2020 Coronavirus Emergency Supplemental Funding. The Town is eligible for \$50,000 in grant monies related to the prevention of and response to COVID-19. The Town has submitted an application to this grant program.

The 2020 U.S. Census is ongoing, and all residents are strongly encouraged to fill out their forms. The Census deadline has been extended through October 31, 2020.

Short-term vacation rental operations were permitted to resume on June 15, 2020 under Broward County Emergency Order 20-15. Code Enforcement Staff is in communication with these operators to guide them through the reopening process. Staff will offer a series of workshops to inform operators of guidelines. Additional information is available at bethanyb@lbts.gov or (954) 640-4220.

180 responses were received for the Pedestrian and Bicycle Circulation Enhancement Plan survey, which was posted on the Town's website. Data is now being analyzed by the Town's consultant.

The bathometric survey for a dredging study has been completed, and initial review of this survey did not reveal any immediate areas of concern. The benthic survey, which will assess the health of coastal waters, has not yet been scheduled, but is anticipated

within the next 90 days. The Chappelle Group, which is the Town's consultant, is compiling preliminary information regarding dredging quantities.

Grading for the Friedt Park courtyard improvements has been completed and paving is underway, with completion anticipated within one week. Other capital projects include:

- Delivery of the wheel loader approved by the Town Commission
- Replacement/replanting of Downtown landscaping
- Patriotic Town decorations in honor of the July 4 holiday
- Cleaning of the Terra Mar storm sewer system
- Paver maintenance on Sea Grape Drive

Public Information Officer/Information Technology (IT) Administrator Steve d'Oliveira is working to compile the July/August/September 2020 issue of *Town Topics*, which will be available in early July.

On June 9, 2020, a Town photo shoot was organized to show visitors that the Town's restaurants and businesses are safe. Special Projects Coordinator Debbie Hime has coordinated this project.

The Commissioners accepted the report without discussion.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that the Governor's Office has issued an Emergency Order extending municipalities' ability to hold virtual meetings through August 1, 2020.

The Town is in continued dialogue with FDG South regarding settlement of the foreclosure litigation. A Special Town Commission Meeting is tentatively scheduled for June 30, 2020, at 6 p.m. This will include a public hearing regarding the settlement.

10. APPROVAL OF MINUTES

10.a June 9, 2020 Town Commission Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

11.a HR Compensation Consultants, LLC Proposal for Market Study) (Lisa Slagle, Senior Office Specialist)

Senior Office Specialist Lisa Slagle advised that HR Compensation Consultants has completed a study of all the Town's job descriptions, which are now compliant with the requirements of the Americans with Disabilities Act (ADA) and have been approved by legal counsel. The next step will be review of pay ranges.

Town Manager Vance stated that the conclusion of the compensation study is expected to occur during the budget process. The study is intended to establish a benchmark to be used in the future.

Town Attorney Trevarthen read the title into the record at this time:

A Resolution of the Town of Lauderdale-By-The-Sea, Florida, approving the amendment to the agreement with HR Compensation Consultants, LLC to provide for a compensation market study; authorizing execution of the amendment; providing for severability and for an effective date.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a August Meeting Schedule (Tedra Allen, Town Clerk)

The Commissioners tentatively confirmed July 21, 2020 as their regular meeting date for that month, with the next regular meeting date for August 2020 to be confirmed at the time of the July meeting.

13.b Waiver of Lien Release Application Fee – 1931 Waters Edge (Linda Connors, Development Services Director)

This Item was deleted from the Agenda and will be addressed administratively.

14. COMMISSIONER COMMENTS

The Mayor, Vice Mayor, and Commissioners expressed their sympathies for the recent passing of former Town Manager Bud Bentley, who served the Lauderdale-By-The-Sea community for several years.

Commissioner Strauss urged residents to wear masks in public and support local retail and restaurants.

Vice Mayor Oldaker advised that he represented the Town at a recent Chamber of Commerce meeting at which funding information was shared and discussed.

Mayor Vincent reported that he and other Broward County mayors and officials have had extensive discussions regarding the response to the growing number of COVID-19 cases in South Florida. All must be vigilant in ensuring that current guidelines are followed. Broward County will issue a new Emergency Order to provide Code Enforcement and local Police with greater leverage to ensure compliance with CDC standards. This order is expected to take effect on Friday, June 26, 2020. The Mayor thanked all involved in the ongoing efforts against the pandemic.

15. ORDINANCES 1ST READING

- 15.a Ordinance 2020-06: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2, "ADMINISTRATION," ARTICLE 2, "TOWN COMMISSION," BY CREATING SECTION 2-27 "WAIVER OF CODE REQUIREMENTS"; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

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

Development Services Director Linda Connors stated that Staff has looked into actions they can take during the COVID-19 pandemic to assist businesses and residents. These opportunities may only be realized if certain Code requirements are relaxed. Staff does not wish to make Ordinance Amendments, but hopes to achieve greater flexibility.

Development Services Director Connors noted that Town Code establishes a time frame in which notice must be sent for business tax receipt (BTR) renewals, as well as deadlines for the application of late fees. Under current circumstances, Staff feels these time frames may be relaxed. The proposed Ordinance would allow the Commission to waive Code requirements by Resolution for a maximum six-month time frame. The second reading of Ordinance 2020-06 would be set for the July 21, 2020 meeting.

Vice Mayor Oldaker asked if the proposed waiver would apply to the entire Code or if it would be applicable within certain parameters. Town Attorney Trevarthen explained that the waiver would function within parameters, including:

- The Commission must identify the extraordinary circumstance that calls for the Code waiver
- Relief from Code must be applied equitably to all similarly situated entities
- The Commission may establish a shorter time frame than six months for deviation from Code
- The waiver may be restricted to financial or regulatory relief

Commissioner Oldaker asked if it might be possible for this Ordinance to undergo its second reading sooner than July 21. Town Attorney Trevarthen replied that this would require a special meeting with 10 days' advertisement of the second reading. Development Services Director Connors noted that BTR renewals are scheduled to be sent out in July, which would make the July 21 meeting appropriate.

Mayor Vincent emphasized that the ability to "fast-track" important waivers to Ordinances would not be undertaken lightly; however, important issues may arise which need to be addressed quickly by Resolution. Town Attorney Trevarthen pointed out that extraordinary circumstances may require timely action. It was also noted that restrictions on use of the proposed Ordinance may be tightened, such as a shorter maximum time frame. She strongly recommended that the Ordinance be treated with care.

Commissioner Sokolow pointed out that the Commission would be able to define extraordinary circumstances, which could include natural disasters as well as the COVID-19 pandemic; furthermore, the Ordinance would simply shorten the time frame in which action may be taken. He was in favor of the proposal.

Commissioner Malkoon observed that existing State and County Emergency Orders already permit the Town to take emergency action as necessary. He felt the proposed Ordinance should include an expiration date. Town Attorney Trevarthen noted that each

exercise of power would be limited to a six-month maximum, and agreed that the Ordinance itself could be scheduled to sunset by a certain date. She added that current funding programs and other forms of relief are only possible under a state of emergency, but it is not known how long the current emergency may continue.

Town Manager Vance stated that the proposed Ordinance guarantees the Commission's involvement with unique situations that may arise, including their ability to negotiate time frames and terms of potential agreements and establish other parameters as necessary.

Development Services Director Connors cautioned that if the Ordinance establishes its own sunset date, this could prevent its use in other emergency situations, such as a hurricane.

Vice Mayor Oldaker commented that the Ordinance could be applicable to issues such as signage as well as to fees. He pointed out, however, that there could be unforeseen circumstances to the Ordinance.

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

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

Town Manager Vance stated that Staff hopes to continue use of water barriers in the Downtown area for at least another 30 days. They will produce any documentation necessary for this budget transfer at the July 21 meeting.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
June 23, 2020

With no other business to come before the Commission at this time, the meeting was adjourned at 7:50 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 30, 2020
6:00 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:00 p.m. Also present via teleconference were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, 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, Development Services Director Linda Connors, Senior Code Inspector Bethany Banyas, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. DISCUSSION ITEMS

**3.a Interlocal Agreement with Broward County related to COVID-19
Emergency Order Enforcement (Linda Connors, Development
Services Director)**

Town Attorney Susan Trevarthen read the following Resolution into the record:

A Resolution of the Town of Lauderdale-By-The-Sea, Florida, authorizing the Town Manager to execute an interlocal agreement with Broward County for enforcement of the provisions of the County COVID-19 Emergency Orders and Section 8-56 of the County Code of Ordinances within the Town’s boundaries; directing the appropriate Town officials to execute the agreement; providing for severability and for an effective date.

Development Services Director Linda Connors explained that Broward County has asked its municipalities to enter into an interlocal agreement for the enforcement of Executive Orders related to the COVID-19 pandemic. The Order provides \$1500/month to the Town for their assistance in enforcement. The Town has already received complaints through Broward 3-1-1 and is required to respond to them. The Town will bill Broward County on a monthly basis, and the County will provide the \$1500/month through December 2020.

Town Attorney Trevarthen added that the Town has three options for the disposal of a complaint:

- Report that the complaint is unsubstantiated
- Report that a warning was given
- Report that the appropriate party has been cited

The amount of funding provided to the Town through the County is proportionate to its population. Development Services Director Connors further clarified that the Town will also log in any complaints received outside the 3-1-1 system. This is to ensure that all complaints related to the pandemic are listed together. Mayor Vincent emphasized that the Town will maintain home rule and work collaboratively with its businesses to ensure enforcement.

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

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

3.b Resolution Approving Proposed Settlement of Florida Development Group Lien Foreclosure Litigation (Susan Trevarthen, Town Attorney)

Town Attorney Trevarthen read the following Resolution into the record:

A Resolution of the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, approving the settlement of its foreclosure litigation against Florida Development Group; authorizing the Town Manager to execute the agreement; and authorizing the Town Manager and Town Attorney to take all actions necessary to obtain execution of and implement the agreement; and providing for an effective date.

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, thanked the Town Commission for bringing this issue to resolution

- Lou G. (full name not provided), resident, encouraged the Town to turn the Florida Development Group (FDG) parcel into a community park with open green space

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

Town Attorney Trevarthen advised that the Resolution addresses a specific lawsuit filed on the Town's behalf in December 2018. This suit included foreclosure action, as the property had accrued over \$7 million in Code Enforcement liens beginning under a previous owner. The foreclosure was filed as a means to prompt action by the owner. The properties, informally known as the Holiday Inn and Villa Caprice properties, are at the south end of El Mar Drive on the east and west sides of the street.

Town Attorney Trevarthen briefly reviewed the site's history under FDG, which purchased the property in 2014, made a \$300,000 payment toward the lien, and requested additional lien mitigation. The mitigation was conditional upon the application of \$300,000 toward existing liens; however, these liens were not lifted, as FDG did not meet the required schedule for redevelopment.

The Town recently negotiated a settlement through mediation, with Commissioner Strauss serving as Town Commission Liaison during these negotiations. The Town obtained payment of the settlement sum into escrow prior to tonight's meeting. The amount included an additional \$87,000 as a surety for the restoration of the property.

Sam Zeskind of Weiss Serota Helfman Cole & Bierman reviewed the settlement, which includes payment of a settlement sum of \$1.65 million to the Town. Should the Commission approve the settlement at tonight's meeting, the \$1.65 million would be released from escrow and paid to the Town within three business days.

Another aspect of the settlement addresses demolition and restoration. FDG has agreed to provide the Town with a performance bond guaranteeing demolition by December 2020. If FDG fails to accomplish this, the Town could use the surety to cover the costs of hiring a contractor to complete demolition. If FDG fails to meet obligations under the bond, the agreement permits the Town to enter the property, complete the demolition, and expect FDG and the surety to recover its costs.

Attorney Zeskind noted that restoration work, including landscaping and fencing, is not covered by the performance bond. To provide security to the Town, \$83,750 is

earmarked to cover the two restoration contracts into which FDG has entered. This amount is already in escrow. Invoices for restoration work would be submitted to the escrow agent for payment. Should FDG fail to perform restoration work, the Town may use the remaining escrow funds for this purpose.

At the conclusion of the settlement, all liens and other fines related to the FDG properties will be released, and all violations on the property will be recorded as having been brought into compliance. This does not preclude the Town from future enforcement of its Code, should new violations on the properties arise after the agreement is completed.

Town Attorney Trevarthen advised that the property in question is privately owned and the Town will not own it following completion of the settlement.

The Commissioners discussed the presentation, with Vice Mayor Oldaker requesting clarification of the timeline for demolition. He recalled that in the past, emergency declarations from the Governor's Office have allowed for the extension of permits beyond their original time frame. Town Attorney Trevarthen confirmed the statute in question applies to development permits and orders, which means permits for the subject property may be subject to extension; however, this is one reason the Town's representatives ensured a schedule was part of the agreement. This is an enforceable promise that the demolition will be performed on time.

Commissioner Malkoon commented that most of the comments he has heard from residents have been positive. The Town is settling for a lesser amount of money than the total, as the intent of Code Enforcement is to bring properties into compliance.

Commissioner Sokolow noted that in addition to the \$1.65 million settlement, the Town has collected approximately \$300,000 from an earlier settlement, totaling roughly 25% of the total fines. Two separate contracts are in place for the landscaping, irrigation, and fencing associated with restoration. FDG will be responsible for any cost overruns, and has approximately five months to complete demolition and restoration.

Mayor Vincent observed that once structures on the subject property are demolished, any buildings planned there are limited to the current legal height limits, with no further legal nonconforming use. The Mayor, Vice Mayor, and Commissioners expressed their thanks to Town Staff and the Attorneys for their work in negotiating the settlement.

At this time Mayor Vincent opened public comment. Town Clerk Allen read the following public comment:

- Mark Stern, resident, stated that he was supportive of the proposed settlement, and suggested that a portion of the fines collected should go toward improvement of the roadway at the Palm Avenue Portal and the sidewalks on El Mar Drive

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

4. ADJOURMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:43 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: 7/21/2020

Submitted by: Ken Rubach, Municipal Services Director

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section:

Subject Title: Resolution 2020-26, Approving Temporary Work Easement for the Purpose of Beach Re-nourishment.

Explanation:

Broward County plans to start construction of the Rehabilitation Project of Segment II of the Broward County Shore Protection Project (the "Project"), which includes Pompano Beach, Lauderdale-By-The-Sea, and Fort Lauderdale, beginning this Fall. This Project is estimated to place between 300,000 to 400,000 cubic yards of upland sand along the shoreline. In discussions with Broward County, they believe the Project within Town limits will start in December of 2020 and be completed by April 30, 2020. The Project area has undergone three sand placement events in 1970, 1983, and 2016. The Segment II Project area experiences relatively mild erosion rates (approximately -1.3 ft/yr), which has allowed longer re-nourishment intervals.

In order for the construction to proceed, the County will need access to bring sand and equipment onto the beach and has requested a temporary work easement for this purpose at the Palm Ave Portal. The County will be responsible to repair or replace any items (hardscape, landscape, structures) that are damaged and restore the area to its previous condition or better. The Town Attorney's office has reviewed the agreement and worked with the County to modifications that were agreeable to both parties.



Photo of the previous re-nourishment project at the Palm Ave Portal

Recommendation: Staff recommends the Commission adopt Resolution 2020-26, approving the temporary easement agreement for the purpose of beach re-nourishment.

Attachments:

EX 1- Resolution 2020-26
EX 2 - Easement Agreement

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RESOLUTION 2020-26

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A TEMPORARY WORK EASEMENT AGREEMENT WITH BROWARD COUNTY FOR THE BEACH RE-NOURISHMENT PROJECT; AUTHORIZING EXECUTION OF THE TEMPORARY WORK EASEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11 **WHEREAS**, Broward County plans to start construction of the Rehabilitation Project of
12 Segment II of the Broward County Shore Protection Project (the “Project”), which includes
13 Pompano Beach, Lauderdale-By-The-Sea, and Fort Lauderdale, beginning this Fall; and

14 **WHEREAS**, the Project is estimated to place between 300,000 to 400,000 cubic yards of
15 upland sand along the shoreline; and

16 **WHEREAS**, in order for the construction to proceed, the County will need access to bring
17 sand and equipment onto the beach and has requested a temporary work easement for this purpose
18 at the Palm Ave Portal; and

19 **WHEREAS**, the Project area has undergone three sand placement events in 1970, 1983,
20 and 2016; and

21 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town to
22 approve the Temporary Work Easement Agreement with Broward County for the Project, in the
23 form attached hereto as Exhibit “A.”

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

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

28 **Section 2.** The Town Commission hereby approves the Temporary Work Easement
29 Agreement with Broward County for the Project, attached as Exhibit “A.”

30 **Section 3.** The Town Commission hereby authorizes the City Manager to execute the
31 Temporary Work Easement Agreement with Broward County for the Project, in substantial
32 conformity with Exhibit “A,” together with such non-substantial changes as are acceptable to the
33 Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. 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 5. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 21st day of July, 2020.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Tedra Allen, Town Clerk, CMC

Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

TEMPORARY WORK AREA EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by and between the Town of Lauderdale-By-The-Sea, whose post office address is 4501 North Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 ("GRANTOR"), and BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301, ("GRANTEE").

WITNESSETH

WHEREAS, GRANTOR is the owner of property situate in Broward County, Florida, and described in Exhibit "A," attached hereto and made a part hereof ("Property").

WHEREAS, GRANTEE desires a temporary easement for the purpose of having access for ingress and egress in, over, under, through, upon and/or across said Property for the purpose of performing all activities, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Rehabilitation Project of Segment II of the Broward County Shore Protection Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way (the "Activities"); reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

WHEREAS, GRANTOR is willing to grant such an easement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants each to the other running and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE hereby declare as follows:

1. **Recitals.** The foregoing recitals contained in the above WHEREAS clauses are true, accurate and correct and are incorporated herein by reference.
2. **Grant of Easement.** GRANTOR hereby grants unto GRANTEE, United States of America, and their respective agents, contractors, subcontractors, and assigns, a temporary unrestricted construction easement ("Easement"), in, over, under, through, upon and /or across the Property for the Activities, together with the right of ingress and egress.

The grant of said Easement as described herein, is for the purpose of having access for ingress and egress in, over, under, through, upon and/or across said Property in order to perform the Activities in connection with the Project.

3. **Obligation to Restore.** If the Property or any property located thereon is damaged by GRANTEE or GRANTEE's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the Property, GRANTEE shall, at its expense, promptly and with due diligence restore and repair the damaged portion(s) of the Property or property located thereon to the same condition as existed prior to GRANTEE's use of the Property.
4. **Indemnification.** To the extent permitted by law, and subject to the limitations contained in Section 768.28, Fla. Stat., as may be amended from time to time, GRANTEE shall indemnify, defend and forever hold GRANTOR harmless from and against any and all claims, liabilities, claims of liens, demands, damages, losses, costs and expenses (including, without limitation, all claims of damage or injury to person (including loss of life and property), including specifically any loss arising due to Project work. The indemnification provided herein shall survive the termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the GRANTOR of any immunity to which it is entitled by law, including but not limited to the GRANTOR's sovereign immunity as set forth in Section 768.28, Florida Statutes.
5. **Term.** This Easement shall expire upon the completion of the construction of the Project.
6. **Severability.** If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.
7. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Florida, without regard to the conflict of laws principles thereof.
8. **Exhibits.** All Exhibits referenced herein as attached hereto shall be deemed incorporated herein by reference.
9. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

IN WITNESS WHEREOF, the said parties of the first part have signed this Easement in the presences of the following witnesses on the ____ day of _____, 2020.

Signed, sealed and delivered
In the presences of:

ATTEST:

WITNESS:

GRANTOR

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By: _____
Name: _____
Title: _____
Date: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

Notary Public

Print Name



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Lucila Lang, Finance Director

Submitting Department: Finance Department

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Lauderdale-By-The-Sea Volunteer Fire Department Purchase (Lucila Lang, Finance Director/Chief Judson Hopping, VFD)

Explanation:

VFD has budgeted \$50,000 in Capital Outlay-Vehicles for the purchase of a new Ranger. The base cost of the Ranger is \$16,806.72 plus some additions and installation will bring the total to \$18, 210.92.

Recommendation:

Recommend the Commission to approve this purchase.

Attachments:

1. Polaris Quote



POLARIS
SALES INC.

Polaris Sales Inc

2100 Hwy 55, Medina (Hamel), MN 55340

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

QUOTE

gov.info@polaris.com

www.polaris.com

Contact
Information:

Name:

Email:

Phone:

Fax:

Quote Number: QUO-13701-C0P8Z9

Revision #: 0

Date: 3/26/2020 2:11 PM

Quote Expires: 4/25/2020

Bill To:

LAUDERDALE BY THE SEA
4513 OCEAN BLVD

LAUDERDALE BY THE SEA,
FL 33308

Ship To:

LAUDERDALE BY THE SEA
4513 OCEAN BLVD

LAUDERDALE BY THE SEA, FL
33308

Contract Name: Polaris Direct

Contract #:

Expiration Date:

Cage: 3FP69

Duns#: 123399383

Tax ID#: 41-1921490

Customer#: 8694200

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

Item #	QTY	Description	MSRP	Discount Price	Extended
R20RSE99AA	1	RANGER Crew XP 1000 Premium, Matte Sagebrush Green - 49 State	\$18,099.00	\$16,806.72	\$16,806.72
2882911	1	1000 Poly Sport Roof	\$329.99	\$275.96	\$275.96
2882711	1	1000 Polaris Dual Speed Pro HD 4500 LB Winch (synthetic rope) - 1000 req Front Brushguard	\$849.99	\$710.82	\$710.82
2882531	1	XP 1000 Upper Front Brushguard (1000 / Crew 1000 req 2884123)	\$259.99	\$217.42	\$217.42

Comments:

SUBTOTAL	\$18,010.92
INSTALL*	\$200.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$18,210.92

*Installation Pricing is Open Market

Acceptance and Payment Information



POLARIS
SALES INC.

Polaris Sales Inc

2100 Hwy 55, Medina (Hamel), MN 55340

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

QUOTE

gov.info@polaris.com

www.polaris.com

Wire Payment:

US Bank

602 2nd Ave South

Minneapolis, MN 55402

Phone: 1-888-799-4737

ABA#: 091 000 022

Acct#: 1 702 2513 9170

Ref: Polaris Direct Polaris Ranger XP1000EPS

PO#:

Ship To Address:

Name:

Address:

Address:

Address:

City, State & ZIP:

Contact Name:

Phone:

Alternate Contact Name:

Alternate Phone:

Email:

Billing Address:

Name:

Address:

Address:

Address:

City, State & ZIP:

Contact Name:

Phone:

Alternate Contact Name:

Alternate Phone:

Email:

Credit Card Holder:

Credit Card Type: VISA / Mastercard

Card Number:

Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____



RANGER XP® 1000 EPS



ENGINE	Engine Type	4-Stroke Twin. Cylinder DOHC
	Horsepower	999cc
	Displacement	82 HP
	Fuel System / Battery	Electronic Fuel Injection
	Cooling	Liquid
DRIVE TRAIN	Transmission / Final Drive	Automatic PVT H/L/N/R/P; Shaft
	Drive System	High Performance On-Demand True AWD/2WD/VersaTrac Turf Mode
	Engine Braking System	Engine Braking System (EBS)
SUSPENSION	Front Suspension	Dual A-Arm 11.0" (27.94 cm) Travel
	Rear Suspension	Dual A-Arm, IRS 11.0" (27.94 cm) Travel
BRAKES	Front / Rear Brakes	4-Wheel Hydraulic Disc with Dual-Bore Front Calipers
	Parking Brake	Park In-Transmission
TIRES AND WHEELS	Front Tires	27 x 9-12; Maxxis MU51
	Rear Tires	27 x 11-12; Maxxis MU52
	Wheels	Aluminum Black Xcelerator 2.0

DIMENSIONS / CAPACITIES	Wheelbase	81 in. (206 cm)
	Dry Weight	1,565 lb (709.87 kg) [CA: 1,570 lb]
	Overall Vehicle Size (L x W x H)	120 x 62.5 x 77 in. (305 x 158 x 196 cm)
	Ground Clearance	13 in. (33 cm)
	Seating Capacity	3
	Fuel Capacity	11.5 Gal. (43.5 L)
	Bed Box Dimensions (L x W x H)	36.75 x 54.25 x 12.5 in. (93.3 x 137.8 x 31.75 cm)
	Front / Rear Rack Box Capacity	N.A./1,000 lb (453.6 kg) [600 lb on CA]
	Payload Capacity	1,500 lb (680.4 kg) [1100 lb on CA Models]
	Hitch Towing Rating	2,500 lb (1,133.9 kg)
FEATURES	Hitch / Type	Standard/2" Receiver
	Cargo System/Cab	Lock & Ride
	Lighting	55W low/ 60W high, LED Tail
	Electronic Power Steering	Standard
	Adjustable Driver's Seat	Standard
	Tilt Steering	Standard
	Instrumentation	Dual-sweep Analog Dials w/ 4" LCD Rider Information Center: User Selectable Blue/ Red Backlighting & Brightness, Programmable Service Intervals, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Voltmeter, Service Indicator and Codes, Seat Belt Reminder, DC Outlet
	Colors	



Town Commission Agenda Item Report

Meeting Date: July 21, 2020
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type: Consent
Agenda Section: Consent

Subject Title: Conceptual Communications Work Authorization #4 for Professional Services

Explanation: At the October 22, 2019 meeting, the Commission approved Work Authorization #3 (Exhibit 1) in the amount of \$39,500 for Professional Services provided by Conceptual Communications through our Strategic Marketing Plan Agreement for FY20.

We now realize that our original request for Professional Services from Conceptual Communications was low, as we are currently at \$32,049 through June invoices. With three months left in FY20, we are requesting your consideration for Work Authorization #4 in the amount of \$13,000. These funds are available in our FY20 budget (001.519.100) and have been included in our year-end estimates.

This year has given us a new perspective on communicating in an unprecedented environment, and appreciate your understanding and support to continue to move forward as needed.

Recommendation: Per LBTS Purchasing Manual Guidelines, allow Town Manager to approve Work Authorization #4 in the amount of \$13,000 for Professional Services to be provided by Conceptual Communications in FY20.

Attachments:

1. 10-19-20 Agenda Memo and Work Authorization #3
2. Work Authorization #4 Conceptual Communications



Item No. _____

Agenda Memorandum

Office of the Town Manager

Department

Debbie Hime

Special Projects Coordinator

COMMISSION MEETING DATE: October 22, 2019

ITEM CATEGORY: Old Business

SUBJECT TITLE: Implementation of Town's Strategic Marketing Plan by Conceptual Communications FY20

EXPLANATION: At the July 24, 2018 meeting, the Commission approved the Town's new three-year Strategic Marketing Plan (Plan) (**Exhibit 1**) prepared by Conceptual Communications (CC).

The Work Authorization #3 (**Exhibit 2**) is for Conceptual Communications to implement the second year of the plan. The Work Authorization in the amount of \$39,500 includes FY20 budgeted professional services that will:

Continue to reinforce our partnerships with TripAdvisor, sunny.org/GFLCVB, Visit Florida

Assist and create press opportunities to promote the Town

Social Media paid and organic planning and management

Implement and report on survey findings

Develop new branding and strategy initiatives

Conceptual Communications is proposed to present an update of FY19 initiatives and general overview of FY20 plan a future meeting.

RECOMMENDATION: Authorize Town Manager to execute Conceptual Communications' Work Authorization #3 for the FY20 Plan.

Exhibits: 1. Three Year Strategic Marketing Plan

2. Conceptual Communications Work Authorization #3

Reviewed by Town Attorney:

☐	Yes	☒	No
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Agenda Memorandum

Page 2



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WORK AUTHORIZATION NO. 3

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

For

IMPLEMENTATION OF SOCIAL MEDIA,
RESEARCH, PR, AND DIGITAL ADVERTISING IN
2nd YEAR OF THREE-YEAR STRATEGIC MARKETING PLAN

Contactor's Address: Conceptual Communications, LLC 901 Progresso Drive, Suite 210 Fort Lauderdale, Florida 33304			
Solicitation Name and No.: RFP 17-08-01 Agreement Description: Implement 2 nd Three Year Strategic Marketing Plan		Work Authorization No.: 3 Effective Date: 10/1/2019	
Purchase Order No.:		Budget \$39,500.00	
Task Description: Implement areas of the 2 nd year of Town's three-year Strategic Marketing Plan as outlined in FY20 Budget			
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in the attached Exhibit A (Scope of Services), and the work will be completed on or before September 30, 2020 as detailed in Exhibit "B" (Deliverables, Costs, Schedule).			
The total amount or the limiting amount of the compensation will be: \$23,375.00 as shown below unless additional services are authorized by the Town in writing.			
	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Implement Social Media, Digital Marketing, PR, Research & Consultation Svcs.	Invoiced Hourly, up to	\$39,500	001-519.100.500.315
Total		\$39,500	

Other Notes:

This Work Authorization is subject to the same terms and conditions of the professional services agreement dated January 16, 2019.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

William Vance, Town Manager

(Signature)

(Date)

Tedra Smith, Town Clerk

(Signature)

(Date)

Contractor Acceptance:

Laurie Menekou

President, Conceptual Communications, LLC

(Signature)

(Date)

Scope of Services

FY 20 Strategic Marketing Plan Projects

Exhibit A

Scope of Services

Implementation of Strategic Marketing Plan FY20

1. General Destination Marketing Consultation: Advice related to tie current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations.
2. Professional Implementation Assistance: Assistance in managing and updating the Town's three-year strategic marketing plan as the market adjusts to new strategies.
3. Create Digital and Print content as directed in the Town's three-year strategic marketing plan that complements Town's branding and voice.
4. Branding/Artwork: Develop creative concepts and products with Town's designer in alignment with Town's branding for campaigns and tactics outlined in the Plan such as: print newsletters, brochures, banners, flyers, slide presentations, videos, website banners, and any other informational literature or multi-media presentations.
5. Traditional Media: Plan, negotiate and implement co-operative destination marketing media buys, which may include hotel and business cooperatives, as outlined in the Plan.
6. Digital Marketing: Develop, implement and measure tactical Internet plans as outlined in the Plan. This may include outreach targeted at businesses, tourism, website blog, online communities and other digital communication channels, based on Town priorities, such as Trip Advisor, Google My Business, Google Ads, Retargeting, Instagram, Twitter, Sunny.org, Visit Florida, as well as search engine optimization and related search engine indexing tactics.
7. Email List Management and Deployment: Manage all aspects of the email marketing system as outlined in the Plan, This may include data management, such as segmenting, updating, and deployment to various targets, such as Town residents, businesses' calls to action, newsletter Sign ups, and Visit Florida inquiries.
8. Surveying/Polling: Develop and administer online and in person surveys as outlined in the Town's three year strategic marketing plan.
9. Web Mastering Services: Conduct applicable website updates and maintenance as requested, associated with tactics outlined in the Town's three-year strategic marketing plan.
10. Media Communications: Plan, create, manage and measure public relations services that effectively and efficiently work to accomplish the goals established in the Town's three-year strategic marketing plan. This may include pitching stories and FAM trips related to Town publications, Internet sites, influencers, bloggers, and other tourism outlets.
11. General Destination Marketing Consultation Provide recommendations related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations as they relate to the effectively implementing the Town's three-year strategic marketing plan.

Deliverables, Costs and Schedule
FY20 Strategic Marketing Plan Projects

1. Branding and Strategy Implementation	\$5,000.00
2. Program Planning/Account Management	\$5,500.00
3. Public Relations Gen \$5k, Niche Mkts \$5k, Social Infl. Coord \$6k	\$16,000.00
4. Survey Implementation and Reporting	\$6,500.00
5. SEO & SMP Website Management	\$2,000.00
6. Trip Advisor, Visit FL, Sunny.org Management	\$4,500.00
TOTAL	\$39,500.00

WORK AUTHORIZATION NO. 3

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

For

IMPLEMENTATION OF SOCIAL MEDIA,
RESEARCH, PR, AND DIGITAL ADVERTISING IN
2nd YEAR OF THREE-YEAR STRATEGIC MARKETING PLAN

Contactor's Address: Conceptual Communications, LLC 1600 NE 26th St Suite D Wilton Manors, Florida 33305			
Solicitation Name and No.: RFP 17-08-01 Agreement Description: Implement 2 nd Year of Three Year Strategic Marketing Plan		Work Authorization No.: 4 Effective Date: 10/1/2019	
Purchase Order No.:		Budget \$13,000.00	
Task Description: Implement areas of the 2 nd year of Town's three-year Strategic Marketing Plan as outlined in FY20 Budget			
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Town of Lauderdale-By-The-Sea Approval:

William Vance, Town Manager _____
(Signature) (Date)

Tedra Smith, Town Clerk _____
(Signature) (Date)

Contractor Acceptance:

Laurie Menekou _____
President, Conceptual Communications, LLC (Signature) (Date)

Scope of Services

FY 20 Strategic Marketing Plan Projects

Exhibit A

Scope of Services

Implementation of Strategic Marketing Plan FY20

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2. **Professional Implementation Assistance**: Assistance in managing and updating the Town's three-year strategic marketing plan as the market adjusts to new strategies.
3. **Create Digital and Print content** as directed in the Town's three-year strategic marketing plan that complements Town's branding and voice.
4. **Branding/Artwork**: Develop creative concepts and products with Town's designer in alignment with Town's branding for campaigns and tactics outlined in the Plan such as: print newsletters, brochures, banners, flyers, slide presentations, videos, website banners, and any other informational literature or multi-media presentations.
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7. **Email List Management and Deployment**: Manage all aspects of the email marketing system as outlined in the Plan, This may include data management, such as segmenting, updating, and deployment to various targets, such as Town residents, businesses' calls to action, newsletter Sign ups, and Visit Florida inquiries.
8. **Surveying/Polling**: Develop and administer online and in person surveys as outlined in the Town's three year strategic marketing plan.
9. **Web Mastering Services**: Conduct applicable website updates and maintenance as requested, associated with tactics outlined in the Town's three-year strategic marketing plan.
10. **Media Communications**: Plan, create, manage and measure public relations services that effectively and efficiently work to accomplish the goals established in the Town's three-year strategic marketing plan. This may include pitching stories and FAM trips related to Town publications, Internet sites, influencers, bloggers, and other tourism outlets.
11. **General Destination Marketing Consultation** Provide recommendations related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations as they relate to the effectively implementing the Town's three-year strategic marketing plan.

Deliverables, Costs and Schedule
FY20 Strategic Marketing Plan Projects

1. Branding and Strategy Implementation	\$5,000.00
2. Program Planning/Account Management	\$5,500.00
3. Public Relations Gen \$5k, Niche Mkts \$5k, Social Infl. Coord \$6k	\$16,000.00
4. Survey Implementation and Reporting	\$6,500.00
5. SEO & SMP Website Management	\$2,000.00
6. Trip Advisor, Visit FL, Sunny.org Management	\$4,500.00
TOTAL	\$39,500.00



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Bill Vance, Town Manager

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: 5-Year Update to Lauderdale-By-The-Sea's Comprehensive Emergency Management Plan (CEMP)

Explanation:

In 2015, the Town Commission adopted the Comprehensive Emergency Management Plan, which establishes the policies, strategies, operational goals, and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

The Town has prepared an administrative update to the CEMP for Town Commission review and consideration.

Recommendation:

Town Commission consideration of the 5-Year Update to Lauderdale-By-The-Sea's Comprehensive Emergency Management Plan (CEMP).

Recommendation:

1. Revised LBTS Comprehensive Emergency Management Plan
2. Resolution 2020-27

RESOLUTION NO. 2020-27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN BY AMENDING THE LINE OF SUCCESSION DURING THE ABSENCE OR DISABILITY OF THE TOWN MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Section 252.38, Florida Statutes, legally constituted municipalities are authorized and encouraged to create municipal emergency management programs; and

WHEREAS, in 2015, pursuant to Florida Administrative Code, Section 27-6.010, the Town prepared and adopted its Comprehensive Emergency Management Plan (the “CEMP”) to reduce the vulnerability of people and property from large scale disasters, to ensure an effective response to the impacts of critical incidents and disasters, and to ensure long-term recovery for the community; and

WHEREAS, the CEMP establishes the policies, strategies, operational goals and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large scale disaster; and

WHEREAS, the CEMP details an emergency management framework that embodies all aspects of prevention, mitigation, preparedness, response and recovery, and establishes Town policies and protocols under which emergency operations are to be conducted; and

WHEREAS, the CEMP establishes the organizational system for comprehensive emergency management in compliance with Federal, State and County requirements, assigning roles and responsibilities to individuals, agencies and contract entities for implementing emergency operations; and

31 **WHEREAS**, pursuant to Section 5.4 of the Town Charter, the Town Commission may by
32 resolution designate a properly qualified person to temporary execute the functions of the Town
33 Manager during the absence or disability of the Town Manager; and

34 **WHEREAS**, the CEMP provides for a line of succession for the Town Manager's
35 emergency powers in the event the Town Manager is absent or disabled, and such line of
36 succession for emergency powers is different than the line of succession previously adopted by the
37 Town Commission, pursuant to Resolution 2019-15 and

38 **WHEREAS**, the Town desires to clarify the line of succession for the Town Manager by
39 updating the CEMP, as provided in Exhibit "A," to provide for the Town Manager's emergency
40 powers to be delegated during emergency circumstances.

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

43 **Section 1. Recitals.** Each "WHEREAS" clause set forth is true and correct and herein
44 incorporated by this reference.

45 **Section 2. Line of Succession - Town Manager Functions.** During the absence or
46 disability of the Town Manager, the Municipal Services Director shall execute the functions of the
47 Town Manager (not including the Town Manager's emergency powers).

48 **Section 3. Amendment of the CEMP.** As provided in Exhibit "A," Section 10.3 of the
49 CEMP is amended to read as follows:

50 **10.3 Continuity of Government**

51 ~~The line of succession for the Town Manager's emergency powers under this Emergency~~
52 ~~Operations Plan shall be as follows:~~

53
54 ~~(1) Municipal Services Director~~

55 ~~(2) Finance Director~~

56
57 During the absence or disability of the Town Manager, the Municipal Services Director shall
58 execute the Town Manager's emergency powers.

Section 4. Authorization to Implement. The appropriate Town officials are hereby authorized to take any and all actions to effectuate the implementation of the amended Comprehensive Emergency Management Plan.

Section 5. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 21st day of July, 2020.

Mayor Chris Vincent

Attest:

Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

File:

Comprehensive Emergency Management Plan (CEMP)



Table of Contents

Plan Purpose.....	3
Authorities and references.....	3
Situation and Assumptions.....	6
Emergency Preparedness.....	13
Organization and Staffing.....	19
Concepts of Operations.....	22
EOC Operations.....	28
Recovery	33
Communications.....	36
Policies and Protocols.....	39
Financial Management Procedures.....	45
Resource Management.....	48
NIMS Glossary.....	51
ACRONYMS.....	56

1 Plan Purpose

The purpose of the plan is to reduce the vulnerability of people and property from large scale disasters, ensure an effective response to the impacts of critical incidents and disasters, and ensure long-term community recovery.

The Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large scale disaster.

This plan details an all hazards emergency management framework which embodies all aspects of prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols under which emergency operations are to be conducted.

The plan establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. Roles and responsibilities for implementing emergency operations are assigned to individuals, agencies and contract organizations.

This plan is designed to address all hazards yet shall remain flexible. Policies, operational procedures, and responsibilities may be modified to meet disaster or critical incident conditions.

2 Authorities and references

This plan was developed to be in compliance with Florida Statutes 252.38 (Emergency management powers of political subdivisions), which encourages and authorizes political subdivisions to develop emergency plans which are consistent and coordinated with the emergency planning of the County government.

The Town has adopted and institutionalized the requirements set forth in the National Incident Management System, Homeland Security Presidential Directive Number 5, and Homeland Security Directive Number 8. The Town meets all requirements set forth in Florida Statutes 252.38(2).

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town of Lauderdale-By-The-Sea. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan, and the Broward County Comprehensive Emergency Management Plan.

The CEMP references and incorporates standard operating procedures, job aides, and field guides which have been developed by the Town, Broward County and the State of Florida. Procedures are included for the activation, operation and deactivation of the Emergency Operations Center. The Town Manager, or in his/her absence the Assistant Town Manager, or in his/her absence, the Police Chief may activate the plan in accordance with the activation procedures.

2.1 Plan Adoption Requirements

Pursuant to F.A.C. 27P-6.010, (8), this plan, shall be adopted by resolution of the governing body of the jurisdiction before it becomes the Comprehensive Emergency Management Plan for such local government. Modifications to the plan made between formal approvals by the governing body that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the governing body, but must be approved by the Town Manager

2.2 Distribution of Complete Copies

The Town of Lauderdale-By-The-Sea CEMP will be comprehensively reviewed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed to the following individuals for input:

- Town Manager
- All Town Department Directors Building Official
- Police Captain, Broward County Sheriff's Office
- Fire Chief, Lauderdale-By-The-Sea Volunteer Fire Department

When adopted, the Plan shall be placed on the Town's website and distributed to the persons listed above and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments within the Emergency Operations Center with the goal of developing each position to a depth of two levels for each vital position. Each individual assigned to the roster will be notified of any updates to the Plan. This shall include:

- Mayor and Town Commissioners
- Incident Command
- Planning Section Chief
- Logistics Section Chief
- Operations Section Chief
- Finance / Administration Section Chief
- Public Information Officer
- Fire Chief
- Police Captain
- Emergency Management Coordinator

It shall be their responsibility to read and review the plan and be fully aware of the role they play in an emergency, and to disseminate it to and review it with appropriate members of their staff.

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3 Situation and Assumptions

3.1 Demographics

The Town of Lauderdale-By-The-Sea was incorporated in 1947 and is located along the Atlantic Ocean in Eastern Broward County. According to the United States Census Bureau, the town has a total area of 1.57 square miles with 0.876 square miles of land and 0.694 (44.2%) square miles of water.

The southern part of Lauderdale-by-the-Sea is situated between Fort Lauderdale and Sea Ranch Lakes, while the northern part of Town borders Pompano Beach. The town is on land that is essentially a long narrow island connected to the mainland by drawbridges that span the Intracoastal Waterway. The town is centered on the junction of State Road A1A and Commercial Boulevard. The main industry is tourism; the Town has many hotels, motels, and residences used especially during the winter by visitors. At the ocean end of Commercial Boulevard is a long wooden fishing pier and two public plazas. The town also annexed the previously unincorporated neighborhood of Terra Mar and Bel-Air.

The Town has one (1) public safety building that houses the three entities that provide protective and emergency services to the Town – The LBTS unit of the Broward Sheriff's Office (BSO), the Lauderdale-By-The-Sea Volunteer Fire Department (LBTS VFD) and American Medical Response (AMR), the Town's contractor for emergency medical services.

3.2 Assumptions

Disasters impacting the Town will endanger public safety, damage property, and disrupt community services. The level of impact will vary in location, type and magnitude. This variability necessitates a flexible approach to implementation of the Comprehensive Emergency Management Plan.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Damage may be extensive and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical and social infrastructures.

Local emergency response personnel will likely be impacted by the disaster and experience casualties and damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services. All public, private, and non-profit organizations that support this plan have developed emergency operations procedures to implement and allocate resources. If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Department of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency. Assistance will be deployed to the affected areas to provide aid to local governments.

In addition to State and perhaps Federal assistance, the Town may request mutual aid from other jurisdictions and municipalities throughout the State. Disaster conditions may require the Town to fulfill emergency response and disaster recovery operations independently and without assistance for up to 72 hours following impact of the critical incident or disaster.

Resources in a severe emergency are likely to be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the Comprehensive Emergency Management Plan.

Protective actions for the public could potentially involve thousands of individuals, and it is assumed the public will attempt to comply with all protective action instructions. Following the impact of a disaster, significant modifications in normal Town department operations will be necessary to assist disaster survivors, restore community services, protect public safety, coordinate debris removal, and similar operations. This may require Town departments to work overtime, employ temporary staff, use alternate facilities, and/or deliver services directly to damaged areas.

3.3 Plan Implementation Assumptions

Personnel with assigned emergency response duties will report to duty as called for in the Emergency Management Plan or as directed by the Town Manager. The Town Emergency Operations Center will remain functional for the duration of the emergency response until the Emergency Operations Center is deactivated. The Town is able to maintain communications and control with key personnel and the County Emergency Operations Center.

3.4 Hazard Identification and Risk Assessment

The Town of Lauderdale-By-The-Sea is vulnerable to a host of hazards, which pose a risk to the residents and property. All hazards that may impact the Town have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (fixed facility and transportation), civil disturbances and mass migration events, terrorism, and biological epidemics.

The Town of Lauderdale-By-The-Sea has drawn upon analysis to identify the hazards threatening the jurisdiction and estimate the risk these hazards pose to the Town. The Town has also estimated the vulnerability of important facilities and systems to the identified hazards. In summary, the potential disaster sources including natural and man-made hazards that threaten the Town and are a basis for the CEMP are listed below in descending order of risk (highest risk to lowest risk).

3.5 Hurricanes and Tropical Storms

Florida is one of the most vulnerable areas in the nation to the impact of hurricanes and tropical storms. Hurricane season runs from June 1 through November 30. Primary effects from a hurricane include: storm surge, high winds, heavy rainfall, tornadoes, loss of life or severe injuries, and inland flooding. Secondary effects may include the loss of electrical power, fires, fallen trees, flying debris, roof failure, downed power lines and traffic lights, blocked roadways, uninhabitable residences, damaged commercial buildings and government facilities, beach erosion, and disruption of municipal services.

The Town of Lauderdale-By-The-Sea is subject to hurricane storm surge due to its location, which greatly increases the potential vulnerability of the people, the property, the environment, and the entity itself. High winds and flooding pose the greatest hurricane related threat to the Town. These impacts can be widespread affecting people and property in areas far beyond the municipal boundaries. Environmental damage may be significant due to destruction of vegetation, contamination of water systems and vulnerable environments.

The Town will likely withstand a minor hurricane impact, but would sustain catastrophic damage in a major hurricane (category 4 or higher) where winds exceed 140 mph.

The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal cities but Lauderdale-By-The-Sea is not one of the cities they evaluate. Given the evaluation for other coastal cities in South Florida, we estimate the probability of the Town experiencing hurricane force winds to be between 1 in 6 and 1 in 7 in any given year. -

3.6 Tornadoes

From 1971-2002 there were 87 reported tornadoes in Broward County, Florida.

The most common, but historically least destructive tornadoes in South Florida are warm season tornadoes, which occur from May through August during afternoon thunderstorms with peak activity in June.

The most destructive tornadoes generally occur between December and April, due to cold fronts from the north colliding with warm tropical air in the south. Nine of the ten most destructive tornadoes in Florida have been cool season tornadoes, occurring between December and April.

Broward County as a whole is likely to experience approximately two tornado touchdowns per year. All areas of the county are equally exposed to this threat, including the Town of Lauderdale-By-The-Sea. All areas of the county are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values may be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities and infrastructure damage can be minimal to severe. Environmental damage may also be significant due to destruction of vegetation and environmentally sensitive areas on the beach, such as damage to sea oats and sand dunes. Tornado intensity is measured on the Fujita scale reproduced described on the following page.

FUJITA TORNADO INTENSITY SCALE

F-Scale Number	Intensity Phrase	Wind Speed	Type of Damage Done
F0	Gale tornado	40-72 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.
F1	Moderate tornado	73-112 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	Significant tornado	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	158-206 mph	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forested areas uprooted.
F4	Devastating tornado	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	Incredible tornado	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.
F6	Inconceivable tornado	319-379 mph	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies.

3.7 Terrorism

State Road A1A runs the entire length of the Town of Lauderdale-By-The-Sea. **State Road 870 (SR 870)**, locally known as **Commercial Boulevard**, traverses the Town. Both are busy transportation routes carrying passenger vehicles and truck traffic.

There are the normal number of soft-targets in the Town, including shopping plazas, places of worship, and other venues; however, nothing that would be a particularly unique draw beyond the norm for any other Town the size of Lauderdale-By-The-Sea.

The potential for agricultural terrorism is nonexistent as there is no agricultural activity within the Town. There are no water or sewer treatment plants located within our municipal boundaries.

Cyber-terrorism is a threat to any municipality, but we have no businesses located in Town that would be likely targets of a major cyber-attack.

Therefore, the terrorism threat to the Town of Lauderdale-By-The-Sea is no different than any other small South Florida municipality.

3.8 Nuclear Power Plants

The Town of Lauderdale-By-The-Sea is well outside the 50-mile Ingestion Pathway Zone (IPZ) of the St. Lucie Nuclear Power Plant (St Lucie County) and the Turkey Point Nuclear Power Plant (Miami-Dade County). The IPZ represents an area in which the long-term deposition of radioactive material from an incident at the nuclear plant could occur with low-level radioactive contamination of soil, water and vegetation with the risk of ingestion/inhalation of radioactive material by humans.

3.9 Hazardous Materials

Hazardous materials incidents can occur anywhere where there is a road, rail line, port, airport or fixed facility using, storing or manufacturing hazardous materials. A limited number of trucks on Town highways may be carrying hazardous material cargo.

Broward County, the State of Florida Division of Emergency Management and Florida Department of Health, Bureau of Radiation Control have plans in place to ensure a rapid and effective response, to provide protective action ,recommendations to protect the health and safety of the public should a release occur. Further, the Broward Sheriff's Office and City of Fort Lauderdale Fire-Rescue HazMat Teams are trained in the identification and handling of radioactive source material.

3.10 Flooding

The Town of Lauderdale-by-The-Sea is located on a barrier island that is 7 feet above sea level at its highest level and could be subject to in-land flooding or storm surge. Historically the Town has only received roadway and open space flooding without property damage. The Town has invested heavily in upgrading storm water drainage facilities in the past five years. There are no repetitive loss properties identified by the National Flood Insurance Program in the Town of Lauderdale-By-The-Sea.

The center of the Intercostal Water Way (ICW) forms the western boundary of most of the town, and multiple neighborhoods have canals that connect to the Intracoastal Waterway and are potentially subject to tidal/storm surge. The South Florida Water Management District has installed structures to mitigate the effects of tidal and storm surge in the canals. It shall be standard operating procedure for Town Personnel to inspect all drainage Town wide before, during and after an impending rain event.

The Town of Lauderdale-By-The-Sea lies within Broward Co. The Town consist of A, AE, AH, AO, VE and X flood zones.

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4 Emergency Preparedness

4.1 Summary of Municipal Capabilities

The purpose of this section is to detail the emergency response and disaster recovery capabilities of the jurisdiction. While the Town of Lauderdale-By-The-Sea has limited internal resources and personnel, the Town has developed the basic capabilities, programs and resources to provide both daily and disaster response and recovery activities in compliance with the National Incident Management System (NIMS) and the Broward County Comprehensive Emergency Management Plan.

The Town of Lauderdale-By-The-Sea has limited internal capabilities to respond to and recover from a major disaster. The Town has limited municipal staffing, and relies upon outside contractors for most municipal services. The Town contracts with the Broward Sheriff's Office for law enforcement, with the Lauderdale-By-The-Sea Volunteer Fire Department for fire-rescue and with American Medical Response for EMS services; as well as with other contractors for waste management, traffic engineering, code enforcement, and building services as well as other services. The Town must coordinate closely with all contract service providers to ensure that the emergency preparedness, response, and recovery capabilities can be effectively implemented during times of disaster.

The Town has established a comprehensive emergency management system to manage the response and recovery from all hazards and will operate at the Emergency Operations Center located in Town Hall at 4501 N. Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 or other site designated by the Town Manager. An alternate Emergency Operations Center can be activated at the Public Safety Building at 4513 N. Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

4.2 Reliance on External Organizations for Emergency Services

The Town of Lauderdale-By-The-Sea relies upon the Broward County Sheriff's Office to provide law enforcement services, Lauderdale-By-The-Sea Volunteer Fire Department for fire-rescue and with American Medical Response for EMS services to the community. These emergency-related services are provided on a contractual basis. The Broward County first responder community operates in accordance with the National Incident Management System.

Because the Town of Lauderdale-By-The-Sea does not directly manage or control the public safety contractors, resources may be limited after an emergency. Depending on the severity and magnitude of the disaster, resources from public safety contractors may augment the daily manpower, and resources from adjacent municipalities may be activated through the Statewide Mutual Aid Agreement. Additional community service/volunteer organizations and private vendors who contract with the Town may also be called upon to provide disaster-related services.

4.3 Emergency Preparedness Program

This plan defines the Town of Lauderdale-By-The-Sea's emergency preparedness program, which includes hazard mitigation, emergency preparedness, emergency response and disaster recovery. Roles and responsibilities for each component of the preparedness program have been assigned to individuals within the Town or contract staff supporting municipal operations. All preparedness actions are guided by the Emergency Preparedness Committee (EPC).

The Town of Lauderdale-By-The-Sea will conduct emergency planning activities on an ongoing basis to ensure that the Comprehensive Emergency Management Plan and all supporting procedures are maintained, and employees and contractors are trained.

NIMS requires that the emergency response capabilities be evaluated on an ongoing basis, as well as after each exercise and/or actual emergency.

4.4 Municipal Emergency Preparedness

In compliance with NIMS, the Town of Lauderdale-By-The-Sea has designated the Emergency Management Coordinator (EMC) whom is responsible for the planning, training, exercise, and maintenance of the improvement program needed to ensure the Town is ready to respond to emergencies.

The preparedness program aims to ensure that all agencies and organizations with an assigned responsibility in the plan are capable of performing this responsibility. The Town EMC is responsible for the oversight of all preparedness activities including the development of policies, plans, procedures, training, and exercises. The EMC is responsible for guiding the emergency preparedness program which includes the following components: emergency facilities, planning, procedure development, training, and exercises. The Town of Lauderdale-By-The-Sea has identified an Incident Management Team that is responsible for coordinating disaster response and recovery activities.

The Incident Management Team of the Town of Lauderdale-By-The-Sea includes the following personnel: Town Manager, Finance Director, BSO LBTS unit Police Captain, AMR LBTS unit EMS Chief, LBTS Volunteer Fire Department Fire Chief, Fire Marshall, and Fire Administrator, Municipal Services Director, Town Engineer, Building Official, Public Information Officer, Emergency Manager Coordinator (EMC) and Broward County Emergency Management. These individuals review emergency operations procedures (EOPs) and assure that all available resources, personnel and partner agencies are considered in the implementation of the Town's preparedness program to all hazards. The Incident Management Team is responsible for the following:

NIMS

- Establish emergency operations plans and protocols including public communications and awareness.

- Establish the standards, guidelines and protocols necessary to promote interoperability among the jurisdictions, agencies and organizations, as well as with adjacent jurisdictions and the county.
- Adopt standards, guidelines and protocols for providing resources to requesting organizations, including protocols of the emergency organization in supporting incident operations conducted by the municipality.
- Set priorities for resources and other requirements for supporting field operations.
- Ensure participation in Broward County's multi-agency coordination mechanisms, including the County Emergency Operations Center, mutual-aid agreements, incident information system, non-governmental organization and private sector outreach, public awareness and information system and mechanisms to deal with information and operations security.

4.5 Coordination of Preparedness Activities

The preparedness program aims to ensure that all agencies and organizations with an assigned responsibility in the plan are capable of performing their responsibilities under this plan.

The Town of Lauderdale-By-The-Sea is committed to achieving an integrated, unified approach to preparedness through the participation in meetings, programs, training, and exercises sponsored by the Broward County Emergency Coordinating Council. The Town will maintain routine communication with adjacent municipalities regarding emergency preparedness activities and participate in joint training and exercises with adjacent jurisdictions. The Town will also actively participate in numerous countywide and regional emergency preparedness organizations including the Local Mitigation Strategy Committee, the Southeast Florida Regional Domestic Security Task Force, and the Local Emergency Planning Committee which ensures effective coordination for all hazards and uniformity of response protocols.

4.6 Training

The Town ensures that all individuals with assigned roles and responsibilities in the plan have received necessary and required training in at least the following two major categories: NIMS and ICS implementation, with documentation of personnel training records, implementation of the emergency plan and its SOP's. The NIMS requirements are continuing to detail training requirements for each position and the Town will continue to monitor the development of these new Federal requirements. The Federal Emergency Management Agency now mandates NIMS related training courses for each key emergency management position. Each individual assigned to one of these positions will be required to complete the FEMA-required training courses. The Town Manager is responsible for ensuring that all employees receive training in compliance with the National Incident Management System. Training will also be conducted to ensure that each individual assigned to a key role in the Town's Emergency Operations Center is able to perform their responsibilities.

The Emergency Management Coordinator will work in concert with Broward County Emergency Management on available training opportunities. As emails noting successful

completion of NIMS courses are sent from the Emergency Management Institute, the Emergency Management Coordinator collects those emails. The original certificates are held in the Town Clerk's office. As training is completed, it is noted on an electronic spreadsheet maintained by the Town Clerk.

4.7 Storage and Management of Training Records

The Town Clerk will store, archive and act as the records custodian for the training records, classifications, certifications and all other information relevant to emergency management/disaster related training for its staff and contractors.

4.8 Commitment to Participate in County and Statewide Exercises

The Town will participate in exercises that are countywide, regional or statewide as resources are available. Upon invitation, the Town may also participate in exercises sponsored by other jurisdictions.

4.9 Responsibility for Evaluations and Plan Revisions

The Town Manager or his/her designee is responsible for managing the Town's after-action evaluation program. The Town Manager may direct the Emergency Management Coordinator to be responsible for scheduling evaluations; facilitating the involvement of all appropriate organizations, preparing the required written reports, and ensuring that identified corrective actions are incorporated into the Town's preparedness improvement plan. The Emergency Management Coordinator may also be the point of contact for Broward County for participation in countywide after-action evaluations.

The findings of this evaluation are used to prepare and implement an improvement plan that assigns responsibility for correcting problems or addressing shortcomings in the Town's response capabilities.

NIMS requires that response personnel and equipment be classified as to their emergency response capabilities, as well as certified or licensed appropriately when necessary. The Town Manager will ensure that all response personnel maintain appropriate credentials to perform their assigned duty and resources are classified accordingly.

4.10 Municipal Cooperation with County, State and Federal "After-Action" Reports

The Town will participate in after-action reports prepared by County, State or Federal agencies, when requested.

4.11 Analysis of needs and capabilities

The Town will comply with all applicable Federal and State standards and requirements regarding municipal level capabilities for response and recovery operations. The Town has assessed its capabilities using the NIMCAST and continues to expand its capabilities to become fully NIMS compliant.

4.12 Pre-emergency public information and education

The Town of Lauderdale-By-The-Sea maintains an emergency preparedness public information program. The Town's Public Information Officer (**PIO**) is responsible for updating the Town's website to ensure that emergency preparedness information is maintained.

Public information about emergencies is currently disseminated to residents via a variety of means including the Town website, CodeRed, direct mailings as required or necessary, and the Town government-access cable television channel. The established Town website at <http://www.lbts-fl.gov/> provides ongoing preparedness and disaster and flood-related information.

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5 Organization and Staffing

5.1 Coordination of Municipal emergency response operations

The Town of Lauderdale-By-The-Sea's coordination of field operations at an incident site is the responsibility of the Incident Commander with operational control at the Town's Emergency Operations Center. The Field Operations Incident Commander will be designated by the Town Manager and will most likely be the Police Captain, the Fire Chief or the Municipal Services Director. The Incident Commander will directly notify the Town Manager of any incident which may potentially meet activation conditions. Upon activation, the Incident Management Team will coordinate actions to provide additional resources to incident scenes, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of the National Incident Management System.

During a disaster, there will be emergency operations implemented by Broward County, the State and/or Federal agencies that provide services on a countywide or multi-jurisdictional basis. Such operations include evacuation traffic management, evacuee sheltering, staging area operations, operation of points of distribution, damage assessment, public information, etc. The Town of Lauderdale-By-The-Sea will coordinate closely with the County Emergency Operations Center through deployment of its liaison at the County Emergency Operations Center and support countywide functions for the benefit of the citizens of the Town of Lauderdale-By-The-Sea.

5.2 Coordination with private sector emergency operations

In accordance with NIMS, the State CEMP, and Broward County Emergency Management Plan, the Town of Lauderdale-By-The-Sea coordinates primarily through the Broward County Emergency Operations Center to determine the status of public and private utilities as well as other vital private sector service organizations including Emergency Support Functions (ESF) 1 Transportation, ESF 2 Communications, ESF 3 Public Works, ESF 8 Health and Medical Care, and ESF 12 Utilities. The Town will maintain a municipal liaison at the Broward County Emergency Operations Center to monitor and coordinate emergency response and recovery activities affecting the Town.

5.3 Normal organization and staffing

The Town of Lauderdale-By-The-Sea, by its Charter, has a Commission-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs approximately thirty (30) full time employees: the Town Manager, Town Clerk, Finance Director, Municipal Services Director, Development Services Director, Public Information Officer, Assistant to the Town Manager, Accounting personnel, Office Specialists and public works employees.

Many services are contracted for with public and private providers, with the following being the primary service providers:

- Building Code Services – C.A.P. Government, Inc.
- Emergency Medical Services - American Medical Response (AMR)
- Fire Protection Services – Lauderdale-By-the Sea Volunteer Fire Rescue (VFD)
- Law Enforcement – Broward Sheriff's Office
- Legal – Weiss, Serota, Helfman, Pastoriza, Cole, Boniske, P.A.
- Code Enforcement – Calvin, Giordano & Associates, Inc.
- Building Services – CAP Government
- Town Engineer – Jay Flynn, Flynn Engineering
- Solid Waste & Recycling – Waste Pro
- Water Production and Sewage Treatment – City of Fort Lauderdale and City of Pompano Beach
- Debris Removal - Crowder Gulf
- Monitoring Firm - Witt Obrien

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6 Concepts of Operations

6.1 Event recognition and plan activation

The National Weather Service, State of Florida and the Broward County Warning Point are the central locations for the collection and dissemination of early warnings and threats which are monitored at various levels of government.

For any event in which advance warning is available, there is an opportunity to prepare the response system and the community members to take protective actions in advance of the disaster.

The Broward County Emergency Management Center is designated as the official Warning Point for the Town of Lauderdale-By-The-Sea. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Broward County Emergency Operations Center. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, and the E911 System, radio, telephone, and municipal Public Safety Answering Points (PSAPs). Town Staff will monitor all early warning systems and activate Code Red warning residents of an impending threat of all hazards including floods. Town Staff will also provide early warning and evacuation notices via the Town owned air siren/ audio speaker located on the North side of the Fire house. The Town Manager shall also authorize Town personnel to go street to street.

The following significant incidents warrant activation of the alert and warning system and notification to the Town Manager:

- a. Any incident that may require a substantial evacuation and/or relocation of a given area;
- b. Any event posing a potential threat for a mass casualty incident;
- c. Any weather-related watch or warning advisory which threatens life and/or property;
- d. Formation of tropical weather systems that threaten SE Florida;
- e. Any incident that closes or significantly blocks major roadways impacting the Town and/or neighboring communities;
- f. Any large or multiple structure fires;
- g. Any prolonged shutdown of public utilities;
- h. Any event posing a major environmental threat to Lauderdale-by-The-Sea; or
- i. Any potential or actual act of terrorism affecting or potentially affecting Lauderdale-by-The-Sea

Hazards Affecting the Town of Lauderdale By The Sea
(Obtained from Broward County CEMP and LMS)

Natural	Technological	Human/Societal
• Drought/Water Shortage • Epidemic, Human • Flooding • Heat • Hurricane/Tropical Storm • Landshift, Subsidence (Sink Holes) • Thunderstorm–Hail • Thunderstorm–Wind • Tornado/Waterspout	• Fire • Hazardous Materials–Highway • Hazardous Materials–Pipeline • Nuclear Power Plant Incident • Large Airplane Crash	• Civil Disturbance • Mass Immigration • Terrorism, WMD: Biological, Chemical, Nuclear • Terrorism: Bomb Blast, Economic, Incendiary, Sabotage, Prolonged/Multiple Hostage • Workplace Violence

6.2 Public warning and emergency instruction

In the event of an immediate life-threatening situation, the on-scene Incident Commander has the authority to direct protective actions including evacuation or shelter in place. The on-site Incident Commander may request activation of the Code RED Telephone notification system. The on-site Incident Commander will notify the Town Manager of the incident and protective actions taken. The Town Manager may direct the Public Information Officer to warn the public that they are endangered and what action is to be taken.

In the event of advance warning of a potential threat, the Town Manager/Incident Manager, in consultation with key staff, will determine the need for protective actions within the Town and coordinate implementation with the Operations Section Chief and Public Information Officer. In the event that multi-jurisdictional action is required, the Town will coordinate protective action decisions with the impacted jurisdictions and the Broward County Emergency Operations Center.

6.3 Initial field response actions

The Incident Command System will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Emergency Operations Center be activated to support the field operations. The Public Information Officer will develop a press release and forward it to the Broward County Emergency Operations Center for the Broward County Joint Information Center for distribution.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, a Unified Command (UC) will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

Once the incident includes multiple disciplines and/or agencies, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support, contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, approval, commitment, and use of assigned resources. The Incident Commander or designee shall

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's Emergency Operations Center equipment, communication systems, information tracking systems and supplies.
- Verify rosters, equipment and vendor inventory procedures are up-to-date.
- Establish communication with Broward County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Broward County Emergency Operations Center and other vital response sites such as staging areas.
- Place additional public and private sector resources and personnel on stand-by.
- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Broward County Emergency Operations Center.
- Determine the need and implement procedures to declare a State of Emergency and notify the Broward County Emergency Operations Center.
- Verify all resources are on stand-by to conduct a "rapid impact assessment" to define the impact of the event, prioritize operations and coordinate the information with the County Emergency Operations Center.
- Prepare and distribute an initial action plan (IAP) to prioritize and control the Town's response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

6.4 Activation of the municipal emergency operations center

Numerous conditions may warrant activation of the Emergency Operations Center prior to an event, during an event or once an incident has already occurred. The Emergency Operations Center may be activated by the Town Manager or the BSO Police Captain in charge of the BSO LBTS unit. When an emergency or disaster event threatens the Town and/or the Broward County Emergency Operations Center has been activated, the Town Manager will consider the need to activate the Town Emergency

Operations Center and the Town's Comprehensive Emergency Management Plan. When the Town Manager of Lauderdale-By-The-Sea (or Assistant Town Manager or Police Captain) partially or fully activates its Emergency Operations Center, he or she shall notify the Incident Management Team to respond to the disaster needs of the community.

Depending on the magnitude and complexity of the event, for any level of activation, the Town Manager may, or may direct the Incident Commander to direct personnel to activate and deploy one or more individuals to the Town's Emergency Operations Center to initiate operations. When determining which elements of the plan to activate, the Town Manager will consider potential resource needs, community impact, and public safety.

Various natural disasters and terrorism threats may allow for advance warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat conditions and determine if Emergency Operations Center activation is warranted.

If multiple scenes are developing throughout the jurisdiction, which cannot be adequately coordinated from a single field command post, the Town Manager may fully or partially activate the Incident Management Team and Emergency Operations Center.

6.5 Levels of disasters

According to Florida Statutes 252.34, disasters are classified as follows:

- **Minor Disaster:** A disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
- **Major Disaster:** A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified and potential Federal assistance will be predominantly recovery oriented.
- **Catastrophic Disaster:** A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.

6.6 Levels of Municipal EOC Activation

Level 3 – Monitoring of the situation and stand-by for higher activations if indicated

Level 2 – Partial activation of specific positions within the Town Emergency Operations Center depending on disaster conditions and at the discretion of the Incident Commander

Level 1 – Full activation with all positions staffed and functional

The Town Emergency Operations Center may be activated directly at level 2 or level 1. When determining activation levels, the Incident Commander will consider the level of activation of Emergency Operations Centers of adjacent jurisdictions and the Broward County Emergency Operations Center.

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7 EOC Operations

7.1 Event Recognition and Plan Activation

Following notification by the Town Manager that the Emergency Operations Center is to be activated, the on-scene Incident Commander, most likely the Police Captain, will mobilize the Town Emergency Operations Center and initiate operations. In all cases, following activation of the Town Emergency Operations Center and mobilization of personnel, the Broward County Warning Point will be informed of the activation by the on-scene incident Commander.

Upon a decision to implement the CEMP and activate the Town Emergency Operations Center, it will be the responsibility of the Fire Chief, AMR Chief, the BSO Police Captain, and the Town Manager to notify, as indicated by the level of activation, key support staff and contractors who have responsibilities related to emergencies. They are responsible for notification of all necessary personnel in their agency or organization to ensure 24-hour staffing.

7.2 Functions of the Municipal EOC

The functions of the Town Emergency Operations Center are to:

- Coordinate and prioritize resource support operations for municipal field units at incident scenes and for disaster survivors within the Town.
- Coordinate municipal emergency operations with those conducted by adjacent municipalities, Broward County, the State of Florida and the Federal government.
- Coordinate the receipt, processing and delivery of public information and emergency instructions relevant to the Town.
- Coordinate the activation, operation, and deactivation of any other emergency facilities established by the municipality. The Emergency Operations Center will also coordinate municipal operations related to emergency facilities activated within the jurisdiction by Broward County, the State of Florida or the Federal government.
- Monitor and assess an emergency or disaster to anticipate needed response and recovery operations.
- Secure resource support for Town operations at the incident scene from other Town agencies, Broward County, the State of Florida, Federal agencies and/or adjacent jurisdictions.
- Make policy decisions regarding Town-wide emergency response and disaster recovery operations.
- Plan and prioritize Town-wide response and recovery operations.
- Prepare and issue public information and emergency instruction.
- Maintain communication and coordination with the Broward County Emergency Operations Center, if activated, as well as the Emergency Operations Centers of other municipalities, if activated, and direct Town agency operations accordingly.
- Ensure that appropriate documentation regarding response and recovery operations is maintained by all Town departments.

- Assign a liaison, whenever needed or upon request, to emergency response or disaster recovery facilities activated by Broward County, the State of Florida or Federal agencies for operations affecting the Town.
- Direct or support any other such operations by or within the Town for emergency response or disaster recovery.

The Town will develop and maintain a detailed implementation procedure to guide its operations, and this procedure will define the necessary actions to staff, equip, and operate the Emergency Operations Center, as described below.

7.3 Response Action

- Develop and approve the IAP on the schedule established at the beginning of the emergency response.
- Implement preplanned response actions, such as emergency debris removal from roadways, providing public information and establishing security for damaged or evacuated neighborhoods.
- Conduct resource management activities in accord with the Financial and Resource Management section to the plan.
- Document ongoing operations, personnel time, and expenditures in accordance with the procedures given in the Financial and Resource Management Section of the plan.
- Provide for municipal representation to the joint preliminary damage assessment process which is conducted cooperatively by local, State and Federal damage assessment teams following a major disaster. If a local disaster, implement the Town's procedures for and responsibility to complete damage assessment.
- Receive and process requests for assistance or support from field command staff or other organizational units with the Town's Emergency Operations Center.
- Maintain a continuing process of information exchange regarding the event, its impacts, and the status of response organizations.
- Maintain continuing flow of accurate, consistent and timely public information.
- Coordinate activities with adjacent jurisdictions, the Town Emergency Operations Center and the Broward County Emergency Operations Center, if activated, including filing of a situation report with the County Emergency Operations Center as requested.
- Identify the point or time when emergency operations will be considered complete, and the demobilization and deactivation process can be initiated.
- Cooperate with the implementation of multi-jurisdiction protective orders including curfews, public health actions, and immunizations.

7.4 Emergency Supplies

The Broward County Emergency Operations Center is responsible for coordinating the response to unmet needs. The process to meet the identified needs is first to provide the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet the need, and so forth. Life-safety issues always take precedence.

Broward County ESF 6 and ESF 15 are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town of Lauderdale-By-The-Sea Emergency Operations Center will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents.

The American Red Cross conducts door-to-door assessments of the areas affected by the event to identify residents' unmet needs. Other unmet needs reported to Town Emergency Operations Center or to local law enforcement should be tracked and forwarded to ESF 6 and the American Red Cross.

7.5 Emergency Facilities

?? Number Points of Distribution

The Town may operate a Point of Distribution (POD) at a location determined by the Town Manager/Incident Commander. The POD will provide life-sustaining emergency relief supplies including food, water, ice, and tarps to the residents of Lauderdale-By-The-Sea impacted by a major disaster and widespread utility outages. The POD and all emergency response operations will be managed in compliance with Broward County standards and the National Incident Management System.

7.6 Evacuation Shelters

The Town of Lauderdale-By-The-Sea is located within the hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Broward County once evacuation orders of the barrier islands have been issued.

7.7 Staging Area

In the event that a large amount of response resources require temporary staging, the Town Manager will consult with the Municipal Services Director to choose an available area. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the Police Captain or his designee.

7.8 Public information during and after emergencies

The Town of Lauderdale-By-The-Sea will provide public information and education to enhance the level of preparedness of the residents of the Town. The goal of the public education campaign is to ensure that residents and their families can be self-reliant with necessary supplies and provisions for at least 3 days or more. The Town participates in and supports Broward County's public information and education programs.

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the Emergency Operations Center is activated;

the Public Information Officer will coordinate with the County Incident Command. When the County JIC is in operation, it serves as the central point of public information collection and dissemination. The JIC functions as part of the Command in the Emergency Operations Center and will coordinate the release of non-operational information.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be invited to participate in the County JIC. Communication within the JIC will be accomplished via the Emergency Alert System, radio, cable override, television, fax, Internet, telephone, or any other means available. When the JIC is activated, the Public Information Officer will notify media outlets that media inquiries may be directed to the County JIC, and that the County JIC will be releasing media updates on a routine basis and when noteworthy events take place. Members of the media are not allowed access to the County or Town Emergency Operations Center.

Deactivation of emergency operations center

It is the responsibility of the Incident Commander to manage downscaling and/or deactivating the Emergency Operations Center. The decision to downscale or deactivate will be coordinated with the General staff and the Command staff.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning process for the next operational period.
- The Operations Section Chief is responsible for notifying all Emergency Operations Center personnel of the change in staffing requirements and operational hours.
- The Operations Section Chief will also notify the field Incident Commanders, County Emergency Operations Center, and neighboring jurisdictions.
- The Finance Section Chief will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained from all response personnel.
- The Logistics Section Chief will ensure that all equipment and supplies are demobilized and tracked until they reach their final destination.
- The Planning Section Chief will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after-action critique is scheduled, conducted, and an after-action report is prepared.
- The Incident Commander should evaluate the need for incident stress debriefing for all personnel and coordinate with the Broward County Emergency Operations Center for Critical Incident Stress Debriefing counseling services.

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8 Recovery

8.1 Operations Overview

The Town of Lauderdale-By-The-Sea is dedicated to returning the community to pre-disaster conditions. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it.

As first responders are engaged in life-safety missions, the recovery staff will be planning for short-term and long-term recovery activities. Once the life threatening response activities have been completed and the threat to the Town has diminished, recovery activities become the primary focus of emergency management.

The Town Incident Management Team will coordinate recovery and disaster assistance efforts within the Town, and is responsible for gathering the assessed needs of the community, and coordinating with other agencies and organizations to meet those needs. The Town of Lauderdale-By-The-Sea Recovery Plan details the recovery roles and responsibilities within the Town. The Town Manager/Incident Commander is the point of contact for the beginning of the recovery process for County, State and Federal agencies.

The Town of Lauderdale-By-The-Sea utilizes the Code Red Emergency Notification System - an ultrahigh-speed telephone communication service for emergency notifications. This system allows a recorded message to be delivered to phones associated in any targeted area of the Town in case of an emergency situation that requires immediate action (such as a boil-water notice, missing child or evacuation). The system is capable of dialing 50,000 phone numbers per hour. It then delivers the recorded message to a live person or an answering machine, making three attempts to connect to any number.

Recovery operations consist of short-term and long-term recovery activities. Activities which may be implemented in the short-term recovery period are:

- FEMA required damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities
- In coordination with the County Emergency Operations Center, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding

- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration (SBA) loans

The Town may choose to activate the emergency telephone message system to transmit vital recovery information to residents.

8.2 Long term recovery operations

The goal of long-term recovery is to restore the Town to pre-disaster conditions, which may exist for months or years based upon the severity and magnitude of the disaster. Generally, during the immediate recovery period, management will be conducted from the Town's Emergency Operations Center. Long-term recovery will be coordinated by the Town Manager with each agency in its normal environment and/or field command centers as conditions warrant.

In the aftermath of a large scale disaster, the Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the imposition of building moratoria for substantially damaged structures, business and economic stimulation policies, and others.

The methods used to provide recovery information to the public are media releases and press conferences (to television, radio and newspaper) through the County Joint Information Center, Town, County and American Red Cross web sites, the Disaster Recovery Centers, community bulletin boards, community forums and Town meetings. The Town will not offer disaster financial assistance programs in the aftermath of events that do not receive presidential or gubernatorial declarations or those that qualify for Federal disaster assistance.

8.3 Public Assistance

Upon receiving a Public Assistance declaration, the agencies responsible for pursuing reimbursement will provide detailed expenditure reports, and manage the grant funding according to the requirements established through FEMA. The Town may employ temporary staff to manage grants. The Assistant Town Manager, or designee, using the telephone, cellular telephone, 800 MHz Radio, e-mail, faxes and personal contact, will handle the coordination of the public assistance for the Town with the support of engineers, administrative assistants, general staff, and contractors.

8.4 Community Relations

The Town of Lauderdale-By-The-Sea's representative at the Broward County Emergency Operations Center for the purposes of planning, will function as the Emergency Management Coordinator for the Town and attend and participate in the Broward County Emergency Coordinating Council (ECC) and serve as point of contact for the ECC and attend meetings bi-monthly.

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9 Communications

9.1 Available Communications Systems

In accordance with NIMS and Florida Statutes Chapter 252, the Town of Lauderdale-By-The-Sea will coordinate emergency operations with the Broward County Emergency Operations Center and neighboring jurisdictions as necessary. The Town will deploy a liaison to represent the Town at the Broward County Emergency Operations Center during a critical incident or disaster. During the event, the Town liaison will communicate with the Town primarily through telephone communications, cellular communications, facsimile, e-mail and satellite communications

9.2 Coordination with Broward County

The Town understands the vital importance of maintaining clear communications with the County before, during, and after a disaster event. It will be the responsibility of the first responder community through the dispatch center to notify the Town Manager of unusual events requiring additional mutual aid.

The Town will notify the County Warning Point of emergencies in the Town and especially if the Town has an event that requires it to activate its emergency plan and emergency organization.

The Town will maintain a liaison representative in the County Emergency Operations Center when it is activated for an emergency involving the Town. The Town Emergency Operations Center will coordinate all information requests between the County Emergency Operations Center and the Town through that liaison. This communication may occur through telephone, cellular phone, satellite phone, email, fax and personal communication.

The Town liaison will also notify the Town Emergency Operations Center of scheduled conference calls and ensure that the Town Manager/Incident Commander are aware of all County sponsored conference calls so they may participate in them.

The Town will route all media releases through the County Joint Information Center to ensure regional consistency. The Town Emergency Operations Center will forward all municipal Incident Action Plans and Situation Reports to the County Emergency Operations Center for informational purposes.

9.3 Coordination with local, State of Florida and Federal agencies

The Town's Emergency Operations Center will coordinate with field response and recovery sites such as the points of distribution and the staging area through cellular phones and/or the Broward County 800 MHz radio system or Town VHF radio Frequency. In the event that all communications are inoperable due to disaster impact, the Town is prepared to continue communications via message runners or satellite phone.

Calls to the telephones located at Town Hall are transferred to the Town's Emergency Operations Center during activation. The Town and Broward County own and maintain separate phone systems at the Emergency Operations Center.

The Town Emergency Operations Center will coordinate all initial communications with higher levels of government through the County Emergency Operations Center until such time as it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team members within the Town, and once the Town becomes engaged in the financial reimbursement process. At this time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Town's Municipal Services Director, Police Captain and Fire Chief have access to their 800 MHz radio system. A representative of the Town will be in the Emergency Operations Center whenever it is activated to provide ongoing communications with the Broward County Dispatch.

During the disaster event, the main level of field communications will be the VHF radio System and 800 MHz system.

Satellite phones are issued to key personnel to utilize in case of cellular failure.

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10 Policies and Protocols

10.1 Municipal Resources

The Town of Lauderdale-By-The-Sea has limited resources and facilities. During a disaster the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town shall exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other outside organizations.

10.2 Direction and Control

The Town Charter states that the form of government in the Town of Lauderdale-By-The-Sea is the "Commission-Manager" form of government. The Town Manager is the executive and administrative head of the Town, appointed by and answerable to the elected Town Commission. As such, the Town Manager has responsibility for direction of all Town employees and departments and administers Town contracts. In an emergency, the Town Manager shall serve as the Emergency Operations Manager and Incident Commander with the authority to undertake whatever actions are necessary to protect lives, property and to delegate executive authority for all or some emergency operations. The Town's Purchasing Manual contains special procurement policies which provide for enhanced purchasing authority to the Town Manager that can be exercised in emergency conditions.

In addition, in recognition that emergency conditions might make it difficult for the Town Commission to convene, Article V. Sec. 5.2 paragraph (4) of the Town Charter provides that "The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger or emergency." This is interpreted to mean the Mayor may act in the place of the Town Commission by proclamation during times of grave public danger or emergency, but the Town Commission may determine what conditions qualify as times of grave public danger or emergency either during or in advance of such public danger or emergency.

10.3 Continuity of Government

During the absence or disability of the Town Manager, the Municipal Services Director shall execute the Town Manager's emergency powers.

The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency.

All appointments and work assignments in an emergency situation shall be documented. Department Directors will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.

In accordance with the Town Charter, the line of succession for the Mayor due to absence or disqualification are as follows:

- (1) Vice-Mayor
- (2) Any member of the Town Commission designated by the Town Commission to act as Mayor Pro-Tem for purposes of presiding over a Town Commission meeting.

If the Mayor is incapacitated and circumstances are such (ex. widespread disaster) that the Town Commission cannot meet and act, the Governor may appoint a temporary replacement for the Mayor.

The lines of succession for each Town department and agency head shall be in accordance with the Continuity of Operations Plan (COOP) as stated in this plan.

A catastrophic disaster could disrupt the ability to maintain the continuity of municipal government for a period of time. If a disaster or critical incident or event so severely impacts the Town of Lauderdale-By-The-Sea, the following municipal officials must make the determination that they are unable to maintain minimum continuity of government for a limited period of time:

1. The Town Commission as the official elected body of the Town of Lauderdale-By-The-Sea.
2. In the absence of the Town Commission or in the event that the Town Commission cannot convene, the Mayor may assume the decision making authority.
3. In the absence of both a majority of the Town Commission and the Mayor, the Town Manager may determine that the municipal government cannot be sustained for a limited period of time.

Once the determination has been made, the Town may request that Broward County Board of County Commissioners temporarily assume all local governmental responsibilities in accord with the laws of the State of Florida. This transfer of responsibility will occur within the designated time-frame only and shall be re-evaluated upon termination of the designated time-frame.

In the event Broward County representatives cannot establish communication with the municipality within 18 hours following a catastrophic event to confirm the continuity of municipal government, the County will assume local governance until requested by the Town to return control to Town officials.

10. 4 Leadership for Management of Municipal Emergency Operations

Due to the time-sensitive constraints of life-safety decisions during times of emergencies, it is essential that decision making authority be clearly defined.

Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued due to known or anticipated conditions affecting the Town, including, but not limited to the following:

- An incident occurs within the municipal boundaries and resource requirements extend beyond normal response capability.
- Protection of the health and safety of large numbers of people will require protective actions including, but not limited to: voluntary or mandatory evacuation, sheltering-in-place procedures for large areas of the Town, quarantine or isolation of a significant number of contaminated or infected individuals, and/or distribution of pharmaceuticals for mandatory public use.
- It is determined that emergency ordinances or regulations need to be promulgated by the Town, including imposition of a curfew and/or temporary prohibition on public entry to damaged parts of the Town.
- Declaration of a State of Emergency or Disaster by higher levels of government for an area encompassing or adjacent to the Town.

Under Section 252.38(3)(a)5, Florida Statutes, “the duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- h. Appropriation and expenditure of public funds.”

When the circumstances warrant, the Mayor shall issue a Local Declaration of Public Emergency. In his or her absence or incapacity, the Vice Mayor shall issue such a Declaration. In the event neither the Mayor nor the Vice Mayor is available, the Town Manager may issue such a declaration. Such a declaration is NOT necessary, however, for the Town Manager to activate the Emergency Operations Center.

In all cases, as soon as possible after the Declaration, the Town Manager will notify Broward County officials and the State of Florida of the executed Declaration.

The Broward County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency for areas which may include Lauderdale-By-The-Sea and other geographic areas. These States of Emergency may impact the Town of Lauderdale-By-The-Sea. When any of these levels of government declare a State of Emergency which includes Lauderdale-By-The-Sea, the Town will also declare a State of Emergency to legally indicate that the Town is activating its Comprehensive Emergency Management Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town of Lauderdale-By-The-Sea may order mandatory evacuations, sheltering-in-place, quarantines, curfews, and other protective actions when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Broward County and the State of Florida may also order mandatory evacuations, quarantines, isolation orders, and establish curfews in compliance with laws and regulations. In consultation with the County Emergency Operations Center, the Police and Fire Department, the appropriate instructions will be disseminated to the public.

The Town Manager will direct activation of the Town's Emergency Operations Center, and its subsequent operations, and will approve the incident action plans for the Town. The Town Manager shall serve as the Incident Commander. The Town's emergency operations will be conducted in accordance with the approved Incident Action Plan applicable to the current incident action period. The Town's on-scene Incident Command staff will have responsibility for management and supervision of all on-site operations.

10.2 Passage of Emergency Ordinances and Regulations

As indicated by the conditions following the Declaration of a Local State of Disaster by the Town, it may be necessary to promulgate temporary emergency ordinances or regulations. Promulgation of emergency ordinances will be done in accordance with local and State statutes.

10.3 Chain of Command for Town Emergency Operations

In accordance with NIMS, the Incident Commander of the Town of Lauderdale-By-The-Sea at the Emergency Operations Center is in command and control of all operational activities associated with the disaster. On-scene Incident Command staff at any field disaster site such as Staging Areas and Points of Distribution (POD's) is under the direct command of the Incident Commander at the Emergency Operations Center. On-scene Incident Command staff will direct on-site operations in accordance with NIMS and the Incident Action Plan approved by the Incident Commander at the Town's Emergency Operations Center.

The Town and all supporting response agencies may establish a staging area a designated area that will function under the control of the Town's Emergency Operations Center and will provide support and services to all on-scene incident management teams. The Staging Area Manager will direct on-site operations in accordance with NIMS and continue to implement operations in accordance with the Incident Action Plan approved by the Incident Commander at the Town's Emergency Operations Center.

Other locations and facilities established by the Town will be under the direction of the Incident Commander at the Town Emergency Operations Center. All separate operational facilities and locations will utilize ICS for management of operations.

10.4 Financial and Resource Management

The purpose of this section is to establish guidelines and assign responsibilities to support the emergency payroll and procurement of goods and services needed by various departments in this program. During a critical incident or disaster, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes a Declaration of Local State of Emergency may be issued. The processes and procedures for financial management will be compliant with Broward County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for Federal disaster reimbursement under the Stafford Act.

10.5 Responsibility for Financial Management Operations

The Chief of the Finance and Administrative Section (Finance Director) shall be responsible for the financial management operations. The secondary person responsible for the financial management operations of the Town shall be the Deputy Chief of the Finance and Administrative Section (Town Clerk). It is the responsibility of the Finance and Administrative Section to document and track all disaster-related expenditures for the purpose of financial reimbursement. Both individuals will be trained to perform all responsibilities associated with the financial management of all municipal funds during a large scale disaster. This fiscal responsibility includes accounting principles and established authority levels.

10.6 Pre-disaster Preparations for Financial Management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. In the event that the Town qualifies for a Federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures. These procedures will enable the Town to continue fiscal management before, during and after a critical incident or emergency.

By the authority of Florida Statute 252.31-94.6 when a critical incident or disaster strikes, the Town of Lauderdale-By-The-Sea will declare a local State of Emergency and will suspend its usual purchasing policies and procedures. To the greatest extent possible during the critical incident or emergency situation, prudent and sound business practices will continue to be observed.

The Town of Lauderdale-By-The-Sea has established a disaster account which is funded to a level as approved by the Town Commission. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

- a. Debris removal
- b. Protective measures
- c. Roads, signs and bridges
- d. Water control facilities
- e. Buildings and equipment

- f. Public utilities
- g. Parks, recreation and other
- h. Monitoring Firm

This disaster account will be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Commission. This fund shall be used to categorize expenditures that affect departmental operations Town wide.

The Assistant Town Manager will ensure that, during non-disaster times, staff members with emergency management assignments receive information and/or training regarding State and Federal requirements for documentation of emergency expenditures and operations. During the annual exercise of the program, these procedures will be included and tested accordingly. As necessary, following activation of the CEMP, the Finance and Administrative Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

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11 Financial Management Procedures

11.1 Immediate Actions Needed for Authorization of Emergency Declaration

When a Local State of Emergency is declared and normal purchasing and contracting rules are suspended, it is incumbent upon the Town Manager/Incident Commander to advise Town employees that emergency purchasing and contracting rules are in effect. The Finance and Administration Section Chief shall immediately begin implementation of the emergency financial management tracking procedures.

11.2 Methods for Emergency Purchases

When a disaster strikes, the Operation and Planning Section personnel will determine what supplies or services are needed to immediately address the current and future incident objectives. The Logistics Section evaluates Town resource inventories to determine if goods are available in Town inventories and available to the Town before attempting to purchase the goods from an outside vendor or through existing contracts. Most purchases by the Logistics Section Chief will be with vendors that the Town has an existing account and relationship with. In the event that the cost of an item(s) will exceed \$10,000 or the vendor requires it, a Purchase Order will be issued.

The Town of Lauderdale-By-The-Sea has a fuel contract where all Town vehicles will fuel up for Municipal Services, and where Police, Fire and EMS contractors may obtain fuel.

11.3 Vendor Invoice Information Requirements:

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment: the supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town. Supplier/contractor/vendor shall indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town of Lauderdale-By-The-Sea but may also include an additional mission/assignment number for the County and the State.

11.4 Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics Section are responsible for coordinating the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are responsible for maintaining a log of purchase orders issued and turning all documentation into the Logistics Section Chief at the shift change. The appropriate ICS form will be completed for resource orders. FEMA Form 260

The Logistics Section Chief shall be responsible for transferring all original hard copies of purchase documentation at the end of the shift change to the Finance and Administrative Section Chief. The Finance and Administrative Section will enter the purchase orders into a spreadsheet either manually or electronically to document the purchases and procurement. All documentation shall coincide with the mission number for the Town of Lauderdale-By-The-Sea, and the Broward County and/or State mission number if applicable.

Each invoice or purchase order shall have the following information included in its hardcopy back-up when it is turned over to the Logistics Section Chief: name of person requesting resources, date and time of request, mission/assignment number for Town of Lauderdale-By-The-Sea, and if applicable, Broward County and the State, description of resources procured, anticipated length of assignment that resources are needed, date and time of requested delivery, person assigned to accept delivery, location of delivery, cost per unit, special demobilization instructions, name of vendor taking request, vendor tax id number, and contact information.

11.5 Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. As the Town of Lauderdale-By-The-Sea utilizes employees and contractors, the timesheets are turned into the appropriate contractor directly. As timesheets are submitted by the contractor for invoicing and payment by the Town of Lauderdale-By-The-Sea, each day's notation shall include the following information: Individual authorizing emergency operations work for employee, date requested, mission/assignment number for the Town of Lauderdale-By-The-Sea, County or State, location employee worked, length of hours per day (including start and finish time), and duties performed.

11.6 Final Disposition of Financial Documentation

The Finance Director shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidential-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy back-up and the archives will be stored for a minimum of 3 years from the date of final payment, in the records storage area for the town. The documentation will be provided to Broward County and/or the State of Florida as requested in the format requested within an acceptable and customary time.

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12 Resource Management

The purpose of this section is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. These procedures are consistent with the overall program goals and objectives. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued to expedite resource management activities.

Used in support of NIMS, the combination of facilities, equipment, personnel, procedures, communication, resources from local government as well as external agencies and non-governmental agencies may work together to coordinate the Town's response. Through this coordination and cooperation, any shortfalls the Town has will be noted for corrective action to overcome the shortfall.

12.1 Physical Resources (expendable and non-expendable resources)

In order to meet the resource needs of emergency operations, the Town personnel and regular Town contract personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become survivors of the emergency situation. Most, if not all resources, will come from contractors. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis. In the course of doing business, the Town routinely updates its inventory and available sources to include donations.

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics Section Chief will make a request of the Broward County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics Section Chief to the Town of Lauderdale-By-The-Sea Municipal Liaison. The single point of contact should be maintained to avoid duplication of resource requests.

12.2 Resources by Municipal Agency or Municipal Contractor

The Town of Lauderdale-By-The-Sea has limited available resources because most services are contracted to the private sector and County agencies. The agencies and organizations are requested to maintain inventories of personnel, equipment and supplies in order to provide this information routinely to the Town.

12.3 Classification of Physical Resources

The Town of Lauderdale-By-The-Sea understands that the NIMS classification methodology is still under development. The Town is committed to continually monitoring the NIMS requirements and implementing them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

12.4 Inventories Accessed and Utilized

Town of Lauderdale-By-The-Sea resources will be controlled by the Logistics Section Chief. The Chief shall monitor the inventories, locations and assignments of all resources and also monitor the deployment of any resources.

12.5 Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows: activate and direct deployment of additional local resources to the incident site(s); request mutual aid assistance from existing jurisdictions who have entered into a Mutual Aid Agreement; purchase, rent, or lease supplies and equipment; obtain donated resources from businesses, individuals, or volunteer groups; contract for necessary services to support emergency operations.

The Town Manager shall consider the potential liabilities before accepting offers of donations of supplies, equipment or services or committing manpower from individual or volunteer groups to emergency operations.

12.6 Tracking Procedures for all Resources

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance and removal. Deployment and tracking of resources committed to debris management are the responsibility of the Operations Section Chief in accordance with the FEMA approved Debris Management Plan. In compliance with the resource management procedures outlined above, the Logistics Section Chief will track resource needs and assign a mission number. The Logistics Section Chief will complete the appropriate ICS form which details the following information for resource/equipment check-in including: requesting entity, brief statement of need, originating entity, method of delivery and location of delivery, associated expendable resources, anticipated duration, funding etc. All resources that are the property of the Town of Lauderdale-By-The-Sea will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information.

The Town of Lauderdale-By-The-Sea now has access to emergency management software, Web EOC, through Broward County.

12.7 Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics Section Chief shall approve all personnel and equipment deployments as directed by the Incident Commander (Town Manager). In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town of Lauderdale-By-The-Sea Logistics Section Chief will work cooperatively with the Operations Section Chief and the Planning Section Chief to develop a demobilization plan. The Statewide

Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency.

The Statewide Mutual Aid Agreement details the requirements associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid.

12.8 Personnel Resources

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The Town Manager/Incident Commander will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within the pool of existing Town employees, the Incident Commander will approve the temporary workers.

Rosters of personnel working for the Town of Lauderdale-By-The-Sea on a daily basis in emergency operations will be maintained by the immediate supervisor of the that temporary worker , and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day on an appropriate ICS form. (A final hardcopy or electronic copy of the day's roster will be sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change. All workers shall sign-in or check in with the Planning Section as well as their immediate supervisor and receive a mission/assignment number, again noted on the ICS form.

13 NIMS Glossary

Area Command: (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an Emergency Operations Center facility or at some location other than an incident command post.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and the units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance & Administration, and Intelligence (if established as a separate section).

Command Staff: In an incident management organization, the Command Staff consists of the Incident Commander and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander.

Operations Chief: A division is located within the ICS organization between the branch and the resources in the Operations Section.

Emergency Operations Centers (EOC): The physical location at which the coordination of information and resources to support disasters. An Emergency Operations Center may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. Emergency Operations Centers may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, County, Town, Tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance & Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics, and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, personnel and material support for the incident.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOC), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This

section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Reception Area: This refers to a location separate from staging areas, where resources report for in-processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAP's, supplies and equipment, feeding, and rest areas.

Recovery: The development, coordination, and execution of service and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or Tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance & Administration, and Intelligence (if established). The section is organizationally situated between the branches and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force shall have common communications and a designated leader.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for specific incident planning, logistics, or finance & administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

14 ACRONYMS

AMR	American Medical Response
BSO	Broward County Sheriff's Department
CEMP	Comprehensive Emergency Management Plan
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIC	Joint Information Center
LBTSVFD	Lauderdale-By-The-Sea Volunteer Fire Department
NDMS	National Disaster Medical System
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NRP	National Response Plan
POLREP	Pollution Report
PIO	Public Information Officer
POD	Point of Distribution
SITREP	Situation Report
SO	Safety Officer
SOP	Standard Operating Procedure
UC	Unified Command
US&R	Urban Search and Rescue



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Randy Strauss

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Reopening LBTS Public Restroom Discussion (Commissioner Randy Strauss)

Explanation:

Commission discussion to open the Town's public restrooms, provide personnel to maintain them and to remove port-o-lets from that area.

Recommendation:

Commission Discussion

Attachments:

1. Broward County Emergency Order 20-14
2. CDC Maintenance Procedures
3. Quotes

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-14**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency;

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic;

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID19, and other emergency powers, including under the state-approved emergency management plan, had previously been delegated to me (as further outlined below);

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-70 closing the beaches in Broward County and Palm Beach County, which closure was extended by Executive Order 20-90, but permitted the County Administrators to relax or modify those closures as warranted;

WHEREAS, on April 28, 2020, as part of a coordinated effort with the local municipalities and the adjoining counties, I reopened certain parks, golf courses, and other recreational facilities in Broward County pursuant to the guidelines in Broward County Emergency Order 20-08, as amended by Broward County Emergency Order 20-09;

WHEREAS, beginning on April 29, 2020, Governor DeSantis issued a series of Executive Orders, including Executive Orders 20-112, 20-120, and 20-123, establishing Phase 1 of a step-by-step plan for Florida's recovery (initially excluding Broward, Miami-Dade, and Palm Beach Counties) and permitting certain additional activities for individuals;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward and Miami-Dade Counties to participate in the Phase 1 reopening;

WHEREAS, on May 21, 2020, I issued Broward County Emergency Order 20-12, which outlines the establishments currently permitted to operate in Broward County, and permits a customized approach to reopening Broward County that incorporates guidelines and requirements for safe operations for opened businesses, amenities, and services;

WHEREAS, on May 22, 2020, I issued Broward County Emergency Order 20-13, which reopened Broward County beaches, hotels, motels, and commercial lodging

establishments, and gyms and fitness centers, subject to the guidelines stated for each type of establishment, including limiting beaches to only certain limited uses;

WHEREAS, I find that permitting certain additional activities on Broward County beaches, in coordination with the thirty-one (31) municipalities in Broward County, is warranted by the circumstances, and that certain other amendments to existing orders are appropriate to permit additional activities at Parks in Broward County, allow certain additional establishments to operate, and clarify the guidelines and requirements for all establishments,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Sections 8-53 and 8-56 of the Broward County Code of Ordinances, as well as the authority granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. Additional Permitted Activities on Beaches in Broward County.

Emergency Order 20-12 is amended at Section 1.B to add a new Section 1.B.xv as follows:

xv. Beaches in Broward County Limited Reopening Guidelines:

Attachment 15;

Emergency Order 20-13 is amended to replace Attachment 1 thereto with Attachment 15 attached hereto. All references to Attachment 1 in Emergency Order 20-13 shall be deemed to refer to Attachment 15 attached hereto.

Section 2. Other Amendments to Emergency Order 20-12

A. General Requirements for All Establishments. Emergency Order 20-12 is amended to replace Attachment 1, General Guidelines for All Establishments, with Attachment 1 hereto. All establishments operating in Broward County shall comply with the applicable guidelines stated in Attachment 1, and shall also comply with all guidelines contained in any other attachment(s) to Emergency Order 20-12, as amended, addressing specific use(s) applicable to the establishment.

B. Parks in Broward County. Emergency Order 20-12 is amended to replace Attachment 8, Parks in Broward County Limited Reopening Guidelines, with Attachment 8 hereto.

C. Tattoo Parlors and Massage Establishments. Tattoo parlors and massage establishments may operate consistent with Emergency Order 20-12, as amended, including the guidelines stated in Attachment 4 for Personal Services. Emergency Order 20-12 is amended to delete Sections 2.F (Tattoo Parlors) and 2.G (Massage Parlors) in their entirety.

Section 3. Applicability; Severability.

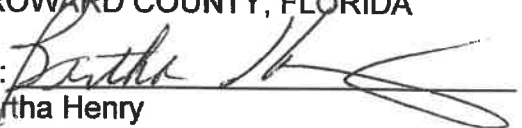
This Emergency Order supersedes and replaces any contrary provision in any prior Broward County Emergency Order. Except as superseded, all Broward County Emergency Orders remain in full force and effect. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County. The provisions of this Emergency Order shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any

provision(s) within this Emergency Order that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order (a) expressly preempts the substance of this Emergency Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

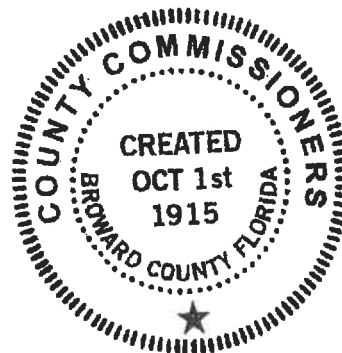
Section 4. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Monday, June 1, 2020, with the exception of Section 2.B regarding the amendment to replace Attachment 8, which shall be effective immediately. This Emergency Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.

BROWARD COUNTY, FLORIDA

By: 
Bertha Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 29th day of May, 2020, at 4:32 a.m./p.m.



ATTACHMENT 1
GENERAL REQUIREMENTS FOR ALL ESTABLISHMENTS

All establishments that have on-site operations must comply with the following:

A. General Business Requirements

1. Ensure compliance with the guidelines from the Centers for Disease Control and Prevention available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/index.html> (referred to as the "CDC Guidelines") and all additional requirements stated in Broward County Emergency Order 20-12, as amended.
2. Establish and continue communication with local and State authorities to determine current mitigation measures in your community.
3. Communicate clearly all plans and policies you develop regarding personal protective equipment, social distancing, and employee health monitoring to your staff, customers, vendors, partners, and other interested parties. Take the time to answer any questions and concerns.
4. Post CDC signage in public locations emphasizing measures to "Stop the Spread" and to exercise social responsibility (see <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs.pdf>).
5. Post a telephone number for persons to report suspected violations (311 or the applicable local municipal code enforcement telephone number).
6. Whenever feasible, allow employees to telework or establish a rotation or staggered schedule to reduce the number of employees working on site. Where telework is not possible, consider how your current workspace could be reconfigured by installing physical barriers, placing visual markers, and implementing other measures that allow for social distancing.
7. To the extent possible, implement flexible childcare and sick leave policies and reiterate existing sick time and paid time-off policies to discourage employees from coming to work if they feel ill.
8. Develop a plan for monitoring your employees' health, with a particular focus on COVID-19 symptoms, with the goal of preventing ill employees from working.
9. Establish contingency plans for the handling of a positive case of COVID-19 in your workplace. OSHA's guidelines give specific steps on how to manage and isolate employees displaying COVID-19 symptoms (see <https://www.osha.gov/Publications/OSHA3990.pdf>).

10. Develop or update your employee contact system (e.g. phone tree, social media, texting, etc.) so you have a way to quickly reach all staff if there is a workplace COVID-19 exposure.

11. Ensure that employees wear facial coverings in the workplace when within six feet of someone else and when required by Broward Emergency Order 20-12, as amended. Social distancing of six feet should be practiced to the maximum extent possible, even when facial coverings are worn.

12. Limit the number of employees simultaneously using employee common areas like breakrooms to ensure social distancing of at least six feet between employees. If not possible, consider closing common areas.

13. Enforce the CDC's health and safety guidelines when employees return to work. Provide employee training on safety measures, including proper use of personal protective equipment and social distancing.

14. Visually mark required separation distances (six feet apart) for areas where there is any potential for people to congregate, such as in elevators, aisles, food counters, or lines to enter, check-in, or receive services or purchase goods.

15. Discourage car valet parking.

16. Set up self-checkout lines and contactless payments, if applicable and practical. Avoid cash transactions as much as practical.

17. Require customers, clients, and other visitors to the business to wear facial coverings in accordance with Broward County Emergency Order 20-12, as amended.

B. Business Process Adaptions and Sanitization Requirements

1. Upgrade/Install ventilation including HVAC filters per OSHA guidance.

2. Clean and disinfect all bathrooms regularly throughout the day.

3. Limit capacity of elevators and place proper markers in such elevators to ensure social distancing.

4. Remove all magazines and other frequently shared items from waiting rooms.

5. Deep clean the establishment at least once every twenty-four hours.

6. Regularly conduct enhanced sanitization of all common areas and high-contact touchpoints such as doors, stairwells, handles, light switches, elevator switches, etc.

7. Provide hand-sanitizing stations or supplies throughout the workplace.

8. All staff, customers, vendors, partners, and other persons entering the establishment should immediately sanitize their hands upon entrance and should be encouraged to continue to sanitize hands routinely, and as otherwise required, throughout their time in the establishment.

9. Any establishment that has equipment for the use of the public (for example, golf clubs or go karts at recreational businesses, or shopping carts or baskets at grocery stores) must ensure that staff monitors such use and must implement sanitization protocols to fully disinfect these items prior to each new customer use.

ATTACHMENT 8
PARKS IN BROWARD COUNTY LIMITED REOPENING GUIDELINES

Except as otherwise set forth herein, all parks in Broward County, including Regional, Specialty, and Neighborhood Parks, Nature Centers, and Natural Areas (collectively "Parks in Broward County"), may be open to public access on a limited basis, subject to the limitations set forth in this Attachment 8. Conducting any activities in a way that deviates from said guidelines is prohibited.

Hours of operation will be determined by the respective government agency that owns or manages the applicable park. The opening of private parks will be governed by the municipality where they are located, but if opened, any such private parks must operate in compliance with the minimum requirements of this Attachment 8. Notwithstanding this Emergency Order permitting the reopening of Parks in Broward County, certain Parks in Broward County may remain closed to public access as determined appropriate by the owner or operator of that park.

Tennis facilities, basketball courts, and other similar recreational amenities that are not located in Parks in Broward County may open as determined by the owner or operator of such facilities, provided the owner or operator ensures that the use thereof is in full compliance with all applicable requirements of this Attachment 8, notwithstanding that such use is not occurring in a Park in Broward County.

Specific establishments (including businesses and amenities) operating within Parks in Broward County may operate consistent with the guidelines applicable to that specific use, unless otherwise prohibited by contract or other applicable requirement. For example, marinas, boat docks, ramps, and other launching venues in Parks in Broward County may operate consistent with **Attachment 9**, and community centers and other buildings located within Parks in Broward County may operate consistent with the guidelines applicable to all establishments (Attachment 1) and any other attachments applicable to the particular activity taking place at the community center or building (e.g., if a community center is being used as a fitness facility, the guidelines applicable to fitness centers must be followed).

Operating Requirements

1. No groups of more than ten (10) people shall congregate in any area of any Park in Broward County. All playgrounds, outdoor exercise equipment, and other exercise courts, except as provided below, shall remain closed to the public.

2. Use of tennis courts and pickle ball courts shall be limited to a maximum of four people on the court at any one time (i.e., singles or doubles play only), and disc golf courses limited to singles or doubles play. Basketball courts are limited to individual use (no multiplayers or pick-up games are permitted, with the exception of games such as "horse"), and social distancing must be maintained at all times. Racquetball courts are

limited to a maximum of two persons on the court at any one time. Organized sports, such as soccer, baseball, and softball are prohibited.

3. All CDC Guidelines regarding social distancing must be observed at all times by all persons using any Park in Broward County.

4. Facial coverings must be worn at all times to the extent social distancing cannot be maintained. Facial coverings are not required when social distancing of at least six feet (6') is consistently maintained or when the only persons within six feet (6') are members of the same household or group.

5. To the extent practicable, walking paths and trails shall be used only in a one-way direction to help maintain social distancing, and signage posted that appropriate social distancing of at least six feet (6') should be maintained between persons when passing.

ATTACHMENT 15
BEACHES IN BROWARD COUNTY LIMITED REOPENING GUIDELINES

Ocean activities (such as surfing, swimming, kayaking, paddle boarding, body surfing) and limited land based active recreation and exercise (such as walking, running, biking, and surf fishing) are permitted on beaches in Broward County. Picnicking, sunbathing, sitting, or lying on the beach, as well as the use of umbrellas, canopies, chairs, loungers, and coolers, are also permitted.

A. Beach Restrictions.

1. Beach hours shall be limited to between sunrise and sunset.
2. Facial coverings must be worn when social distancing of 6 feet between persons (other than members of the same household or group) cannot be maintained, including, not limited to, when using elevators to access the beach, using restrooms, and when visiting beach concessions.
3. All persons must have a facial covering available and ready to use at all times; persons must be able to show their facial coverings upon request by local authority.
4. Disposable facial coverings and other disposable personal protective equipment such as gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited.
5. The use of facial coverings is not required when engaged in active recreation or exercise, or when in the water. Facial coverings should not be used by children under two (2) years old.
6. No group gatherings or events of more than ten (10) individuals.
7. No group or organized sports including, but not limited to, volleyball, soccer, or football.
8. Individuals must maintain at least 6 feet of physical distance between persons at all times (other than members of the same household or group), including when in the water.
9. Buildings (other than restrooms) or designated areas for social gathering (such as changing rooms, picnic pavilions, playgrounds, exercise equipment areas, etc.) must remain closed.
10. Beach concessions must comply with the applicable requirements in Broward County Emergency Order 20-12, as amended, including Attachment 1 for all

concessions, Attachment 2 for all restaurant or food establishment concessions, and Attachment 3 for all retail concessions.

11. Concessions or beachfront hotels that provide rental equipment (such as chairs, loungers, bicycles, etc.) must sanitize the rental equipment between each customer rental.

12. Beach restrooms and showers must be sanitized at least every 3 hours.

13. Municipalities shall have the ability to enact more stringent requirements than set forth herein, and, as with all other aspects of this Emergency Order, municipalities are authorized to enforce the requirements of this Emergency Order.

Maintain restrooms that remain open. Ensure they have functional toilets, clean and disinfected surfaces, and handwashing supplies.

If possible, restrooms should be open if a park is open for public visitation. If restrooms will be closed, notify visitors ahead of time so they can prepare appropriately. Ensure that open restrooms are:

- Operating with functional toilets.
- Cleaned and disinfected regularly, particularly high-touch surfaces such as faucets, toilets, doorknobs, and light switches.
- Clean, and disinfect restrooms daily or more often if possible using EPA-registered disinfectants [☞](#) that are effective against SARS-CoV-2, the virus that causes COVID-19.
- Following the [Guidance for Cleaning and Disinfecting](#) to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19.
- Regularly stocked with supplies for handwashing, including soap and paper towels for drying hands or hand sanitizer with at least 60% alcohol and no touch trash cans.
- In addition, advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting, and that they may need additional PPE based on the setting and product. Employees should follow the directions on the label of the products. Ensure that cleaning products are stored properly and kept away from children.

NOTE: Often restroom facilities without running water, such as portable toilets and vault toilets, are not stocked with hand hygiene products. Encourage visitors to bring their own hand sanitizer with at least 60% alcohol for use in these facilities.

Keep swimming pools properly cleaned and disinfected.

Evidence suggests that COVID-19 cannot be spread to humans through most recreational water. Additionally, proper operation of these aquatic venues and disinfection of the water (with chlorine or bromine) should inactivate the virus that causes COVID-19.

- Refer to CDC's [considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19](#) for additional information.
- Encourage [social distancing](#) of at least 6 feet between visitors by posting [signs](#) and modifying layouts of seating areas.
- CDC's [Model Aquatic Health Code](#) has more recommendations to prevent illness and injuries at public pools.

Be prepared to cancel or postpone large events and gatherings.

- Monitor and adhere to guidelines issued at the national, state, and local levels related to [limiting the size of gatherings](#).
- Continually assess current conditions regarding the spread of COVID-19 and engage with federal, state, and/or local [public health officials](#) when deciding whether to postpone, cancel, or reduce the number of attendees (if possible)

INTEGRITY SERVICES

**Make the Overnight Cleaning
Our Challenge, Not Yours.**

Prepared for:

**Ms. Tiana Ganswith
Assistant Director**



**LBTS-FL GOV
4501 N Ocean Drive
Lauderdale By the Sea, FL 33308**

357 North Avenue, Wakefield, MA 01880
Office (781) 279-0450 fax (781) 279-0359

INTEGRITY SERVICES

July 9, 2020

Ms. Tiana Ganswith
Assistant Director
LBTS-FL GOV
4501 N Ocean Drive
Lauderdale By the Sea, FL 33308

Dear Ms. Ganswith,

Thank you for the opportunity to submit our proposal for services for your property's janitorial needs. Integrity Services Inc. is a full service janitorial and staffing contractor capable of servicing many of our client's service requirements. We have the capability of furnishing your facility with overnight janitorial services, staffing services both temporary and permanent, carpet care, hard service floor care, window cleaning, stone care and general project work.

Integrity Services Inc. is fully insured and bonded, we supply each of our clients with a certificate of insurance naming your company as a certificate holder and additionally insured.

Integrity Services believes in well organized and supervised services. We provide all of our clients with either an **on-site** or **off-site** supervisor capable of managing the day to day janitorial needs of our clients. The supervisor will periodically meet with client's representatives and address any and all issues in a timely and efficient manner. In addition to the supervisor Integrity Services also provides a dedicated **account manager**. The account manager handles all aspects of the contract and addresses any and all issues associated with the services. The account manager will visit the site weekly to assess overall client satisfaction. This two-tiered service initiative is at the core of our success and leads to long term client partnerships that make Integrity Services a leader in client retention.

INTEGRITY SERVICES

Integrity Services fully trains all personnel prior to placement in the workplace. After extensive training in our offices the individual is placed temporarily in an existing Integrity Services contract. The individual will work in this environment for a period of five days before being permanently assigned. The new service provider will then be closely monitored to assure our client's service satisfaction.

Integrity Services fully screens all employees for criminal and legal right to work status. Integrity services is responsible for all wages, taxes and benefits of any staff member.

Site Security is of **paramount importance** to Integrity Services Inc. When servicing a site only three individuals will have access to site keys and alarm codes, the account manager, the site supervisor and a lead cleaner. All keys are unmarked and codes memorized. When and if there is personnel change the client is notified and new alarm codes requested. Integrity Services trains service providers to check doors and windows for security and report any out of ordinary circumstances immediately to supervisors who in turn inform the client. Integrity Services personnel are instructed not to use client equipment such as office machines, computers or phones. Any violation of these policies carries the penalty of immediate termination of the offending individual.

Integrity Services Inc. provides all **equipment and supplies** to complete all work in a timely and efficient manner. In addition, Integrity Services Inc. can provide clients with full array of products such as paper goods, hand soaps and deodorizers. Integrity can build the cost of these items into the monthly contract or provide and bill separately based on use. Integrity Services can also partner with the facility manager to help maintain inventory levels and inform the client when product is needed.

Integrity Services Inc. strives to maintain a very low turnover rate with its service providers. We also make every effort not to remove long term personnel from your facility and move them to other Integrity Services contracts. We believe that the continuity of the crew is very supportive in providing strong consistent service.

We at Integrity Services are very pleased to submit our proposal for services and we value this potential relationship greatly.

Janitorial Specifications – LBTS-FL GOV

I. Public Restrooms

Daily Services

- Clean and sanitize all toilets, toilet seats, urinals and sinks with disinfectant cleaners and wipe dry all sinks.
- Remove stains, descale from toilets, urinals and sinks.
- Damp mop all restroom floors with disinfectant solution.
- Spot clean fingerprints, glass, aluminum and light switches.
- Dust air return vents, wipe baseboards and clean floor drains.
- Wipe down walls.
- Dust all high reach areas including structural ledges, mirror tops, partition tops and ledges.
- Scrub clean floors and baseboards.
- Electrostatic Disinfecting

**Price for services: 2x's a day 7x a week: \$1,695.00
monthly**

**Price for services: 2x's a day 4x a week: \$1,095.00
monthly**

**Respectfully,
Integrity Services, Inc.**

A handwritten signature in black ink that reads "Ramon Lewis". The signature is written in a cursive style with a large, stylized 'R' and 'L'.

**Mr. Ramon Lewis
South Florida Manager
RLewis@IntegrityServiceCompanies.com**

EL Solutions LLC
445 MINNESOTA ST
STE 1500 12
MN 55101

Estimate

Date	Estimate #
7/8/2020	84

Name / Address
Town of Lauderdale ATTN: Tiana Ganswith 4501 N. Ocean Dr.

Project

Description	Qty	Rate	Total
Restroom cleaning, deodorizing, and sanitizing	207.84	30.00	6,235.20T
On going Cleaning Supplies & Solutions	12	35.00	420.00
Cleaning underground tanks		0.00%	0.00
12 cleanings per day. 4 days per week. Thursday - Sunday		Total	\$6,655.20

EL Solutions LLC
445 MINNESOTA ST
STE 1500 12
MN 55101

Estimate

Date	Estimate #
7/8/2020	85

Name / Address
Town of Lauderdale ATTN: Tiana Ganswith 4501 N. Ocean Dr.

Project

Description	Qty	Rate	Total
Restroom cleaning, deodorizing, and sanitizing	363.72	30.00	10,911.60T
On going Cleaning Supplies & Solutions	24	35.00	840.00
Cleaning underground tanks		0.00%	0.00
12 cleanings per day. 7 days per week.		Total	\$11,751.60



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

August Meeting Dates (Tedra Allen)

Explanation:

Commission consensus on August Town Commission Meeting dates.

Recommendation: Town Manager recommends August 11th & August 25th.



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Agenda Section: Second Reading - Ordinances

Subject Title: Second Reading Ordinance 2020-06 – Creating Section 2-27 “Waiver of Code Requirements” (Linda Connors, Development Services Director)

Explanation: During the COVID-19 crisis, Town staff has been reviewing Town code requirements to determine if there are any code provisions that could be relaxed for a period of time to help our residents and/or businesses through this unprecedented time. We have identified some opportunities, but staff does not have a clear avenue to allow for certain Code requirements to be relaxed. For example, the Town Code establishes a time frame of July to send notices for payment of BTR fees and a set due dates for the renewals and application of late fees. We believe that this timeframe could be adjusted without detriment to the Town. Additionally, certain sign code requirements could be relaxed so that businesses could advertise their status during these extraordinary circumstances.

To give the Commission flexibility in applying waivers of certain Code requirements during extraordinary circumstances, the Town Attorney’s office drafted Ordinance 2020-06, which amends Chapter 2 – Administration by creating Section 2-27 Waiver of Code Requirements. This code provision would allow the Town Commission to waive any obligations, requirements, or fees provided for in the Town Code by resolution in extraordinary circumstances. The resolution must identify the extraordinary circumstance, the length of time the situation is expected to last (not to exceed six months), and what persons, properties, or businesses would be similarly situated for the purposes of the waiver. The waiver could be further extended by resolution of the Commission.

At first reading, the Commission requested additional language to limit the broad scope of the proposed ordinance. Staff is proposing the highlighted language below to further limit the provisions of the ordinance:

Sec. 2-27. Waiver of Code Requirements.

Under extraordinary circumstances, the Town Commission may waive any obligations, requirements, or fees provided for in the Town Code by resolution. **Waivers granted pursuant to this section are intended to provide temporary relief from the obligations, requirements, or fees provided for in the Town Code, and shall not be construed to authorize a permanent variance from such obligations, requirements, or fees. In addition, waivers shall not permit the installation or construction of permanent structures or buildings.** The waiver shall be applied uniformly to all similarly situated persons, properties, or businesses affected by the extraordinary circumstance. The Town Commission shall be the judge of and shall determine in the resolution:

...

Recommendation: Approve Ordinance 2020-06 on second reading.

Attachments: 1. Ordinance 2020-06

ORDINANCE 2020-06

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," BY CREATING SECTION 2-27 "WAIVER OF CODE REQUIREMENTS"; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, there may be extraordinary circumstances, in which it may be in the best interests to waive certain Code requirements to protect the public safety, health, and welfare of the Town and Town residents; and

WHEREAS, the Town Commission desires to amend its Code of Ordinances to allow for the temporary waiver of obligations, requirements, or fees under the Town Code in extraordinary circumstances; and

WHEREAS, waivers will not be granted for the installation or construction of permanent buildings or structures, and waivers must be uniformly applied to all those similarly situated; and

WHEREAS, the Town Commission deems it in the best interest of the Town to adopt this Ordinance to allow for such waiver.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing "Whereas" clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Creating Section 2-27. Section 2-27 "Waiver of Code Requirements" of Article II "Town Commission" of Chapter 2 "Administration" is hereby created to read as follows¹:

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~. Changes to the text from first to second reading are shown in double underline or ~~double strikethrough~~.

28 **CHAPTER 2. – ADMINISTRATION**

29 **Article II. – Town Commission**

30 ***

31 **Sec. 2-27. Waiver of Code Requirements.**

32 Under extraordinary circumstances, the Town Commission may waive any obligations,
33 requirements, or fees provided for in the Town Code by resolution. Waivers granted pursuant to
34 this section are intended to provide temporary relief from the obligations, requirements, or fees
35 provided for in the Town Code, and shall not be construed to authorize a permanent variance from
36 such obligations, requirements, or fees. In addition, waivers shall not permit the installation or
37 construction of permanent structures or buildings. The waiver shall be applied uniformly to all
38 similarly situated persons, properties, or businesses affected by the extraordinary circumstance.
39 The Town Commission shall be the judge of and shall determine in the resolution:

40 (a) what constitutes an extraordinary circumstance;

41 (b) how long the extraordinary circumstances are expected to last, which must not
42 exceed 6 months; and

43 (c) which persons, properties, or businesses are similarly situated for purposes of the
44 waiver.

45 The maximum period of such waiver shall be for the length of the extraordinary circumstances as
46 determined by the Town Commission, unless the Town Commission finds that extraordinary
47 circumstances still exist at the time a waiver or extended waiver expires, and further extends the
48 waiver by resolution.

49 Secs. ~~2-27~~28–2-30. – Reserved.

SECTION 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicts. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this ____ day of _____, 2020.

Passed and adopted on the second reading, this ____ day of _____, 2020.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	____ Aye _____	_____
Vice-Mayor Sokolow	____ Aye _____	_____
Commissioner Malkoon	____ Aye _____	_____
Commissioner Oldaker	____ Aye _____	_____
Commissioner Strauss	____ Aye _____	_____

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Lucila Lang

Submitting Department: Finance Department

Item Type: Resolution

Agenda Section: Resolutions-Public Comments

Subject Title: Resolution 2020-28, Approving a Sub Recipient Agreement with the State of Florida Division of Emergency Management for COVID-19 Pandemic DR-4486 FEMA Public Assistance Grant, authorizing the expenditure of matching funds, and authorizing the Mayor to execute the grant agreement

Explanation: On March 13, 2020, the President of the United States declared the ongoing Novel Coronavirus Disease 2019 ("COVID-19") pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, Territorial, Tribal, local government entities, and certain private non-profit organizations are eligible to apply for public assistance.

On March 24, 2020, the Town applied for FEMA Public Assistance, seeking reimbursement under Category B of FEMA's Public Assistance program. FEMA contributes 75% of the total amount approved under a grant award. The remaining 25% of the total amount will be funded as follows: 12.5% from the state, and 12.5% are matching funds from the Town. To receive obligated funds for eligible FEMA Public Assistance projects, the Town is required to execute a Sub-Recipient Grant Agreement with the State of Florida Department of Emergency Management ("FDEM"), attached as Attachment B (the "Grant Agreement").

Recommendation:

1. Adopt Resolution 2020-28, approving a Sub Recipient Agreement with the State of Florida Division of Emergency Management for COVID-19 Pandemic DR-4486 FEMA Public Assistance Grant, authorizing the expenditure of matching funds, and authorizing the Mayor to execute the grant agreement.

Attachments:

1. Resolution 2020-28
2. Sub-Recipient Agreement

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A SUB-RECIPIENT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR COVID-19 PANDEMIC DR-4486 FEMA PUBLIC ASSISTANCE GRANT; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, State, Territorial, Tribal, local government entities and certain private non-profit organizations are eligible to apply for public assistance; and

WHEREAS, FEMA contributes 75% of the total amount approved under a grant award;
and

WHEREAS, to receive obligated funds for eligible FEMA Public Assistance projects, the Town is required to execute a Sub-Recipient Grant Agreement with the State of Florida Department of Emergency Management (“FDEM”), attached as Exhibit “A” (the “Grant Agreement”).

Section 2. The Town Commission hereby approves the Grant Agreement, attached as Exhibit “A.”

Section 3. The Town Commission hereby authorizes the expenditure of matching funds.

Section 4. The Town Commission hereby authorizes the Mayor to execute the Grant Agreement with FDEM for the COVID-19 Pandemic Public Assistance grant, in substantial conformity with Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this _____ day of July, 2020.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Tedra Allen, Town Clerk, CMC

Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Lauderdale-By-The-Sea, Town of</u>
Sub-Recipient's unique entity identifier:	<u>086380268</u>
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	<u></u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u></u>
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Lauderdale-By-The-Sea, Town of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,

- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

- c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Scope of Work”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

“a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- m. As defined by 2 C.F.R. §200.53, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling \$131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

\$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____ Lauderdale-By-The-Sea, Town of _____

By: _____
Name: _____
Title: _____
Date: _____
FEID# _____ 59-6002670 _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - o Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Lauderdale-By-The-Sea, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - o A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
 - b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

City, State, Zip

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title

Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

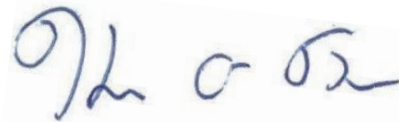
K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
 - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects; and/or
 - b) Requests for Improved Projects; and/or
 - c) Requests for Mitigation Opportunities; and/or
 - d) Requests for Revised Scope of Work; and/or
 - e) Significant Cost Variance (>20%); and/or
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or
 - iii) Request Appeal via Arbitration
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - o Delay in obtaining permits
 - Permitting agencies involved and application dates
 - o Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - o Specific details
- Other reason for delay
 - o Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101(b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 086380268

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.
--

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

TABLE OF CONTENTS

I. TOOLS	
1. CONTRACT PROVISIONS QUICK REFERENCE GUIDE	4
II. REQUIRED CONTRACT PROVISIONS	
1. REMEDIES.....	6
2. TERMINATION FOR CAUSE AND CONVENIENCE.....	6
3. EQUAL EMPLOYMENT OPPORTUNITY	6
4. DAVIS BACON ACT.....	10
5. COPELAND ANTI-KICKBACK ACT	11
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	13
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT... ..	14
8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT... ..	15
9. DEBARMENT AND SUSPENSION	16
10. BYRD ANTI-LOBBYING AMENDMENT.....	18
11. PROCUREMENT OF RECOVERED MATERIALS	21
III. FEMA-RECOMMENDED CONTRACT PROVISIONS	
1. ACCESS TO RECORDS.....	22
2. CHANGES/MODIFICATIONS	23
3. NON-USE OF DHS SEAL, LOGO, AND FLAGS.....	23
4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS... ..	24
5. NO OBLIGATION BY THE FEDERAL GOVERNMENT	24
6. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS....	25

Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	☐
Required/Recommended Provision and Required Exact Language	☐
Not Required for PA Awards (Grants)	☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Lucila Lang

Submitting Department: Finance Department

Item Type: Resolution

Agenda Section: Resolutions-Public Comments

Subject Title: Resolution 2020-29, Adopting Tentative Millage Rate for FY2021 and Providing for the Date, Time, and Place of the Public Hearing to Consider the Proposed Millage Rate and Tentative Budget

Explanation: Resolution 2020-29 (Exhibit 1) establishes a proposed millage rate for the fiscal year beginning October 1, 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 22nd or the School Board District hearing on September 9th).

- The Manager's Recommended budget keeps the millage rate at 3.5000 for the 2020-2021 Fiscal Year.
- The first Public Hearing to consider the proposed millage and proposed budget is scheduled for Monday, September 14, 2020 at 6:00 p.m., at Jarvis Hall, 4505 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the Town's website, and the meeting agenda, or the TRIM notice.
- The second Public Hearing is scheduled for Monday, September 21, 2020 at 6:00 p.m., at Jarvis Hall 4505 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the Town's website and the meeting agenda.
- The DR-420 Certification of Taxable Value (Exhibit 2) and the DR-420MM-P Maximum Millage Levy Calculation (Exhibit 3) are provided for your reference.

Recommendation:

1. Adopt Resolution 2020-29, establishing the proposed Millage Rate at 3.5000 and announcing the date and time of the first public hearing on the proposed millage rate and recommended budget for Monday, September 14, 2020 at 6:00 p.m. at Jarvis Hall, 4505 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the Town's website and the meeting agenda or the TRIM notice.
2. Schedule the second public hearing to adopt the final millage and final budget for Monday, September 21, 2020 at 6:00 p.m., at Jarvis Hall, 4505 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the Town's website and the meeting agenda.
3. Staff would like Commission consensus to schedule the Regular Commission meetings for September 14th and 21st, 2020 at 6:00pm.

Attachments:

1. Resolution 2020-29
2. DR-420 Certification of Taxable Value
3. DR-420MM-P Maximum Millage Levy Calculation

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2020/2021 FISCAL YEAR; PROVIDING FOR THE DATE, TIME. AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Section 200.065(2)(b), the Town is required to establish its proposed millage rate and the date, time and place that the public hearing will be held to consider the proposed millage rate and tentative budget.

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

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

Section 2. The Town Commission hereby establishes as the proposed millage rate for the 2020/2021 Fiscal Year: 3.5000, which is \$3.50 per \$1,000.00 of assessed property value.

Section 3. The Town Commission hereby establishes the date for a public hearing on the tentative budget and proposed millage rate to be held as September 14, 2020, at 6:00 p.m. at Jarvis Hall, 4505 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the Town's website and the meeting agenda, or the TRIM notice mailed by the Property Appraiser. In the event that the Board of County Commissioners of Broward County, Florida or the School Board of Broward County schedules any County or School Board Budget

1 Hearing on a date set for a Town Budget Hearing, the Town Manager is authorized to change the
2 date of the Town Budget Hearing.

3 **Section. 4.** The Town Clerk is directed to send the original Certification of Taxable
4 Value and a certified copy of this Resolution to the Property Appraiser on or before August 4,
5 2020.

6 **Section 5.** This Resolution shall become effective immediately upon its passage.

7
8 **PASSED AND ADOPTED** this _____ day of July, 2020.

9
10 _____
11 Mayor Chris Vincent
12
13
14

15 Attest:

APPROVED AS TO FORM:

16 _____
17 Tedra Allen, Town Clerk, CMC
18
19

Susan Trevarthen, Town Attorney

20 (CORPORATE SEAL)
21



CERTIFICATION OF TAXABLE VALUE

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

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

Year : 2020	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	\$	2,688,907,580	(1)
2.	Current year taxable value of personal property for operating purposes	\$	20,771,783	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	2,709,679,363	(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.)	\$	6,287,120	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	2,703,392,243	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,609,201,941	(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, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification Signature of Property Appraiser: Electronically Certified by Property Appraiser I certify the taxable values above are correct to the best of my knowledge. Date : 6/30/2020 1:07 PM			

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 <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	9,132,207	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	9,132,207	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	2,703,392,243	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.3781	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	9,483,878	(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 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>		\$ 9,132,207	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		3.3781 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>		\$ 9,153,568	(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>		\$ 9,483,878	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.5000 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>		3.61 %	(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 : 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

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



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: 2020		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	3.3781	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	4.8309	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000	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	\$ 2,609,201,941	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 12,604,794	(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)	\$ 12,604,794	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 2,703,392,243	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.6626	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)	4.6626	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0322	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.8127	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.2940	per \$1,000 (14)
15.	Current year proposed millage rate	3.5000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	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)	4.8127	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 2,709,679,363	(18)

Continued on page 2

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>	\$ 9,483,878	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 13,040,874	(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>		\$ 9,483,878	(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>		\$ 13,040,874	(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)
S I G N H E R E	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.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Resolutions

Agenda Section: Resolutions-Public Comments

Subject Title:

Resolution 2020-30-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 - Town wide; establishing the estimated rates for fire protection services for the fiscal year beginning October 1, 2020; directing the preparation of an assessment roll for fire protection assessment area - Town wide; authorizing a public hearing and directing the provision of notice thereof; providing for conflict, severability, and for an effective date.

Explanation: The Town of Lauderdale-By-The-Sea has maintained its fire assessment fees constant for the last 5 years, with these being one of the lowest in Broward County. Administration is 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 Fiscal Year 2020-2021 ("FY21").

The total estimated fire protection assessment revenue for FY21 is \$1,085,943; however, the Town budgets only 95% of that amount for expenditure, or \$1,031,646.

Recommendation: Adopt Resolution 2020-30 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 FY21.

Attachments: Exhibit 1-Resolution 2020-30
Exhibit 2-LBTS July 2020 Fire Recap

RESOLUTION 2020-30

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, 2020; 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.

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

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

WHEREAS, in 2004, Government Services Group ("GSG") prepared an Assessment Program Memorandum (hereinafter the "2004 Assessment Memorandum"), which provided a comprehensive study of the Town's fire assessment methodology, and established the Town's fire 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, 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

56 **WHEREAS**, the Town Commission hereby accepts and applies the 2016 Report as
57 provided herein and establishes the preliminary assessments to be levied during the fiscal year
58 beginning October 1, 2020, which will be confirmed and finalized at the public hearing established
59 herein.

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

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

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

67 **Section 3.** **Purpose and Definitions.** This Resolution constitutes the Preliminary Rate
68 Resolution as defined in the Ordinance, which initiates the annual process for updating the
69 Assessment Roll and directs the re-imposition of a Fire Protection Special Assessment for the fiscal
70 year beginning October 1, 2020. This Resolution provides the procedures and standards for the
71 imposition of a Fire Protection Special Assessment within the geographical boundaries of the Town,
72 defined in the Ordinance as Fire Protection Assessment Area – Townwide. All capitalized words and
73 terms shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution.
74 Unless the context indicates otherwise, words imparting the singular number, include the plural
75 number, and vice versa.

76 **Section 4.** **Area to be Assessed for Fire Protection Services.** This Preliminary
77 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, 2020, 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, 2020.

(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, 2020, as provided in Section 11 of this Preliminary Assessment Resolution.

142 **Section 11. Assessment Roll.**

143 (A) The Town Manager, or his or her designee, is hereby directed to prepare, or cause
144 to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2020,
145 in the manner provided in the Ordinance. The Assessment Roll shall include all Tax Parcels within
146 the Property Use Categories. The Assessment Roll shall apportion the estimated Fire Protection
147 Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this
148 Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the
149 Ordinance, and documentation related to the estimated amount of the Fire Protection Assessed
150 Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary
151 Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public
152 inspection. The foregoing shall not be construed to require that a preliminary Assessment Roll be
153 in printed form if the amount of the Fire Protection Assessment for each parcel of property can be
154 determined by the use of a computer terminal available to the public.

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

161 **Section 12. Authorization of Public Hearing.** There is hereby established a public

162 hearing to be held at 6:00 p.m., on September 14, 2020, in Town Commission Chambers, 4505
163 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 24, 2020, 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.

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

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

192 **PASSED AND ADOPTED** this 21st day of July, 2020.

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MAYOR CHRIS VINCENT

200 ATTEST

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202
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Tedra Allen, Town Clerk

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206 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, 2020 is \$1,085,943.00.

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, 2020, 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 24, 2020.

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 14, 2020, 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 2020, 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

2020 July Lauderdale by the Sea Fire Recap

Type	Class	Rate	# of Parcels	Tax Base	Taxes	# of Ex Parcels	Ex Base	Total	Total Base
R	RESIDENTIAL	\$ 129.85	6,022	6,787	881,291.95	0	0	6,022	6,787
L	VACANT LOTS	\$ -	0	0	0	82	82	82	82
C	COMMERCIAL	\$ 0.21	112	891,392	187,192.32	0	0	112	891,392
Y	MISCELLANEOUS EXEMPT	\$ -	0	0	0	2	49,258	2	49,258
V	COMMON AREAS		0	0	0	41	41	41	41
S	SPEC./COMB.		16	94,223	17,459.47	0	0	16	94,223
X	GOVERNMENTAL		0	0	0	40	30,909	40	30,909
	TOTALS		6,150		\$ 1,085,943.74	165		6,315	



Town Commission Agenda Item Report

Meeting Date: July 21, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARING

Subject Title:

Site Plan Modification for 4433 Poinciana Street (Bonnan by the Sea) (Linda Connors, Development Services Director)

Explanation:

Bonnan by the Sea has submitted a Site Plan Modification (Exhibit 1) for the property located at 4433 Poinciana Street to modify the development from nine (9) residential dwelling units to eighteen (18) hotel units. Pursuant to the Development Order, the Town Commission approved eight (8) residential dwelling units on the subject property, which was later increased to nine (9) residential dwelling units in November of 2019. The Applicant also submitted an Administrative Adjustment to waive two (2) of the required parking spaces for the property, which was granted in November of 2019. A building permit was issued for the project in May of 2019; however, construction has yet to begin.

The .36- acre property is zoned RM-25 and has a land use designation of Medium High (25) Residential. RM-25 zoning designation allows for 25 units an acre for residential properties or 50 units an acre for hotel units. The proposed change from 9 units to 18 units meets the requirements of the zoning district. As a hotel, the parking requirements change to one space per unit. The proposed site plan includes 14 parking spaces. This is based on a reduction of two parking spaces that was approved by the Commission in 2019 and the applicant's utilization of reduction allowed by providing bicycle racks. A detailed explanation of the subject project is provided in the attached Planning and Zoning Board staff report (Exhibit 2).

The Planning and Zoning Board reviewed the application at its June 3, 2020 meeting (Exhibit 3 – Meeting Minutes) and voted to approve the request with the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off-site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the Development Services Director or designee, provided that in no instance will the landscape plan be allowed to fall below the minimum standards, criteria and requirements established within the Town Code.
3. The Applicant shall secure a building permit for the project and begin construction within twelve (12) months of the effective date of the development order approval.
4. The construction shall be in accordance with the submitted plans for the hearing incorporated into this document as Exhibit 2, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. The approved Site Plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
6. All applicable state and federal permits shall be obtained before commencement of construction.

7. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

Staff sent the required notices to the surrounding public and received one comment related to the onsite parking (Exhibit 4). The property was properly posted, and the notice was placed on the Town's website.

Recommendation:

Staff recommends that the Commission approve the Site Plan Modification Development Order (Exhibit 5)

Attachments:

1. Application and Plans
2. Planning and Zoning Staff Report
3. Planning and Zoning Minutes – 2-6-19
4. Resident Comment
5. Site Plan Modification Development Order

Rev'd
2/21/20
gmg



February 21/ 2020

Mrs. Susan M. Leven AICP
Development Service
Planner
4501 N. Ocean Drive
Lauderdale By the Sea, FL 33308

Ref : Development Application February 18/ 2020 , Bonnan Florida LLC

Considering that Lauderdale by the Sea receives every year a great number of visitors, majority couples, looking to stay for a short period of time from a few days up to 3 or 4 months, but unfortunately, there are not enough options with those characteristics. Our company decided to present a new Development Application, requiring the approval of new floor design with smaller 18 units apartments to comply with the needs of the majority visitors under the use of Condo-Hotel. The new development will be built in the Lot situated at 4433 Poinciana St. with a zoning of RM-25 and the existing use of Condominium/Hotel.

Bonnan by the Sea already has a Development order Nro. 2019-L2-SPM-02; approving 9 Residential Apartments units with 2 bedrooms and 2 bathrooms on the three levels with a construction area of 21,424 Sf. The new required Development Application has 18 Condon-Hotel units in the same area with 1 bedroom and 1 bathroom and the same three levels with the same construction area of 21,424 Sf.

The new units will be as follow:

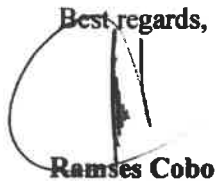
- ✓ 9 units of apartments of 599 SF and
- ✓ 9 units of apartments of 589 SF

10360 Cameilla St, Parkland, FL 33076 | +1 954.825.8582 | torre1cobo@hotmail.com

All the construction will comply with the regulation and codes required by the City of Lauderdale by the Sea.

The development alternative in the new Development Application would give great benefits to people vacationing or visiting Lauderdale by the Sea as well as to commercial, tourism and the construction sector.

Best regards,

A handwritten signature in black ink, appearing to read "Ramses Cobo", written over a circular stamp or mark.

BONNAN BY THE SEA

Bonnan Florida LLC

Phone 954-8258582

Application #: _____
BTR#: _____



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
www.lbts-fl.gov



DEVELOPMENT APPLICATION

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|---|--|---|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☐ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☐ Architectural Review-Preliminary | ☐ Development Order Extension | ☐ Site Plan |
| ☐ Architectural Review-Final | ☐ Encroachment Application | ☐ Site Plan Modification-Level 1 |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☒ Site Plan Modification-Level 2 |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance - Other |
| | | ☐ Other _____ |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: BONNAN BY THE SEA Folio Number(s): _____
Street Address: 4433 POINCIANA ST.
Subdivision Name: _____ Block(s): 28 Lot(s): 63
Name of Property Owner: BONNAN FLORIDA LLC Address of Property Owner: 10360 CAHEILLA ST PARKLAND, FL 33076
Property Owner's Phone Number: 9548258582 Property Owner's Email Address: COBOBONNAN@GMAIL.COM
Name of Applicant: RAMSES COBO Address of Applicant: 10360 CAHEILLA ST PARKLAND, FL 33076
Applicant Phone Number: 9548258582 Applicant Email Address: Torre1COBO@HOTMAIL.COM
Name of Agent (e.g. Contractor) Representing the Project: _____
Agent's Address: _____ Agent's Phone: _____ Email Address: _____
Land Use Plan Designation: RH-25 Zoning District: _____
Existing/Type of Use of the Subject Property: CONDOMINIUM / HOTEL
Proposed Use of the Subject Property: CONDO HOTEL
As applicable, answer the following:

Existing Number of Units: 9 Proposed Number of Units: 18
Existing Square Footage: 21464 Proposed Square Footage: 21464



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: BOUNDA FLORIDA LLC Date: 2/18/2020

Signature of Property Owner:  RAMSES COBO

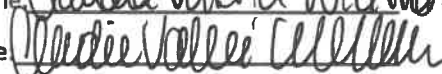
State of Florida: Florida

County: Broward

SWORN AND SUBSCRIBED before me this 18th day of February, 2020

The person signing is personally known to me or ✓ has produced identification Doyle Wickham

Print Notary Name: Claudia Valeria Wickham

Notary Signature: 



My Commission expires: Dec 18, 2023

Print Name of Applicant: _____ Date: _____

Signature of Property Applicant: _____

State of Florida: _____

County: _____

SWORN AND SUBSCRIBED before me this _____ day of _____, 20__

The person signing is _____ personally known to me or _____ has produced identification _____

Print Notary Name: _____

My Commission expires: _____

Notary Signature: _____

FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2019-L2-SPM-02**

PROJECT NAME: Bonnan by the Sea
ADDRESS OF PROPERTY: 4433 Poinciana Street
FOLIO #: 4943 18 01 3660
PROPERTY OWNER: Bonnan Florida LLC
APPLICANT: Ramses Cobo
APPLICANT ADDRESS: 10360 Cameilla Street, Parkland, FL 33076

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a site plan amendment to increase the total number residential units from 8 to 9 for property located at 4433 Poinciana Street.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on November 12, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the site plan submitted by Sol Arch dated June 20, 2017, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The Site Plan Modification will not take effect unless the Town Manager approves the Administrative Adjustment application to reduce the parking requirement by two (2) parking spaces.
2. All conditions from Site Plan 2019-SP-01 approval remain effective.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

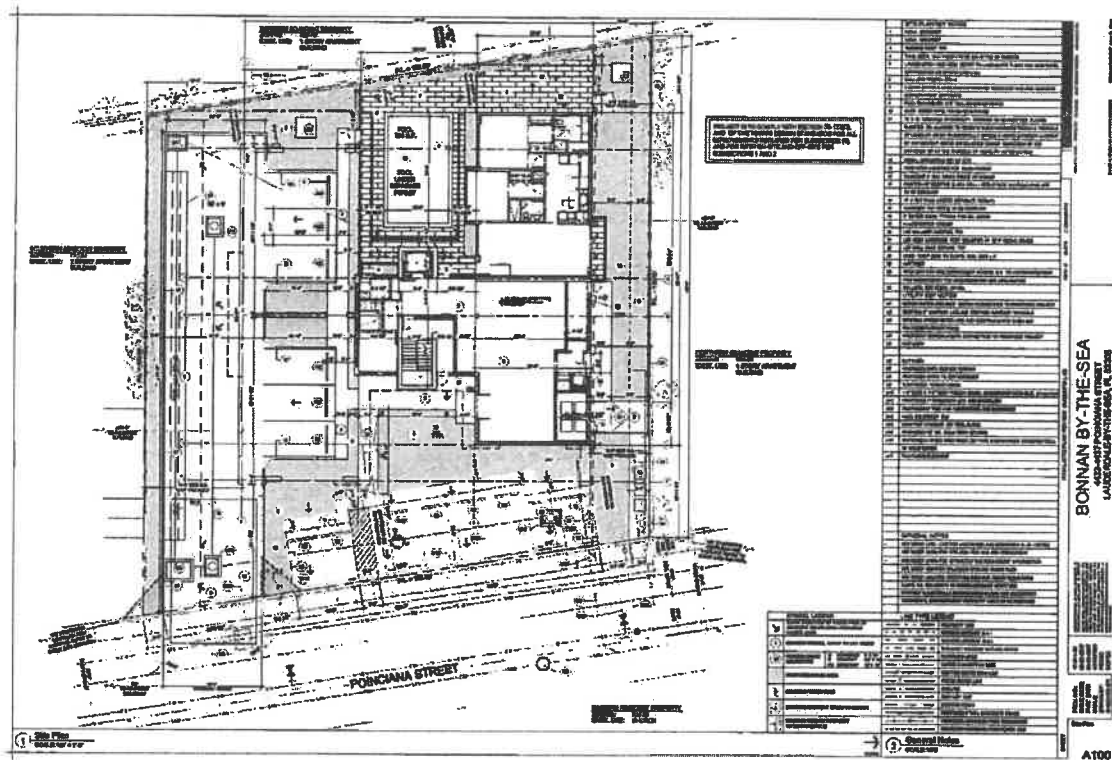
SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

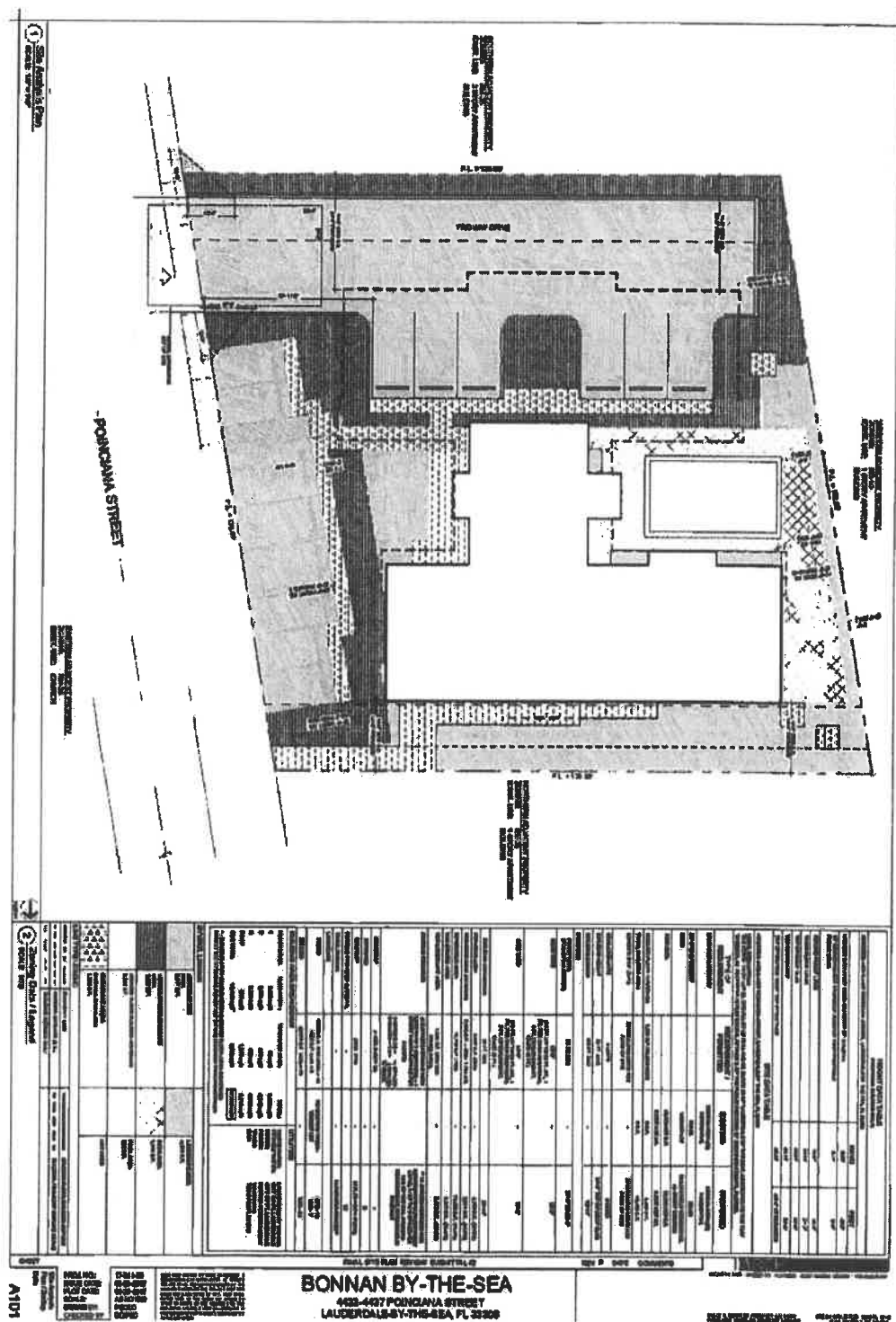
APPROVED this 12th day of November, 2019


MAYOR CHRIS VINCENT

ATTEST:


Ted Allen, Town Clerk, CMC





BONNAN BY-THE-SEA

4433 - 4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FLORIDA



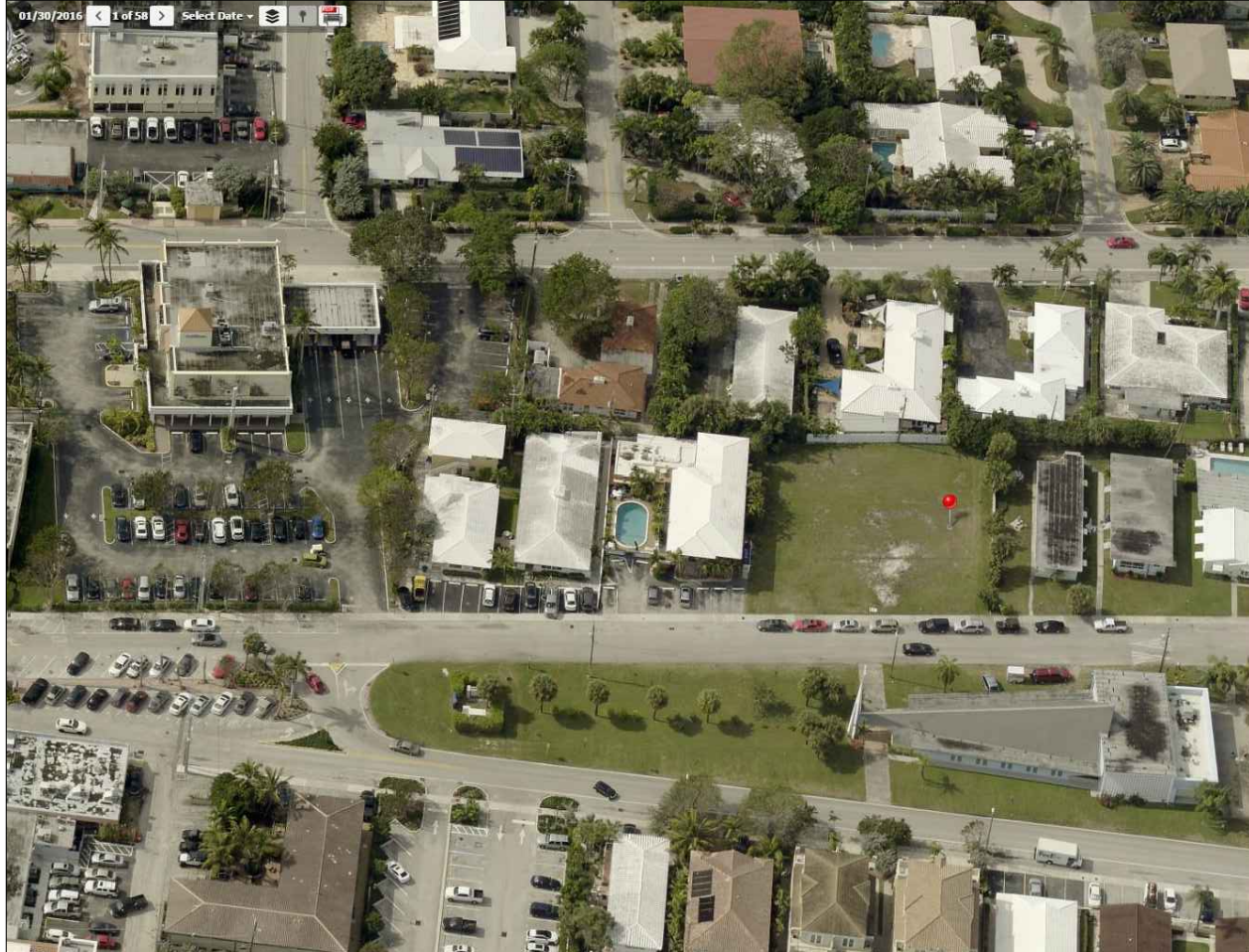
FINAL SITE PLAN REVIEW: SUBMITTAL #5

FEBRUARY 17, 2020
NEW RESIDENTIAL BUILDING

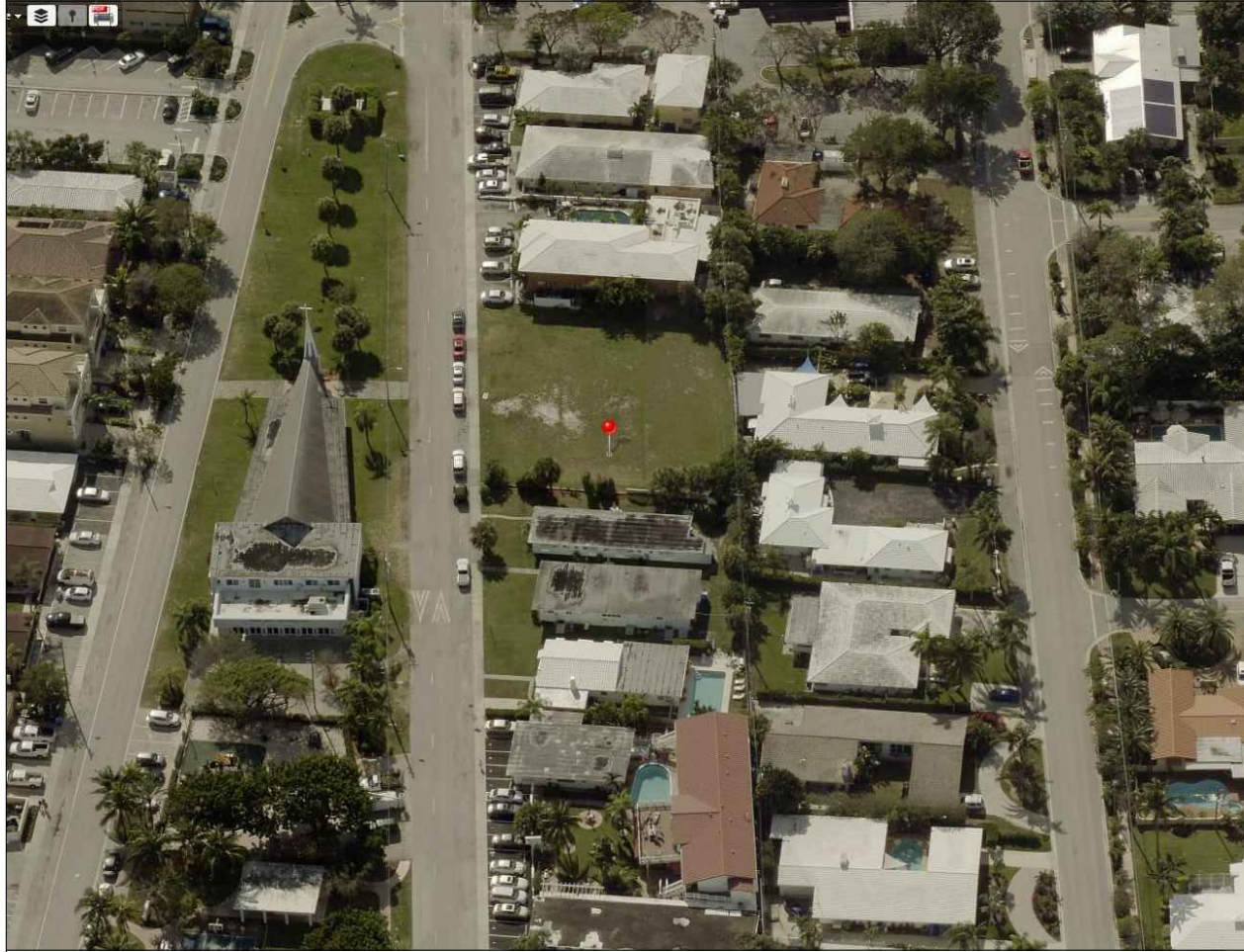
DRAWING INDEX					
SHEET	TITLE	SHEET	TITLE	SHEET	TITLE
A000	COVER	L102	LANDSCAPE NOTES AND DETAILS	A211	UNIT TYPE 2 ENLARGED PLAN
A001	LOCATION PLAN / SITE IMAGERY	L103	IRRIGATION PLAN	A212	UNIT TYPE 3 ENLARGED PLAN
	SURVEY	L104	IRRIGATION NOTES AND DETAILS	A213	UNIT TYPE 4 ENLARGED PLAN
A100	SITE PLAN	A105b	ADJACENT PROPERTIES & ZONING DISTRICT MAP	A300	BUILDING ELEVATIONS
A100a	MUNICIPAL PARKING	A200	GROUND FLOOR PLAN	A301	PRECAST CONC. FENCE ELEVATIONS
A101	SITE ANALYSIS / ZONING DATA	A201	SECOND FLOOR PLAN	A400	BUILDING SECTIONS
A102	SITE SETBACK PLAN	A202	THIRD FLOOR PLAN	A900	BUILDING PERSPECTIVES
A103	UTILITY PLAN	A203	ROOF PLAN	A901	BUILDING PERSPECTIVES
L100	EXISTING TREE DISPOSITION PLAN	A204	UPPER ROOF PLAN		
L101	LANDSCAPE PLAN	A210	UNIT TYPE 1 ENLARGED PLAN		



1 Aerial
SCALE: NTS



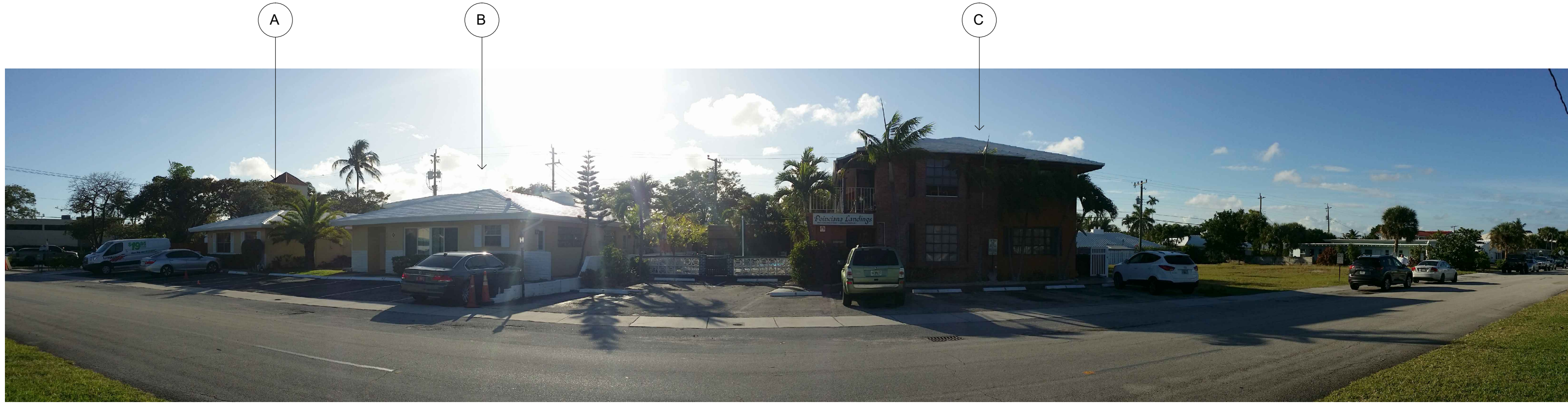
2 Aerial
SCALE: NTS



3 Aerial
SCALE: NTS



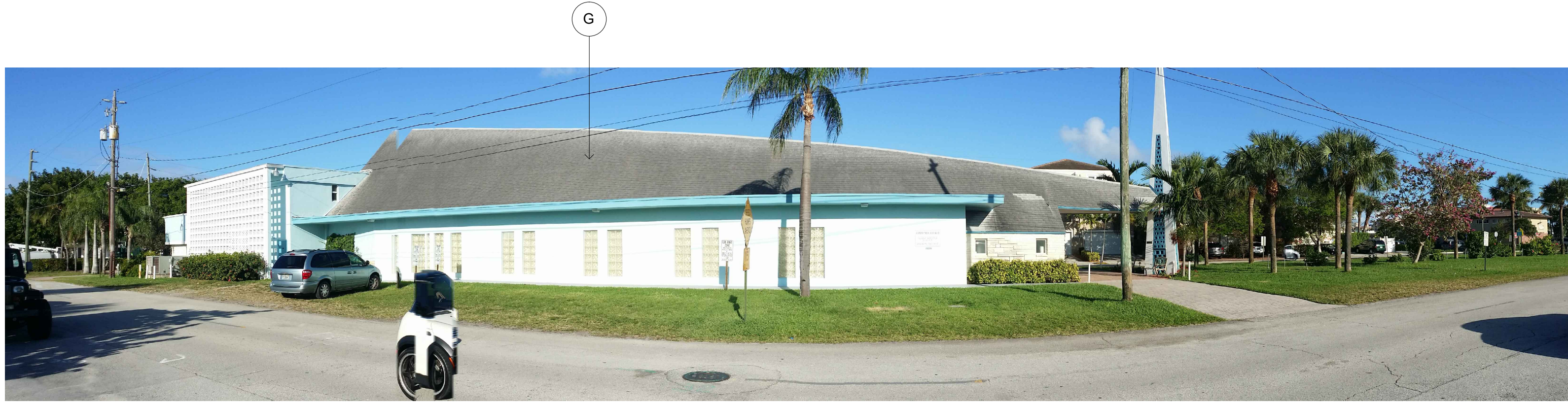
4 Aerial
SCALE: NTS



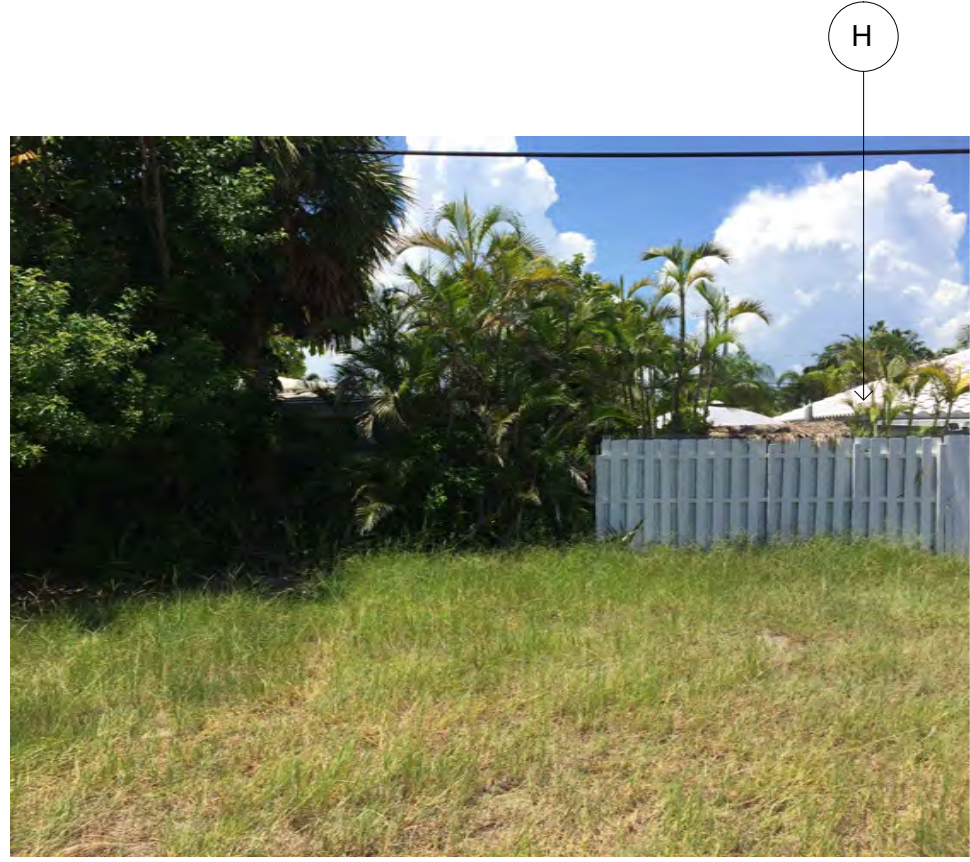
PANORAMIC VIEW 1



PANORAMIC VIEW 2



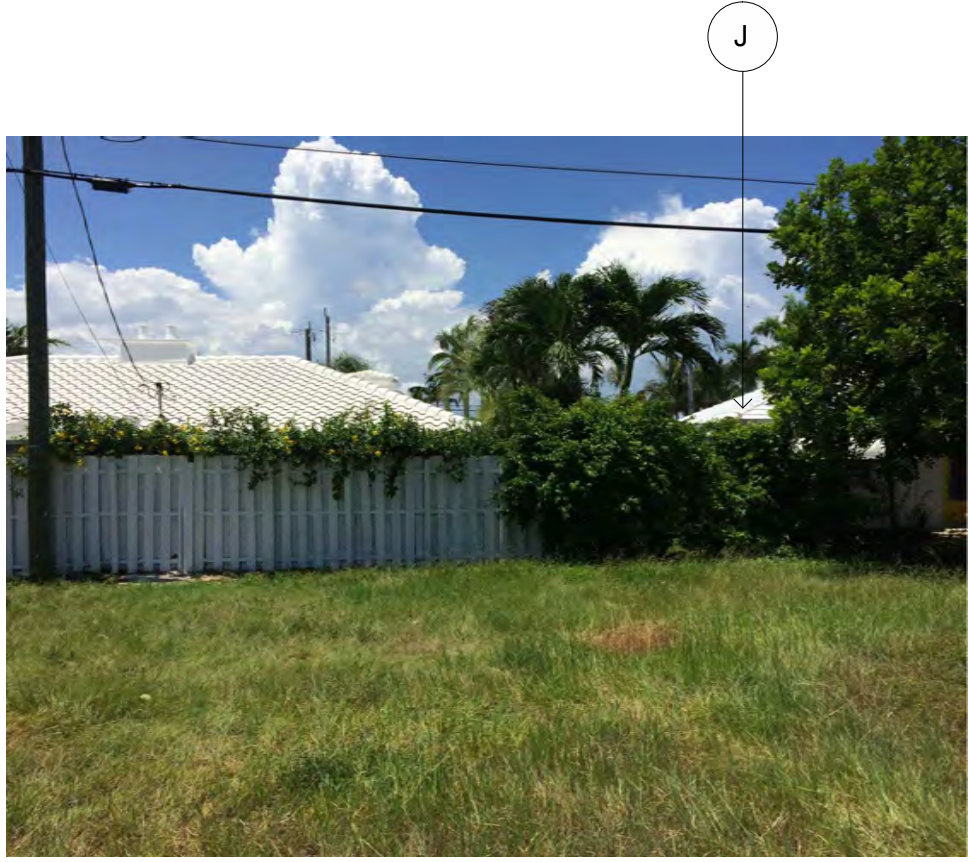
PANORAMIC VIEW 3



VIEW 4



VIEW 5



VIEW 6



FH (160')
FIRE HYDRANT
(XXX') DISTANCE TO
PROPERTY CORNER
1-3 PANORAMIC
VIEW
4-6 STANDARD
VIEW
A-J ADJACENT
STRUCTURE

6 Imagery Plan
SCALE: NTS

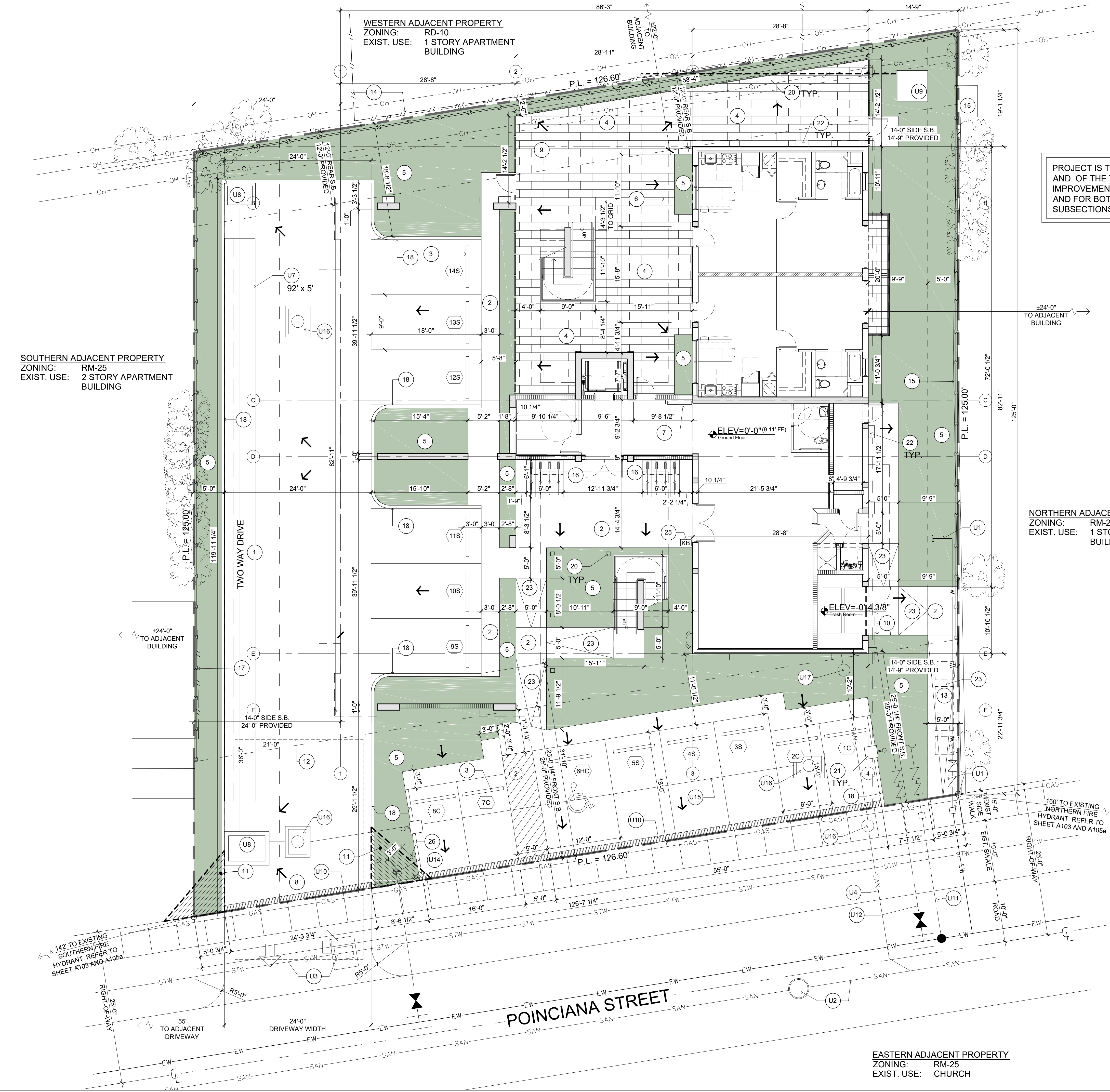


7 Location Plan
SCALE: NTS





PARKING AREA	# OF SPACES	DISTANCE
1	6	±239 FT
2	9	±334 FT
3	121	±331 FT
4	36	±263 FT
TOTAL	172	



SOUTHERN ADJACENT PROPERTY
ZONING: RM-25
EXIST. USE: 2 STORY APARTMENT BUILDING

WESTERN ADJACENT PROPERTY
ZONING: RD-10
EXIST. USE: 1 STORY APARTMENT BUILDING

PROJECT IS TO COMPLY WITH SECTION 30-122(C),
AND OF THE TOWN'S DESIGN STANDARDS FOR ALL
IMPROVEMENTS REQUIRED PER SUBSECTION (1),
AND FOR BOTH ON-SITE AND OFF-SITE PER
SUBSECTIONS 1 AND 2

NORTHERN ADJACENT PROPERTY
ZONING: RM-25
EXIST. USE: 1 STORY APARTMENT BUILDING

EASTERN ADJACENT PROPERTY
ZONING: RM-25
EXIST. USE: CHURCH

SYMBOL LEGEND	
	SLOPE DIRECTION OF PAVED AREA TO ADJACENT GRASS AREA / PAVEMENT PAVING AREA
	KEYNOTE SYMBOL, REFER TO LIST ABOVE
	PARKING SPACE COUNT/TYPE
	PROPOSED GRASS AREA
	EXISTING POWER POLE
	EXISTING ADJACENT TREES TO REMAIN
	EXISTING TREE ON PROPERTY TO REMAIN (QTY: 1)
	S: STANDARD 9' X 18'
	C: COMPACT 8.5' X 15'
	HC: HANDICAP 12' X 18'

LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
	OVERHEAD LINES
	WATER CONNECTION LINE
	EXISTING WATER MAIN LINE
	STORM WATER LINE
	GAS LINE
	SANITARY LINE
	EXISTING FENCE
	PROPOSED 6" TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE
	PROPOSED UNDERGROUND POWER LINE

SITE PLAN KEY NOTES	
1	CONC. DRIVEWAY
2	CONC. WALKWAY
3	PARKING STOP, TYP.
4	DECK, TILE FINISH (TO BE SELECTED BY OWNER)
5	LANDSCAPED / SOD AREA. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON SHEETS L100-L104
6	SHALLOW TRENCH DRAIN
7	18 DOOR USPS APPROVED RECESSED MAILBOX CABINETS
8	NEW DRIVEWAY ENTRANCE
9	POOL ENCLOSURE: 5'-0" TALL ALUMINUM FENCE
10	ALUM. SWING GATE / TRASH ENCLOSURE
11	10' X 10' TRIANGLE OF VISIBILITY. NOTHING TO BE ERRECTED, PLACED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER WITHIN A TRIANGLE OF VISIBILITY AS SO TO MATERIALLY IMPEDE A VISION BETWEEN A HEIGHT OF 2'-6" AND 8'-0" ABOVE ESTABLISHED GRADE, MEASURED AT THE DRIVEWAY OR AT THE TRIANGLE OF VISIBILITY INTERSECTION
12	AERIAL APPARATUS SET UP SITE
13	PROPOSED LOCATION FOR TRASH PICKUP
14	ADJACENT 6' TALL WOOD FENCE TO REMAIN
15	PORTION OF EXISTING BLOCK WALL / STRUCTURE ENCROACHING SITE TO BE REMOVED
16	4 BICYCLE RACKS (18" X 6' MIN. AREA PER RACK, 8 RACKS TOTAL)
17	ADJACENT PVC FENCE TO BE REMOVED
18	6" RAISED CURB, TYPICAL FOR ALL CURBS
19	HI-LOW WATER COOLER
20	LED BOLLARD LIGHTING, TYP.
21	LED AREA LUMINAIRE, POST MOUNTED AT 15'-0" ABOVE GRADE
22	LED WALL PACK FIXTURE, TYP.
23	CONC. RAMP (MAX 2% SLOPE), MAX. RISE < 6"
24	NOT USED
25	KNOX BOX FOR FIRE DEPARTMENT ACCESS. G.C. TO COORDINATE WITH FIRE DEPARTMENT FOR REQUIREMENTS AND APPLICATION
26	BOLLARD, SEE DETAIL 6/A100c

UTILITY KEY NOTES	
U1	WATER METER AND PROP. WATER CONNECTION TO PROPOSED PROJECT
U2	EXISTING 8" SANITARY LINE AND EXISTING SANITARY MANHOLE
U3	EXISTING STORM WATER LINE AND EXISTING CATCH BASIN (NO PROPOSED CONNECTIONS)
U4	PROPOSED SEWER/LATERAL CONNECTION TO PROPOSED PROJECT
U5	NOT USED

U6	NOT USED
U7	PROPOSED EXFILTRATION TRENCH
U8	PROPOSED DITCH TO BOTTOM INLET
U9	ELECTRICAL TRANSFORMER
U10	1'-0" WIDE X 1'-0" DEEP TRENCH DRAIN, COORDINATE WITH CIVIL DRAWINGS
U11	PROPOSED 1" IRRIGATION LINE AND BACKFLOW
U12	PROPOSED 6" FIRE LINE CONNECTION AND BACKFLOW
U13	NOT USED
U14	NEW FIRE HYDRANT, SEE CIVIL PLANS.
U15	PROPOSED 18" DIA. SOLID HDPE 80' LONG
U16	PROPOSED LATEST FDOT INDEX 232 TYPE D STRUCTURE DRAINAGE WELL W/ SOLID COVER
U17	PROPOSED CLEANOUT

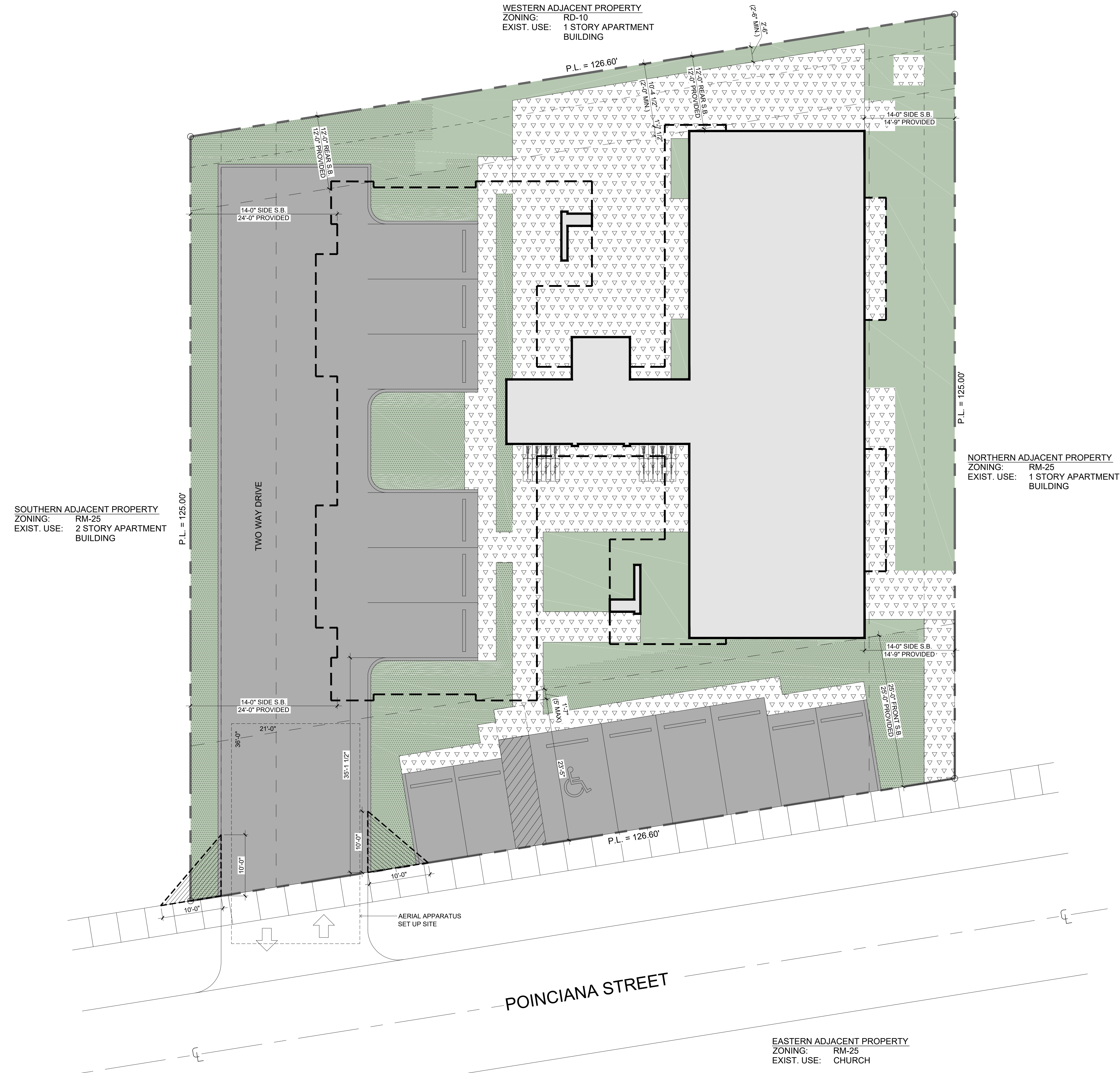
GENERAL NOTES	
-	SEE SHEET L100 - L104 FOR LANDSCAPE AND IRRIGATION PLAN / NOTES
-	SEE SHEET A100a FOR SITE ANALYSIS AND ARE BREAKDOWN
-	SEE SHEET A100b FOR SETBACKS / BUILDING HEIGHT INFORMATION
-	SEE SHEET A200 FOR ENLARGED GROUND FLOOR PLAN
-	SEE SHEET A302 FOR PROPOSED PRECAST FENCE ELEVATIONS
-	SLOPE ALL WALKWAYS TO GRASS AREAS AT 1/8"/FT MIN.
-	EXISTING BLOCK WALLS ENCROACHING ALONG THE NORTHERLY, SOUTHERLY, AND WESTERLY PROPERTY LINES TO BE REMOVED

1 Site Plan
SCALE: 1/8" = 1'-0"

2 General Notes
SCALE: NTS

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

CONSTRUCTION AND USE OF THIS DOCUMENT IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS PROHIBITED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DOCUMENT.



HEIGHT DATA TABLE (PROPOSED BUILDING ONLY)			
ADDRESS: 4433 & 4437 POINCIANA STREET, LAUDERDALE BY THE SEA, FL 33308			
	NAVD	FEET	
HIGHEST CROWN OF ROAD ADJACENT OF BUILDING	8.61'	-0'-6"	
18" ABOVE HIGHEST CROWN OF ROAD OR FIRST HABITABLE FLOOR LEVEL	9.11'	0'-0"	
SECOND FLOOR LEVEL	19.44'	10'-4"	
THIRD FLOOR LEVEL	29.78'	20'-8"	
TOP OF ROOF SLAB	40.11'	31'-0"	
TOP OF PARAPET	44.28'	35'-2"	
TOP OF HIGHEST ROOF TOP STRUCTURE	47.28'	38'-2" AT ELEVATOR	

SITE DATA TABLE			
ADDRESS: 4433 & 4437 POINCIANA STREET, LAUDERDALE BY THE SEA, FL 33308			
LEGAL DESCRIPTION: THE NORTH 1/2 OF LOT 63, AND ALL OF LOTS 64 AND 65, BLOCK 28 OF "LAUDERDALE BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.			
TYPE OF REQUIREMENT	REQUIREMENT / PERMITTED	APPROVED	PROPOSED
LAND USE CATEGORY	-	MEDIUM-HIGH (25) RESIDENTIAL	MEDIUM-HIGH (25) HOTEL
ZONING CATEGORY	-	RM-25	RM-25
USES	-	MULTI-FAMILY RESIDENTIAL (3) STORY BUILDING	HOTEL (3) STORY BUILDING
SITE AREA	-	15,626 NET S.F.	15,626 NET S.F.
	-	0.3587 NET AC.	0.3587 NET AC.
GROUND FLOOR COVERAGE	1,200 S.F. INLAND LOTS	3,266 S.F.	2,791 S.F.
TOTAL BUILDING AREA	-	15,499 S.F.	14,840 S.F.
DENSITY: # OF UNITS	50 HOTEL ROOMS PER ACRE OF SITE	25 DWELLING UNITS PER ACRE OF SITE	50 HOTEL ROOMS PER ACRE OF SITE
DWELLING UNITS	18 UNITS	9 UNITS	18 UNITS
BUILDING HEIGHT	33 FT. MAX	31'-6" TOP OF ROOF SLAB	31'-0" TOP OF ROOF SLAB
BUILDING LENGTH	200 FT. MAX	82'-11"	82'-11"
SETBACKS			
FRONT YARD (POINCIANA STREET)	25 FT. MIN	25'-0" TO 25'-9"	25'-0" TO 25'-9"
REAR YARD	12'-0" (10 FT. UP TO 22 FT. HT., 1 FT. PER EACH ADDITIONAL 4 FT. OF BUILDING HT. OVER 22 FT.)	12'-0"	12'-0"
SIDE YARD	14'-0" (10 FT. UP TO 22 FT. HT., 1 FT. PER EACH ADDITIONAL 2 FT. OF BUILDING HT. OVER 22 FT.)	14'-9"	14'-9"
BUILDING SEPARATION	20 FT. MIN.	28'-11"	28'-11"
PERVIOUS AREA	3,907 S.F. (25%)	4,193 S.F. (26.8%)	4,299 S.F. (27.6%)
PERVIOUS AREA (SETBACK)	7,135 S.F. x 25%= 1,784 S.F.	2,991 S.F. (41.9%)	2,954 S.F. (41.4%)
IMPERVIOUS AREA	11,719 S.F. (75%)	11,433 S.F. (73.2%)	11,327 S.F. (72.4%)
VUA (PAVED) AREA	-	5,217 S.F. (33.4%)	5,217 S.F. (33.4%)
VUA LANDSCAPE AREA	1,043 S.F. (20% VUA PAVED AREA)	2,472 S.F. (47.4%)	2,432 S.F. (46.6%)
PARKING REQUIRED	(1 PARKING SPACE FOR EACH HOTEL UNIT) 18 UNITS X 1 = 18 SPACES**	16 SPACES REQUIRED; 14 SPACES PROVIDED ON SITE, 2 SPACES WAIVED THROUGH ADMINISTRATIVE ADJUSTMENT (2019-L1-AA-02)	18 SPACES REQUIRED; 14 SPACES PROVIDED ON SITE, 2 SPACES WAIVED THROUGH ADMINISTRATIVE ADJUSTMENT (2019-L1-AA-02); 2 SPACES PROVIDED THROUGH 8 BICYCLE PARKING SPACES AND THE PROVISION OF 4 BICYCLE
HANDICAP	(1 PER EVERY 25)	1	1
STANDARD	-	9	9
COMPACT	(MAX. 25%)	14 X .25 = 3.5 = 4 (25%)	14 X .25 = 3.5 = 4 (25%)
PARKING PROVIDED SUBTOTAL	-	14	14
TOTAL PARKING	-	14 PARKING SPACES	14 PARKING SPACES
LANDSCAPE			
TREES	1/1000 S.F. SITE AREA = 16 1/200 S.F. VUA = 6	SITE - 16 VUA - 7	SITE - 16 VUA - 7
SHRUBS	(3/200 S.F. VUA) = 18	VUA - 94	VUA - 94

BUILDING AREA BREAKDOWN			UTILITIES	
FLOOR LEVEL	BLDG AREA*	BALC AREA:	TOTAL:	LAUDERDALE BY THE SEA
1	2,791 sq/ft	70 sq/ft	2,861 sq/ft	CITY OF FT. LAUDERDALE
2	6,055 sq/ft	280 sq/ft	6,335 sq/ft	CITY OF FT. LAUDERDALE
3	5,994 sq/ft	280 sq/ft	6,274 sq/ft	FLORIDA POWER & LIGHT
SUB TOTAL	14,840 sq/ft*	630 sq/ft	15,470 sq/ft	WASTE-PRO
* : BUILDING AREA CALCULATED AS GROSS FLOOR AREA CONTAINED WITHIN THE EXTERNAL PERIMETER OF THE EXTERIOR ENCLOSING WALLS			WASTE WATER:	TECO PEOPLES GAS
			POTABLE WATER:	
			WATER:	
			POWER:	
			TRASH:	
			GAS:	

SYMBOL LEGEND			
	VEHICULAR USE AREA 5,217 S.F.		LANDSCAPE AREA 4,299 S.F.
	VEHICULAR USE LANDSCAPE AREA 2,432 S.F.		BIKE RACKS (MIN. 18" X 6'-0") 8 TOTAL PROVIDED
	GROUND FLOOR BUILDING COVERAGE 2,791 S.F.		NOT USED
	HARDSCAPE AREAS (walkways, terrace, etc.) 3,319 S.F.		NOT USED
LINE TYPE LEGEND			
	PROPERTY LINE		GROUND FLOOR BUILDING OUTLINE
	PARKING SETBACK (S.B.)		BUILDING / BALCONY OUTLINE ABOVE
	BUILDING SETBACK (S.B.)		

So ARCH

ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

REV # DATE COMMENTS

FINAL SITE PLAN REVIEW: SUBMITTAL #2

BONNAN BY-THE-SEA

4433-4437 POINCIANA STREET

LAUDERDALE-BY-THE-SEA, FL 33308

17-011-00

06-20-2017

06-20-2017

AS NOTED

PEC/JC

DC/PEC

PROJ. NO.:

ISSUE DATE:

PLOT DATE:

SCALE:

DRAWN BY:

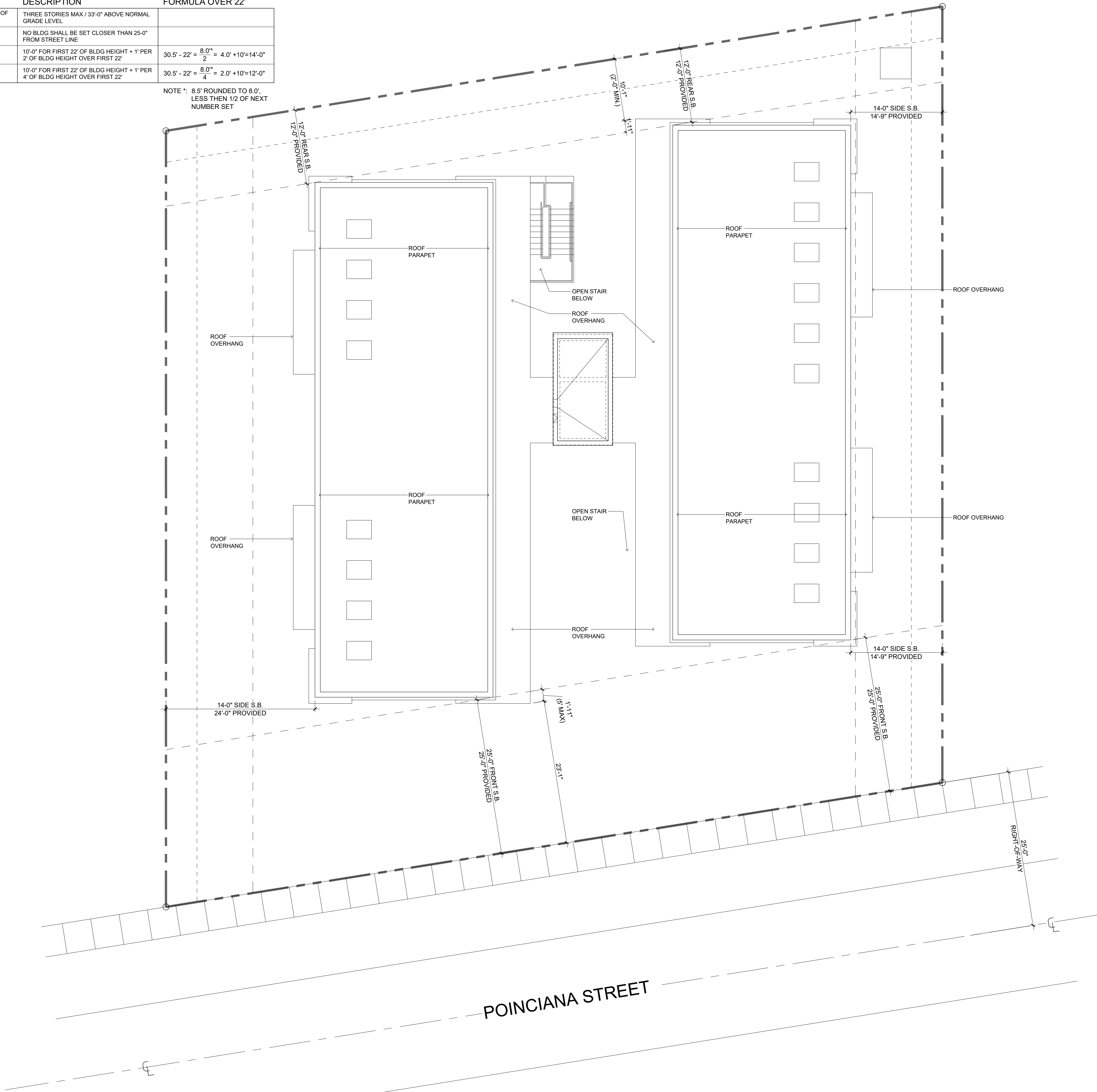
CHECKED BY:

Site Analysis
Plan / Zoning
Data

A101

RM-25 DISTRICT	DISTANCE	DESCRIPTION	FORMULA OVER 22'
BLDG HEIGHT:	30'-6" (T.O. ROOF SLAB)	THREE STORIES MAX / 33'-0" ABOVE NORMAL GRADE LEVEL	
FRONT SETBACK:	25'-0"	NO BLDG SHALL BE SET CLOSER THAN 25'-0" FROM STREET LINE	
SIDE SETBACK:	14'-0"	10'-0" FOR FIRST 22' OF BLDG HEIGHT + 1' PER 2' OF BLDG HEIGHT OVER FIRST 22'	$30.5' - 22' = \frac{8.0'}{2} = 4.0' + 10' = 14'-0"$
REAR SETBACK:	12'-0"	10'-0" FOR FIRST 22' OF BLDG HEIGHT + 1' PER 4' OF BLDG HEIGHT OVER FIRST 22'	$30.5' - 22' = \frac{8.0'}{4} = 2.0' + 10' = 12'-0"$

NOTE *: 8.5' ROUNDED TO 8.0', LESS THEN 1/2 OF NEXT NUMBER SET



1 Site Setbacks
SCALE: 1/8" = 1'-0"



2 DATA / NOTES
SCALE: N.T.S.

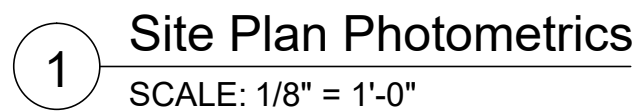
LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

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Site Setbacks



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Exterior Walkway	Illuminance	Fc	6.16	29.3	1.0	6.16	29.30
Exterior Walkway #2	Illuminance	Fc	2.90	5.3	1.4	2.07	3.79
Lobby Floor	Illuminance	Fc	13.15	16.3	4.5	2.92	3.62
Parking Garage	Illuminance	Fc	10.12	19.2	1.7	5.95	11.29
Patio Area	Illuminance	Fc	7.90	32.8	1.7	4.65	19.29
Restroom Floor	Illuminance	Fc	7.51	9.2	6.3	1.19	1.46
Site Lighting	Illuminance	Fc	3.07	5.4	1.4	2.19	3.86
Stainwell #1 Floor	Illuminance	Fc	26.24	29.6	22.3	1.18	1.33
Stainwell #2 Floor	Illuminance	Fc	23.26	30.2	15.6	1.49	1.94
Storage Floor	Illuminance	Fc	23.55	29.2	16.0	1.47	1.83
Vestibule #1 Floor	Illuminance	Fc	19.37	23.3	15.0	1.29	1.55
Vestibule #2 Floor	Illuminance	Fc	13.92	18.5	8.6	1.62	2.15

[illegible]

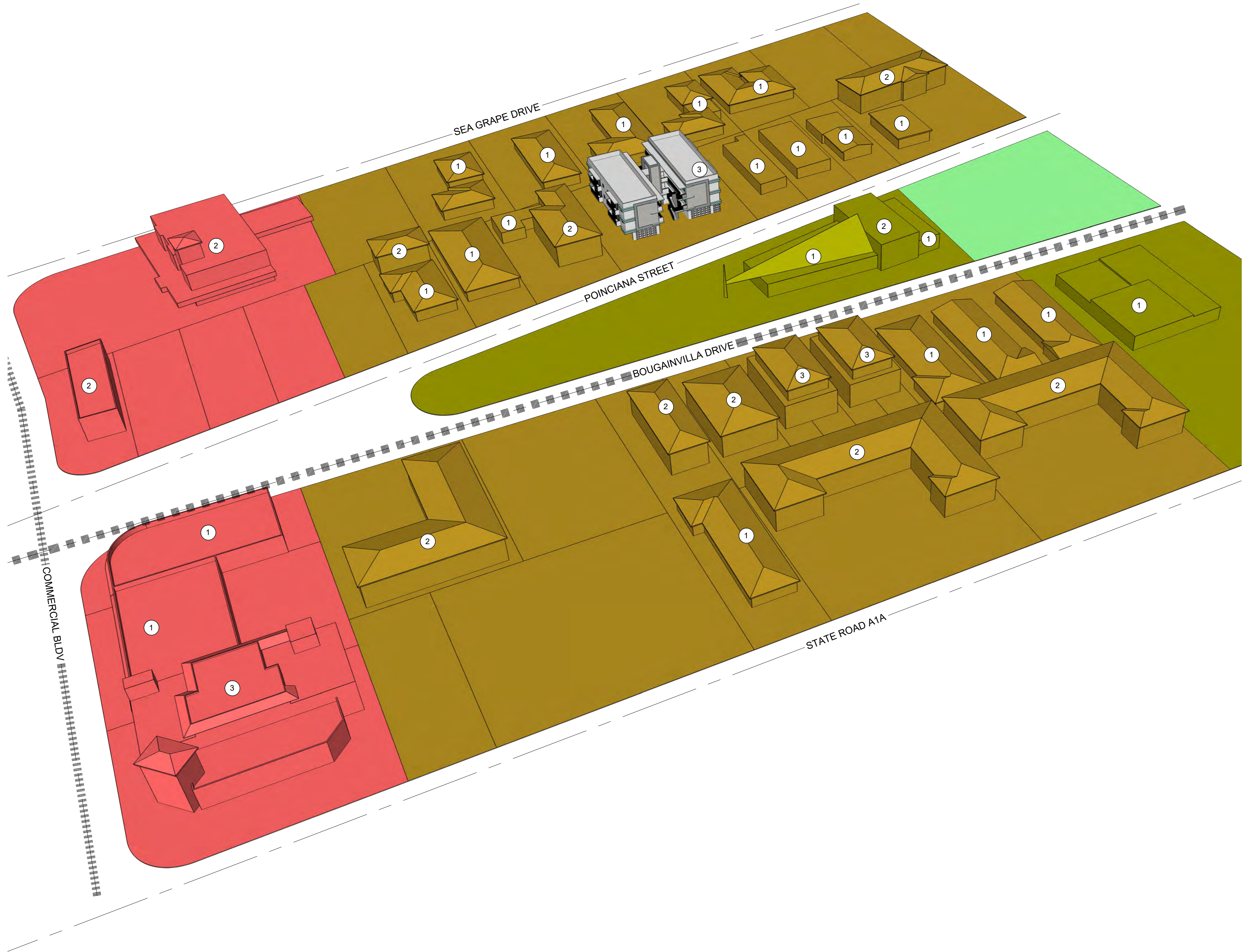
LEGEND

- CF
COMMUNITY FACILITY
- MH
MULTI-FAMILY RESIDENCE
(MEDIUM-HIGH - 25 DWELLING UNITS / ACRE MAX)
- COM
COMMERCIAL
- P
RECREATION & OPEN SPACE

① BUILDING HEIGHT (IN STORIES)

||||| BROWARD COUNTY PLANNING COUNCIL TRAFFICWAY - 100' R / W

■ ■ BROWARD COUNTY PLANNING COUNCIL TRAFFICWAY - 54' R / W - 1 WAY PAIR



① Adjacent Properties
SCALE: N.T.S.



② Zoning District Map
SCALE: N.T.S.

Town of Lauderdale By The Sea

ZONING MAP

LEGEND

- Town Boundary
- Zoning District Line
- Town Zoning Districts**

RS - 4

Residence, Single - Family Dwelling
(4 Dwelling Units / Net Acre)

RS - 5

Residence, Single - Family Dwelling
(5 Dwelling Units / Net Acre)

RD - 10

Residence, Two - Family Dwelling (Duplex)
(10 Dwelling Units / Net Acre)

RM - 15

Residence, Apartments, Hotels, etc. (Multiple Dwellings)
(15 Dwelling Units / Net Acre)

RM - 16

Residence, Apartments, Hotels, etc. (Multiple Dwellings)
(16 Dwelling Units / Net Acre)

RM - 25

Residence, Apartments, Hotels, etc. (Multiple Dwellings)
(25 Dwelling Units / Net Acre)

RM - 50

Hotel, Motel, Apartment Hotel, Apartments (High - Rise)
(50 Dwelling Units / Net Acre)

R - 5

Motel District

PUD

Planned Unit Development District

B - 1A

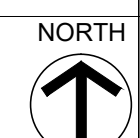
Business, Retail Business

B - 1

Business, Retail Business

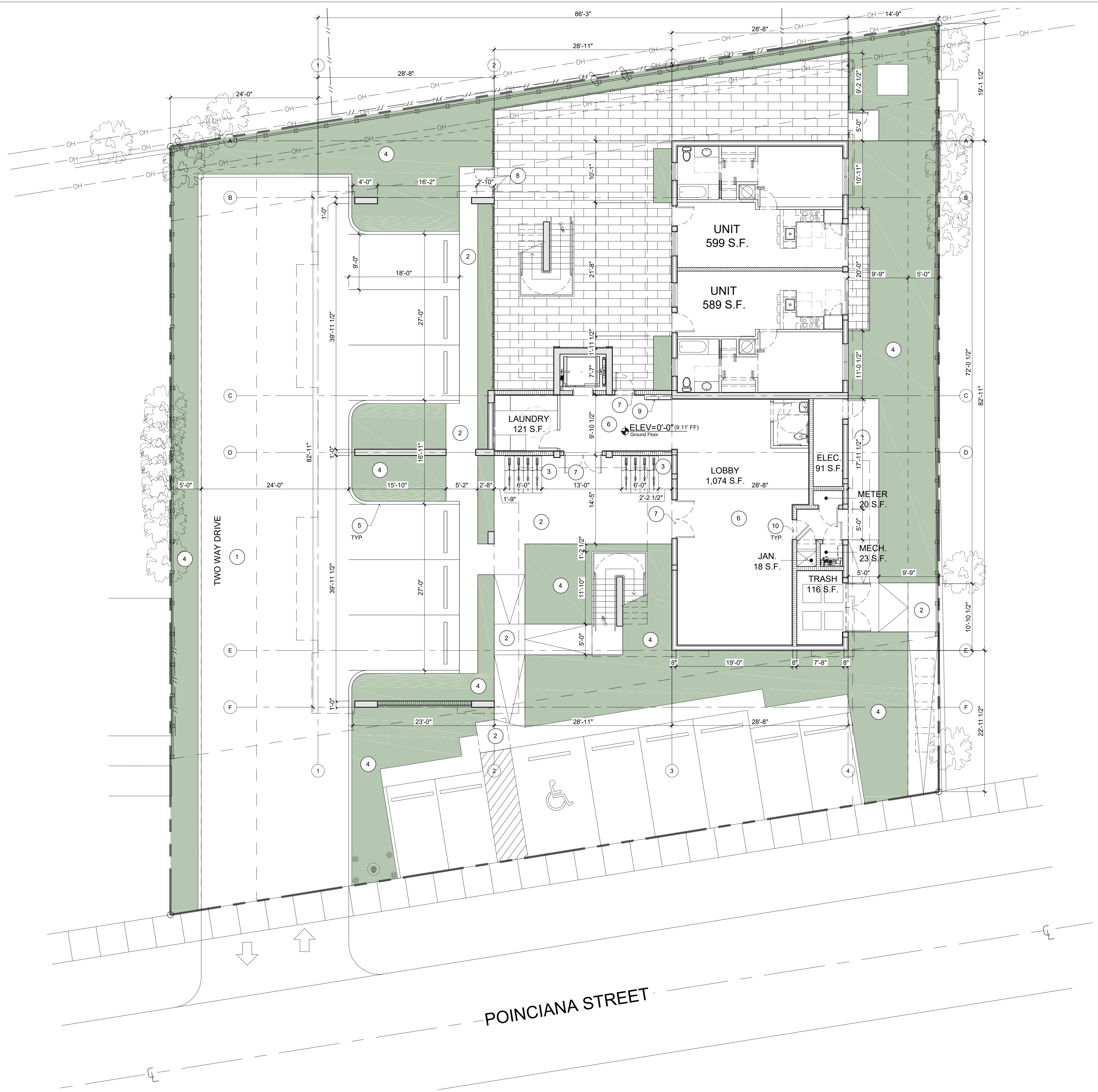
WATER

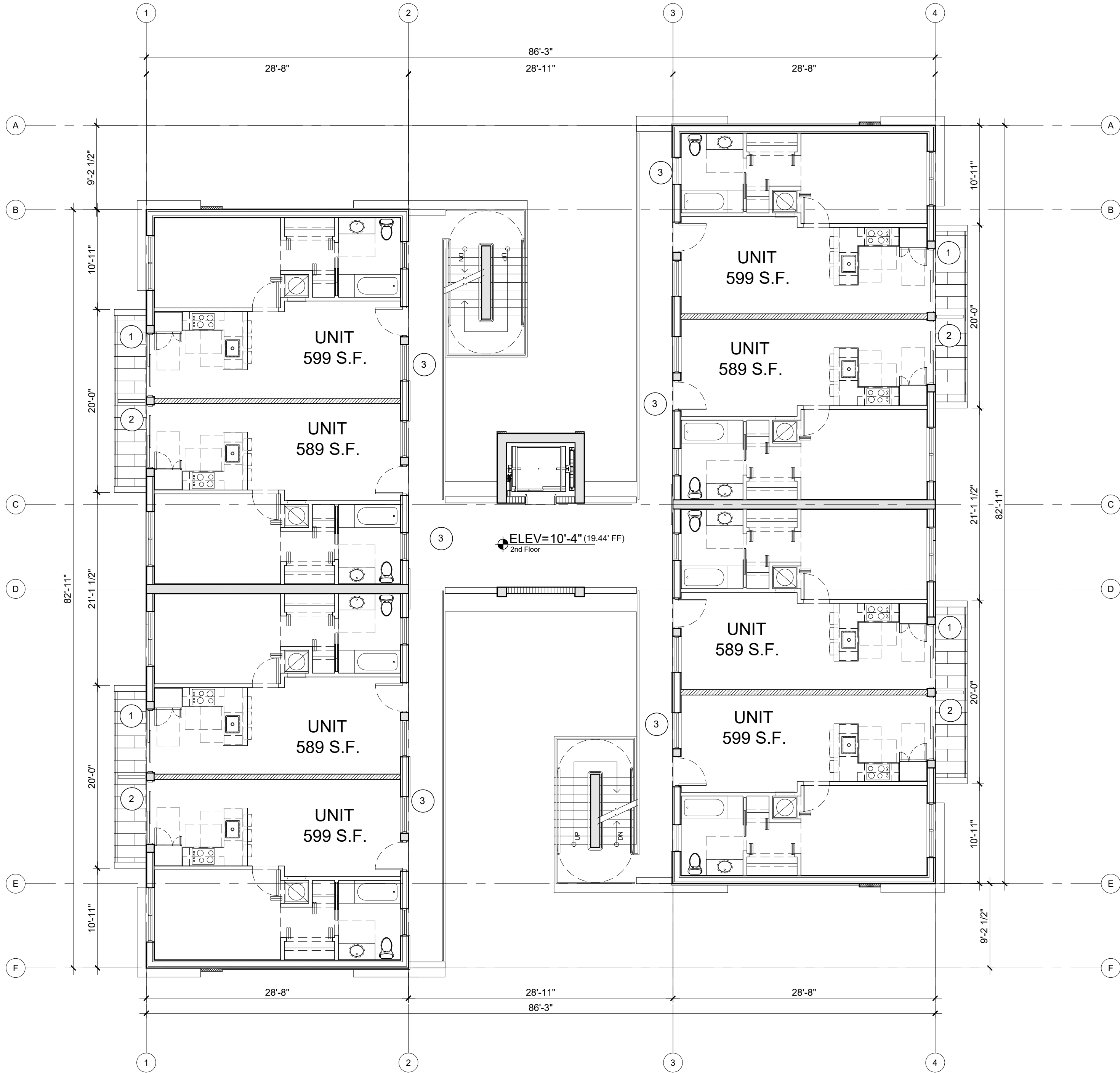
Unzoned Area
- | No | Revisions | Date |
|----|---|------|
| 1 | SILVER SHORES BLK 38, LOT 25 FROM RS-5 TO RD-10 | 10/3 |
| 2 | UNIFIED LAND DEVELOPMENT CODE | 3/07 |
| 3 | REPEALED OVERLAY DISTRICTS | 3/08 |
-
- 250' 0' 500' 1000' 1500'
- Graphic Scale
Map Update: May 2011
-
- FINAL SITE PLAN REVIEW: SUBMITTAL #2
- REV. # DATE COMMENTS
- SOI ARCH
- ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
- BONNAN BY-THE-SEA**
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308
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ISSUE DATE: 06-20-2017
PLOT DATE: 06-20-2017
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC
- Adjacent
Properties and
Zoning District
Map
- A105b
- DULCE M. CONDE, P.A. ARCHITECT A00058003
PRIMITIVO L. CONDE, P.A. ARCHITECT A00044008
6780 SW 60TH STREET MIAMI, FL 33143
P-305 740 0723 F-305 740 0716
- 338



LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
	PROPOSED 6' TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE

KEY NOTES	
1	CONC. DRIVEWAY
2	CONC. WALKWAY
3	BICYCLE RACKS
4	LANDSCAPED AREA
5	PERIMETER CURB
6	LOBBY
7	IMPACT RESISTANT STOREFRONT / ENTRANCE DOOR
8	5'-0" TALL DECK ENCLOSURE AND GATE WITH LATCH AND SPRING HINGES
9	18 DOOR USPS APPROVED RECESSED MAILBOX CABINETS
10	HOLLOW METAL DOOR





LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
	PROPOSED 6' TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE

KEY NOTES	
1	UNIT BALCONY W/ METAL RAILINGS
2	WOOD/METAL BALCONY DIVIDER
3	WALKWAY W/ METAL RAILINGS

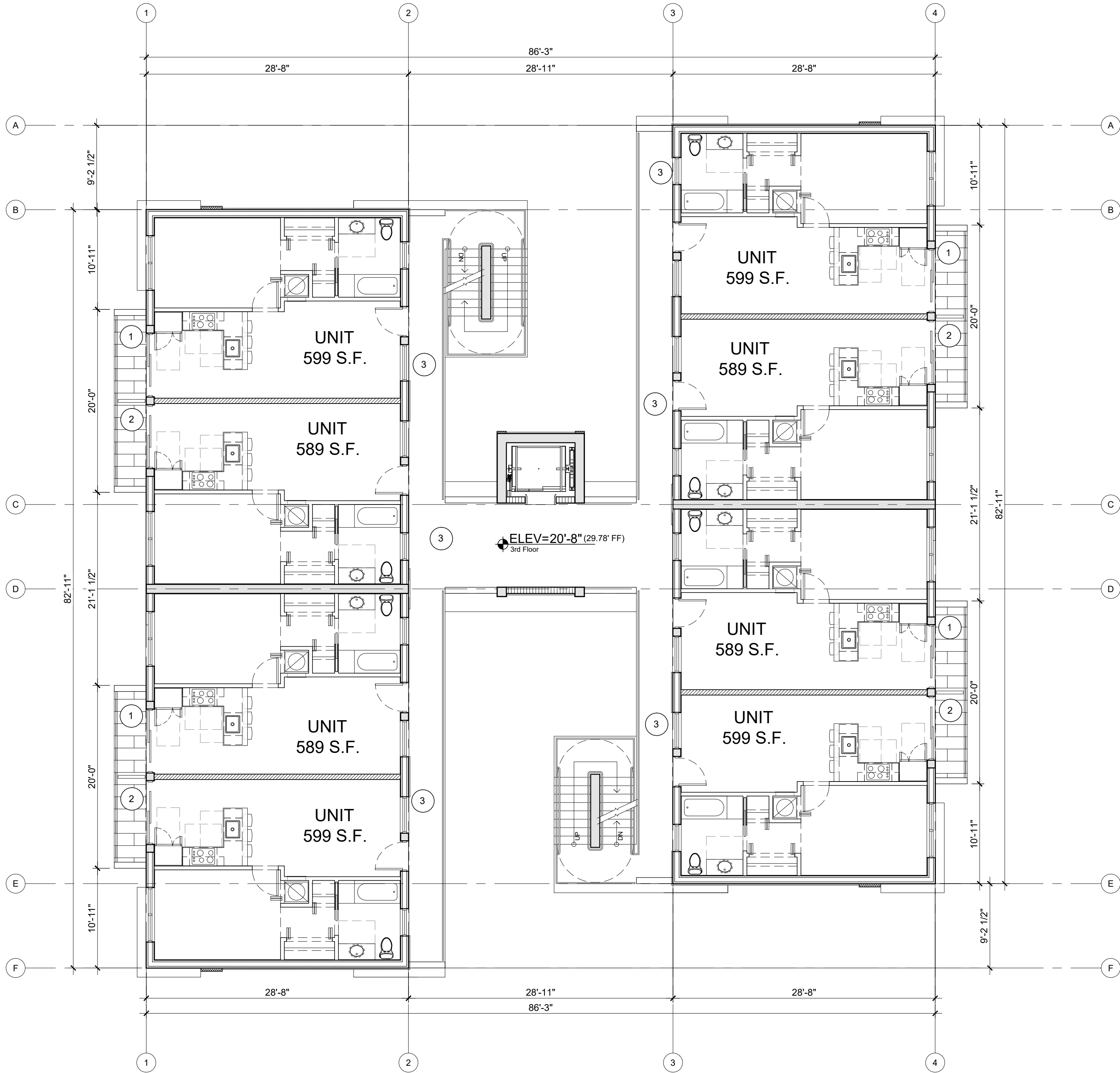
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Third Floor Plan
SCALE: 1/8" = 1'-0"



2

General Notes
SCALE: NTS



LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
	PROPOSED 6' TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE

KEY NOTES	
1	UNIT BALCONY W/ METAL RAILINGS
2	WOOD/METAL BALCONY DIVIDER
3	WALKWAY W/ METAL RAILINGS

SHEET

Third Floor Plan

PROJ. NO.:
ISSUE DATE:
PLOT DATE:
SCALE:
DRAWN BY:
CHECKED BY:

17-011-00
06-20-2017
06-20-2017
AS NOTED
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DC/PEC

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FINAL SITE PLAN REVIEW: SUBMITTAL #2

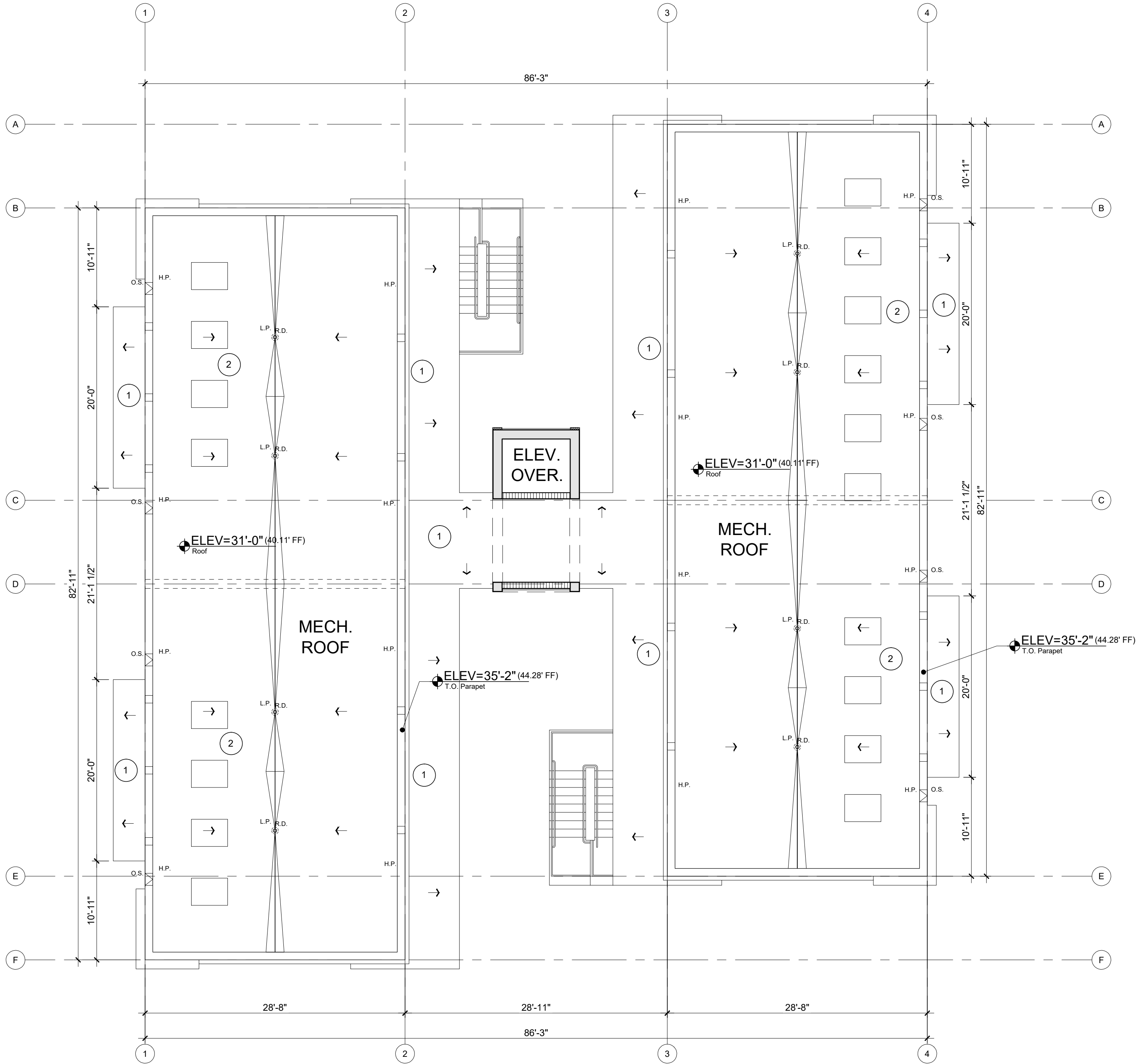
REV. # DATE COMMENTS

So ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

A202

DULCE M. CONDE P.A. ARCHITECT A00015803
PRIMITIVO E. CONDE, P.A. ARCHITECT A00014408

6780 SW 60TH STREET MIAMI FL 33143
P-305 740 0723 F-305 740 0716



LINE TYPE LEGEND	
	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
	PROPOSED 6' TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE

KEY NOTES	
1	CONCRETE OVERHANG
2	HVAC EQUIP

SHEET

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. # DATE COMMENTS

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ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

PROJ. NO.: 17-011-00
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Roof Plan

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

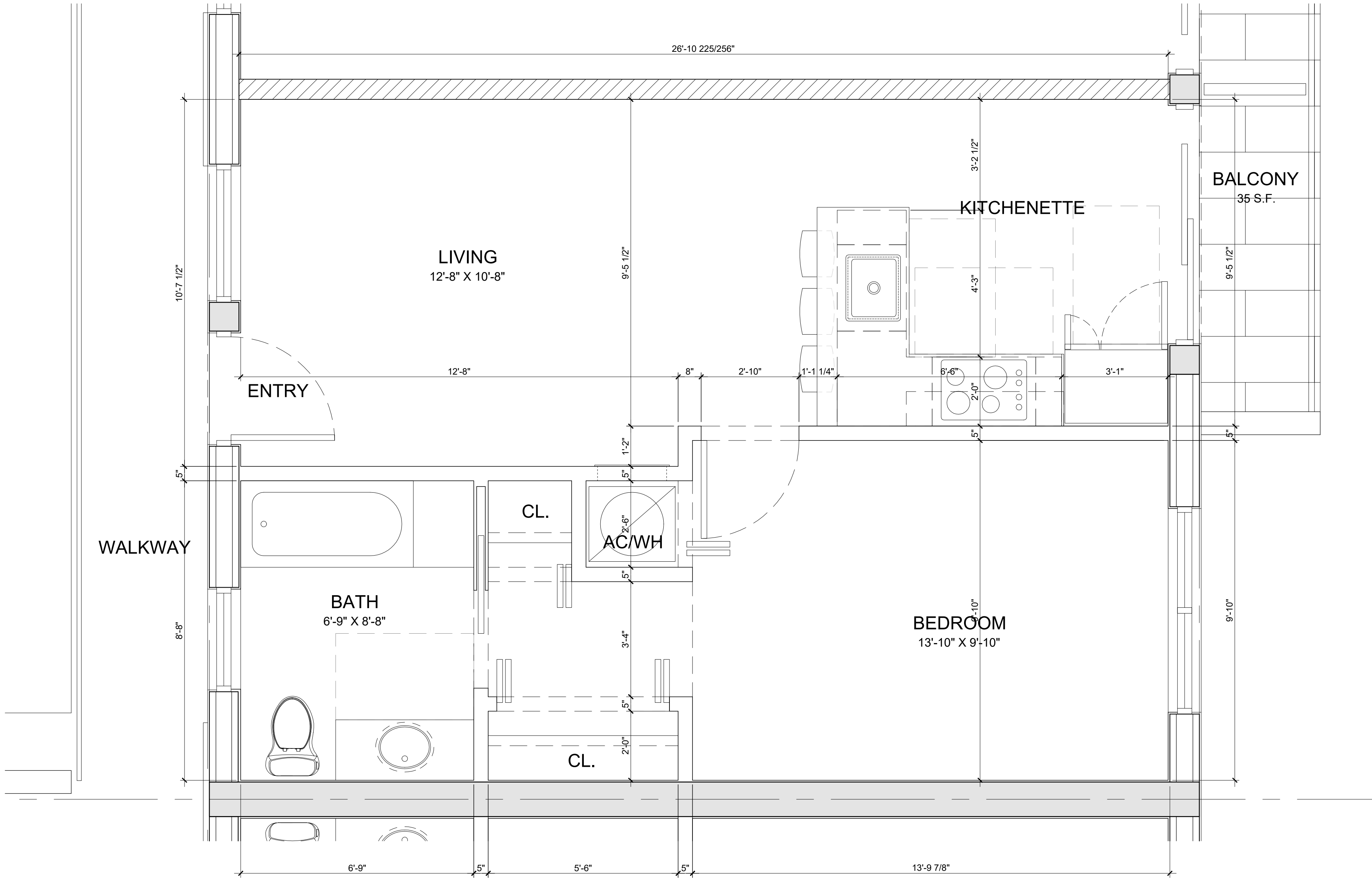
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PRIMITIVO E. CONDE, P.A. ARCHITECT A0034468

6780 SW 60TH STREET MIAMI FL 33143
P-305 740 0723 F-305 740 0716

1 Typical Unit Enlarged Plan

SCALE: 1/2" = 1'-0"



2 General Notes

SCALE: NTS

AREA BREAKDOWN

UNIT:	589 S.F.
BALCONY 1:	35 S.F.
TOTAL:	+/- 624 S.F.

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Typical Unit
Enlarged Plan

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4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. # DATE COMMENTS

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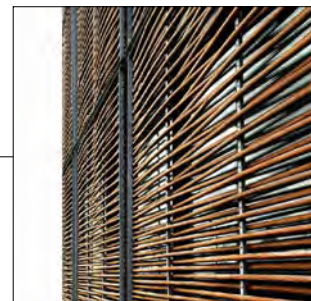
DULCE M. CONDE, P.A. ARCHITECT A000158003
PRIMITIVO E. CONDE, P.A. ARCHITECT A00014400

6780 SW 60TH STREET MIAMI, FL 33143
P-305 740 0723 F-305 740 0716

ELEV=38'-2" (47.28')
T.O. Core
ELEV=35'-2" (44.28' FF) 3'-0"
T.O. Parapet
ELEV=31'-6" (40.61' FF) 3'-2"
Roof Deck
ELEV=31'-0" (40.11' FF)
Roof
10'-4"
ELEV=20'-8" (29.78' FF)
3rd Floor
10'-4"
ELEV=10'-4" (19.44' FF)
2nd Floor
10'-4"
ELEV=0'-0" (9.11' FF)
Ground Floor



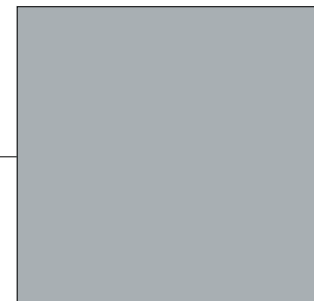
Rear Elevation (West)



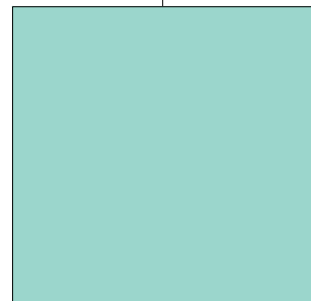
BALCONY DIVIDER:
WOOD / METAL
SCREEN



ACCENT FINISH:
LIGHT SLUMP
BRICK



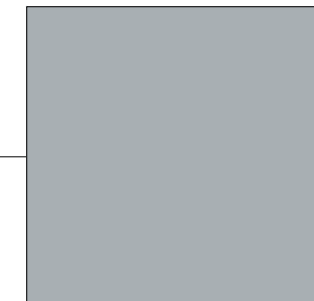
ACCENT BAND COLOR:
SILVER HALF DOLLAR
2121-40
RAISED TEXTURED
STUCCO



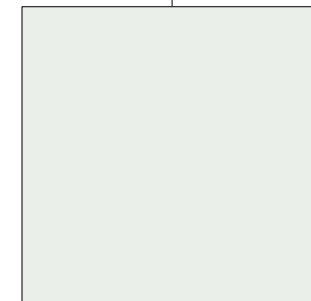
ACCENT COLOR:
SEA MIST GREEN
2041-50
LIGHT TEXTURED
STUCCO



WINDOWS / DOORS:
FRAME - ANODIZED
ALUMINUM FINISH
GLASS - LIGHT GREEN
TINT



ACCENT BAND COLOR:
SILVER HALF DOLLAR
2121-40
RAISED TEXTURED
STUCCO



WALL COLOR:
WHITE ICE
OC-58
LIGHT TEXTURED
STUCCO

Side Elevation (North)



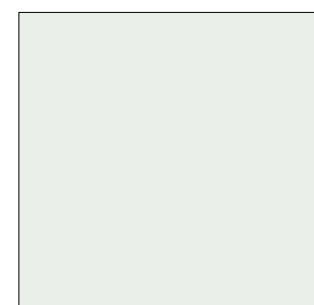
ELEV=38'-2" (47.28')
T.O. Core
ELEV=35'-2" (44.28' FF) 3'-0"
T.O. Parapet
ELEV=31'-0" (40.11' FF)
Roof
10'-4"
ELEV=20'-8" (29.78' FF)
3rd Floor
10'-4"
ELEV=10'-4" (19.44' FF)
2nd Floor
10'-4"
ELEV=0'-0" (9.11' FF)
Ground Floor



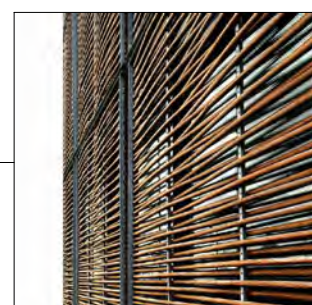
Side Elevation (South)



BALCONY /
GROUND RAILING:
ANODIZED
ALUMINUM FINISH



WALL COLOR:
WHITE ICE
OC-58
LIGHT TEXTURED
STUCCO

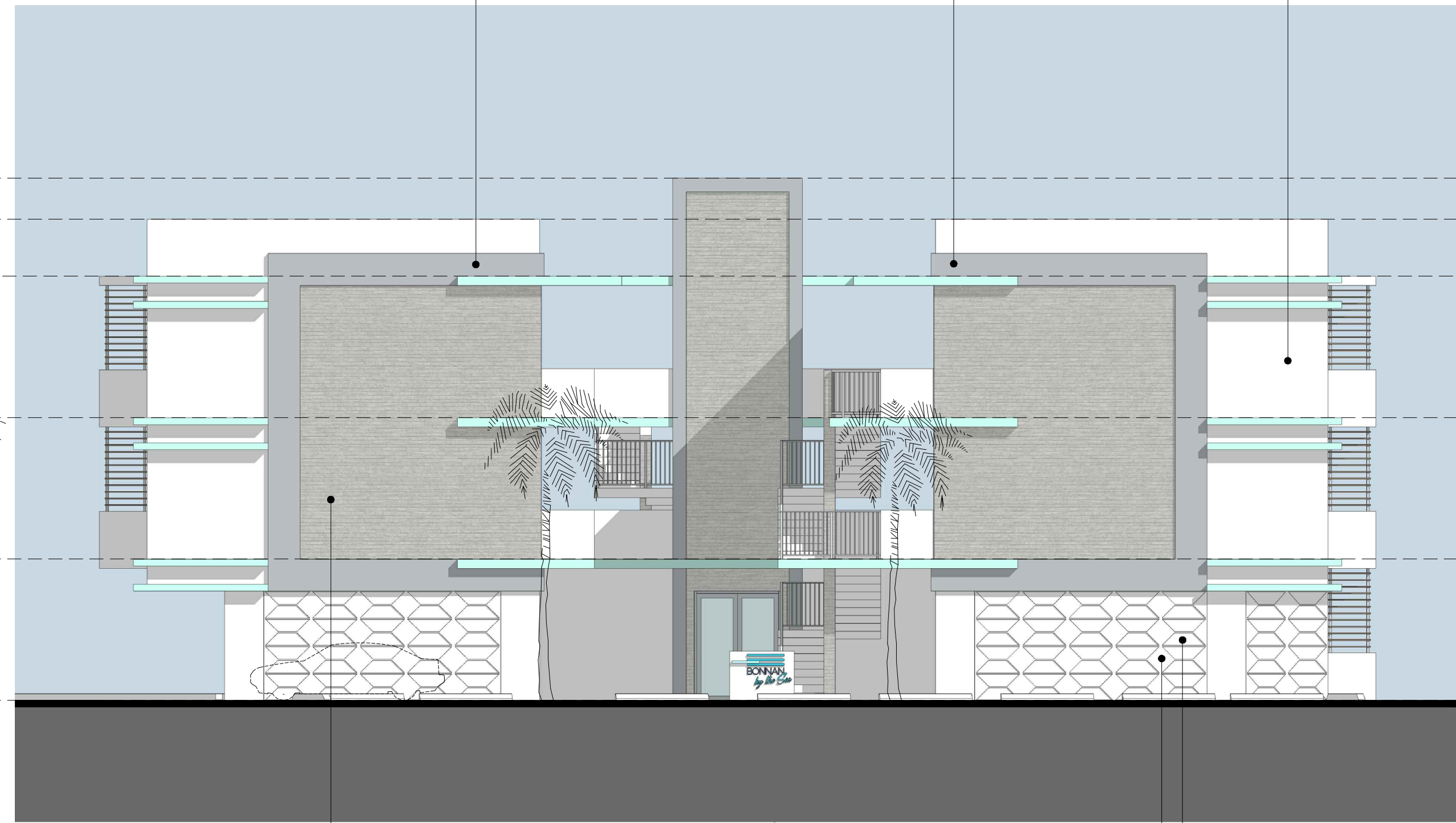


BALCONY DIVIDER:
WOOD / METAL
SCREEN



ACCENT FINISH:
LIGHT SLUMP
BRICK

Front Elevation (East)



STUCCO PATTERN

1

Building Elevations

SCALE: 1/8" = 1'-0"

SHEET

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ISSUE DATE:

PLOT DATE:

SCALE:

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06-20-2017

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4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. # DATE COMMENTS

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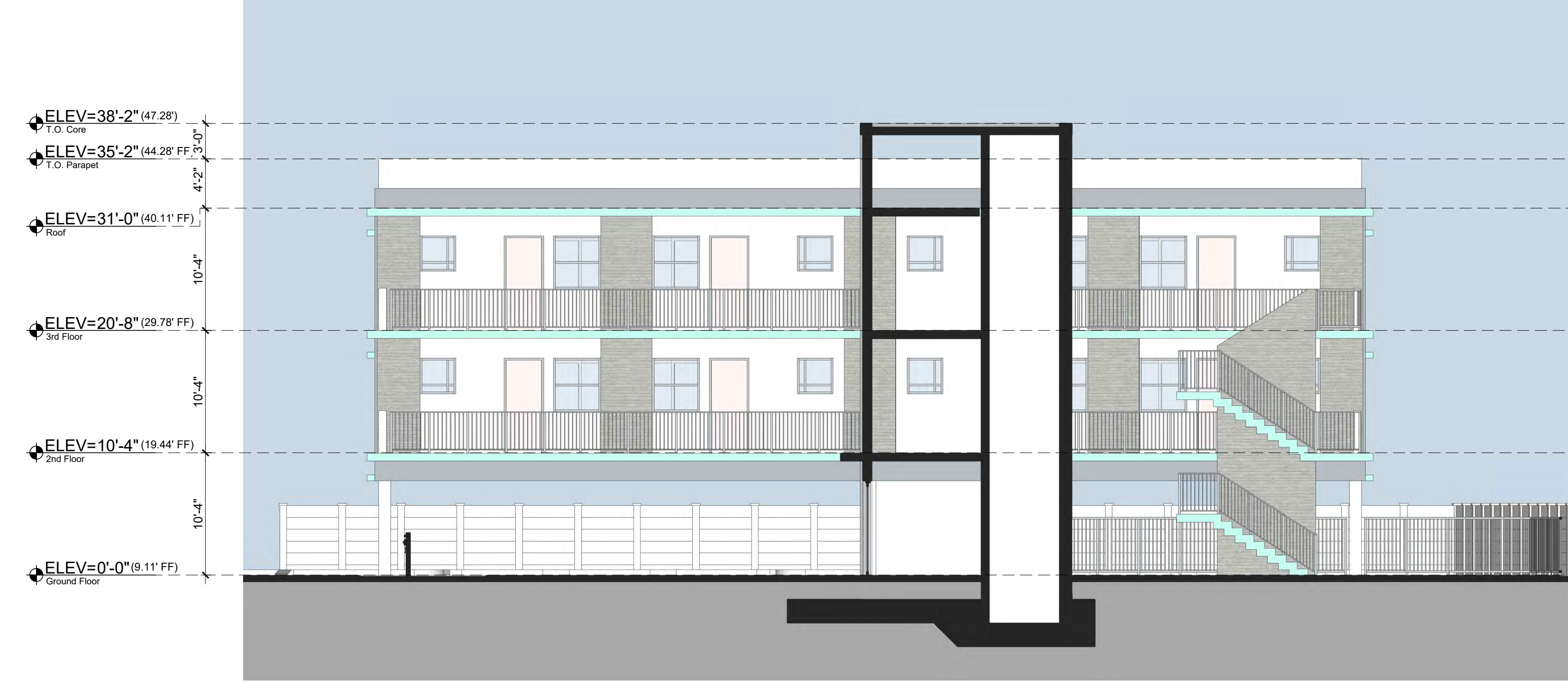
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A300

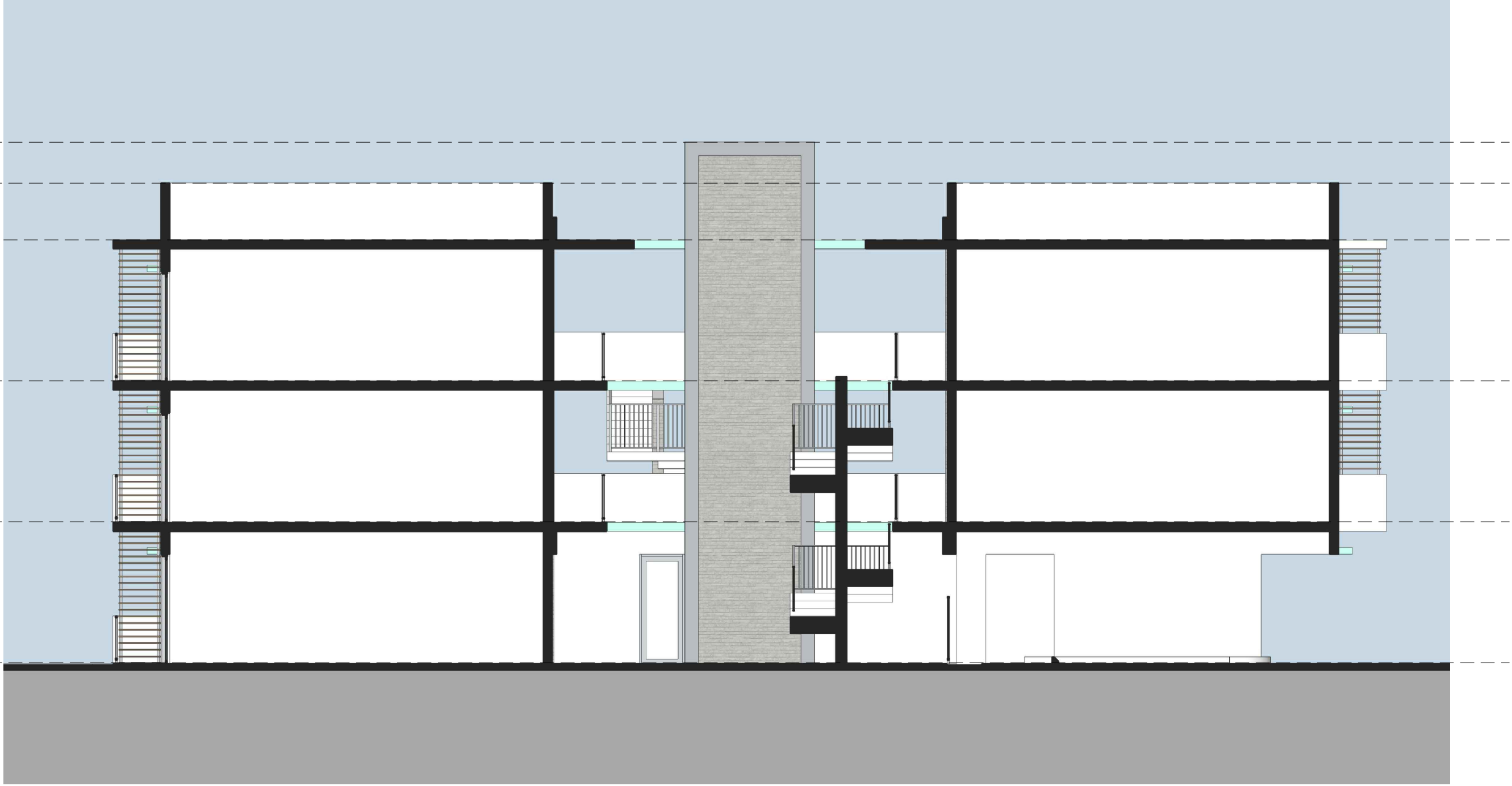
DILCEY M. CONDE RA ARCHITECT APO015803
PRINCE OF GEORGES, VA ARCHITECT APO014608

6780 SW 60TH STREET MIAMI FL 33143
P-305 740 0723 F-305 740 0716

344



Section 1



Section 2



Section 3



Perspective 1



Perspective 2



Perspective 3



Perspective 4

1

Perspectives
SCALE: 1/8" = 1'-0"

SHEET

PROJ. NO.:
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SCALE:
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06-20-2017
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PEC/JC
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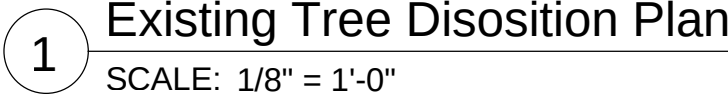
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4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

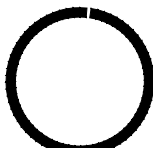
REV. # DATE COMMENTS

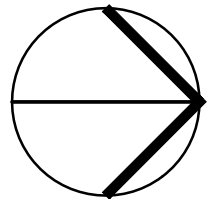
SO | ARCH
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A900

DULCE M. CONDE, P.A. ARCHITECT A00015803
PRIMITIVO E. CONDE, P.A. ARCHITECT A00014608
6780 SW 60TH STREET MIAMI, FL 33143
P-305 540 0723 F-305 740 0716



TREE DISPOSITION LEGEND	
	Existing tree or palm to be removed
	Existing tree and palm to remain in their existing location and be protected, no construction or excavation shall be permitted within the dripline of the trees.
Tree / Palm	

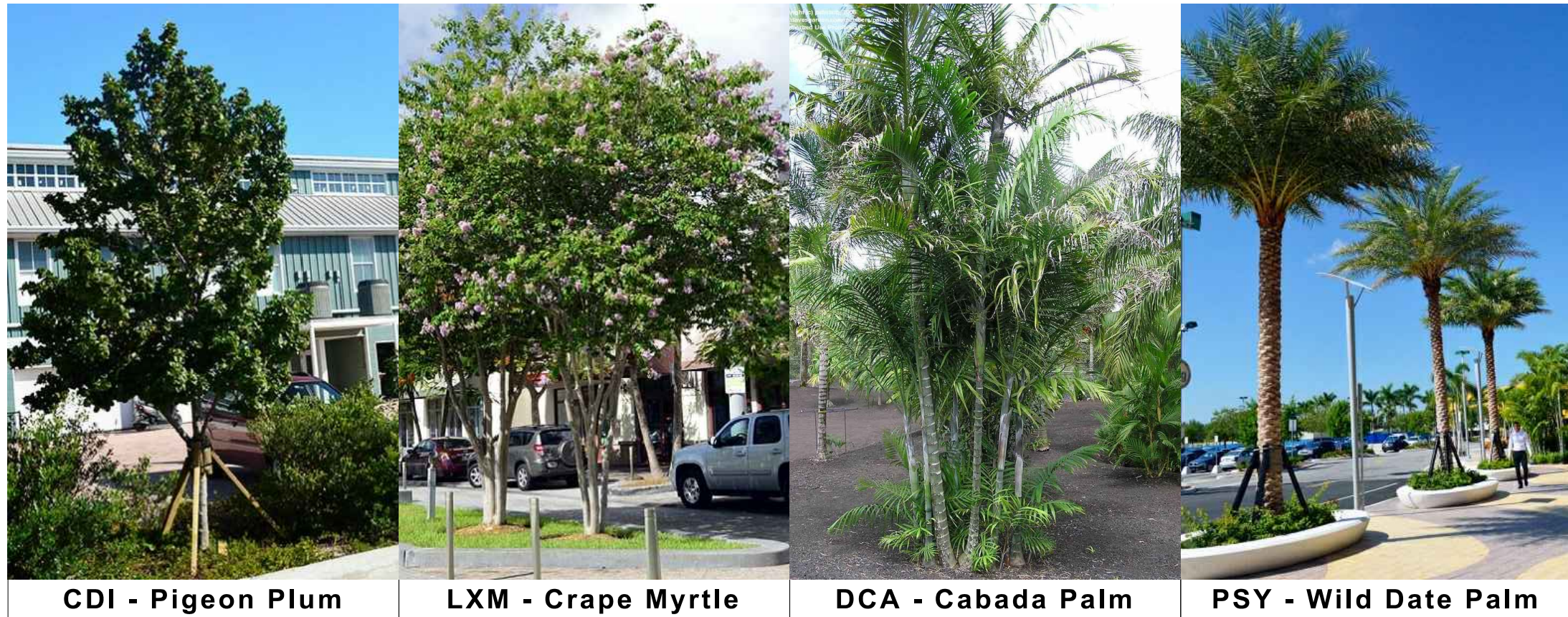
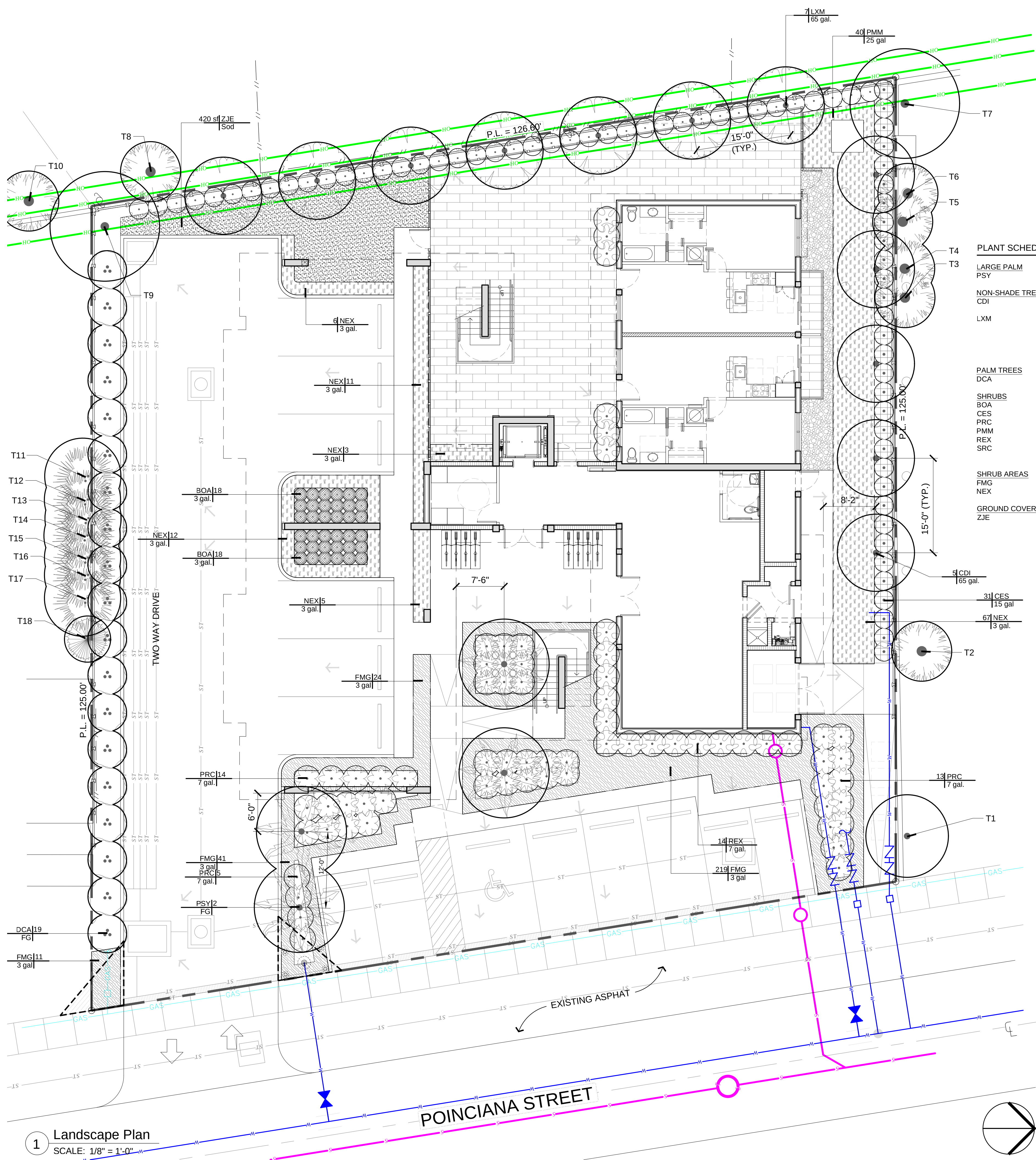


133H

LAUDERDALE-BY-THE-SEA, FL 33308

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	JV
CHECKED BY:	DL

L-100



PLANT SCHEDULE									
LARGE PALM PSY	QTY 4	BOTANICAL NAME Phoenix sylvestris	COMMON NAME Wild Date Palm	CONT FG	DBH 18"	HGT 24' OA	SRD 14'	REMARKS	
NON-SHADE TREE CDI	QTY 5	BOTANICAL NAME Coccoloba diversifolia	COMMON NAME Pigeon Plum	CONT 65 gal.	DBH 2"	HGT 12' OA	SRD 4' - 6'	REMARKS Florida Native - Drought Tolerant	
LXM	7	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle	65 gal.	2"	14' OA	6'	Drought Tolerant / Standard / Listed in the FPL "Plant the Right Tree in the Right Place" as Small Tree suitable to be planted adjacent to power lines	
PALM TREES DCA	QTY 19	BOTANICAL NAME Dypsis cabadae	COMMON NAME Cabada Palm	CONT FG	DBH 12'-14' OA	HGT 6'	SRD	REMARKS	
SHRUBS BOA	QTY 36	BOTANICAL NAME Begonia odorata 'Alba'	COMMON NAME Giant White Angel Begonia	CONTAINER 3 gal.	HEIGHT 1.5'	SPREAD 1.5'	REMARKS		
CES	31	Conocarpus erectus sericeus	Silver Button Wood	15 gal.	5'	3'-4'	Shrub Type - Florida Native		
PRC	31	Philodendron x 'Rojo Congo'	Red Congo Philodendron	7 gal.	2'	2'			
PMM	40	Podocarpus macrophyllus maki	Shrubby Yew	25 gal.	6'-7' OA	3'-4'			
REX	20	Rhapis excelsa	Lady Palm	7 gal.	4' OA	4'			
SRC	19	Serenoa repens 'Cinerea'	Silver Saw Palmetto	7 gal.	2'	2'	Florida Native - Drought Tolerant		
SHRUB AREAS FMG	QTY 270	BOTANICAL NAME Ficus microcarpa 'Green Island'	COMMON NAME Green Island Ficus	CONTAINER 3 gal.	HEIGHT 1.5 OA	SPREAD 3'	SPACING 24" o.c.	REMARKS	
NEX	104	Nephrolepis exaltata	Boston Fern	3 gal.	1.5 OA	3'	36" o.c.	Florida Native	
GROUND COVERS ZJE	QTY 420 sf	BOTANICAL NAME Zoysia japonica 'Empire'	COMMON NAME Korean Grass	CONTAINER Sod	HEIGHT	SPREAD	SPACING	REMARKS	

LANDSCAPE LEGEND (Sec 30-471)

Zoning Category: RM-25

Site Area: 15,626 S.F.

Pervious Area:

Required: 3,907 S.F. (25%)

Provided: 4,299 S.F. (27.6%)

Trees:

Required: 1/1000 S.F. Site Area = 16

Provided: 17 (1 Existing + 12 Proposed + 4 Palms)

Natives Required: 4 (20%)

Provided: 5

Palms Allowed: 5 (25%)

Provided: 5

Shrubs:

Required: 2.5/1000 S.F. Site Area = 40

Provided: 177

Natives Required: 36 (20%)

Provided: 55



PRC - Rojo Congo Philodendron



1 Landscape Plan
SCALE: 1/8" = 1'-0"

GENERAL NOTES

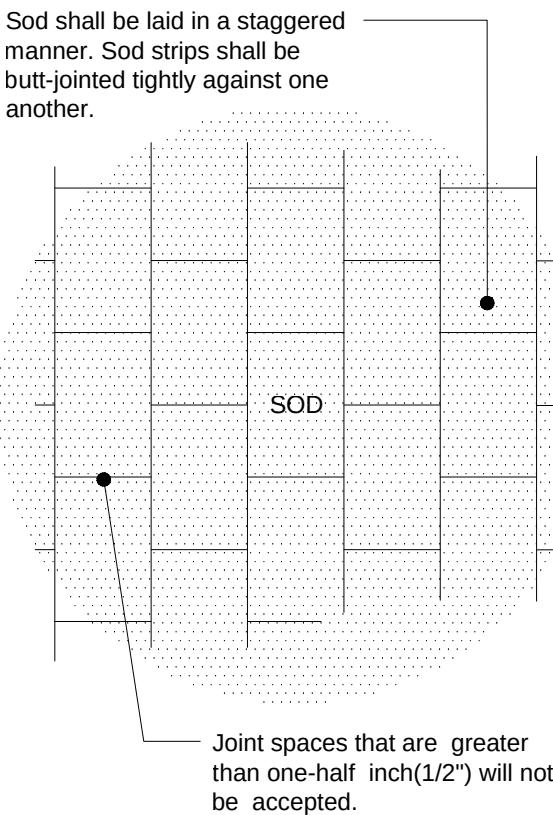
1. Landscape Contractor is responsible for verifying locations of all underground and overhead utilities and easements prior to commencing work. All Utility companies and/or the General Contractor shall be notified to verify utility locations prior to digging. Utility trenching is to be coordinated with the Landscape plans prior to beginning of project. The Owner or Landscape Architect shall not be responsible for damage to utility or irrigation lines.
2. Landscape Contractor shall examine the site and become familiar with conditions affecting the installation prior to submitting bids. Failure to do so shall not be considered cause for change orders.
3. Landscape Contractor is responsible for verifying all plant quantities prior to bidding and within (7) seven calendar days of receipt of these plans shall notify the Landscape Architect in writing of any and all discrepancies. In case of discrepancies planting plans shall take precedence over plant list.
4. No substitutions are to be made without prior consent of the Landscape Architect. Plant material supply is the responsibility of the Landscape Contractor, and he/she shall take steps to insure availability at time of planting.
5. All plant material shall meet or exceed the size on the plant list. In all cases meeting the height and the spread specifications shall take precedence over container size.
6. All planted areas to be outfitted with automatic irrigation system providing 100% coverage and 50% overlap. A rain sensor must be part of the irrigation system.
7. Landscape Contractor shall be responsible for providing temporary hand watering to all proposed & landscape areas, during construction.
8. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree/Palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, groundcovers, sod and weeds within landscape areas.
9. All permitting and fees to be the responsibility of the Contractor.

PLANTING NOTES

1. Landscape Contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, herbicide, preemergence herbicide, seed, and mulch. Landscape Contractor to provide Landscape Architect with at least 5 days notice prior to tree installation.
2. Landscape Contractor shall guarantee all plant material for a period of one year from the day of final acceptance by the Landscape Architect.
3. All plant material shall be Florida #1 or better, as defined in the Grades and Standards for Nursery Plants, Part I and II by the State of Florida Department of Agriculture.
4. Landscape Contractor is responsible for scheduling a nursery visit for Landscape Architect to approve all trees, palms and shrubs prior to delivery to the project site.
5. Landscape Contractor shall coordinate his work with that of the Irrigation and Landscape Lighting Contractor.
6. The Landscape Contractor shall treat planted areas with preemergence herbicide after weeds and grass have been removed. Landscape Contractor shall apply pre emergent herbicide per manufacturer's recommendation, wait period prior to planting as specified. Planting soil mix/backfill shall be clean and free of construction debris, weeds, rock and noxious pests and disease.
7. All soil mix in plant beds for ground covers, shrubs, palms and trees shall be as per details. All other areas shall be dressed with a minimum of 4" topsoil "if required".
8. All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be de-compacted so that drainage is not impeded.
9. All synthetic burlap, string, cords or wire baskets shall be removed before trees are planted, without breaking the soil ball. All synthetic tape shall be removed from branches and trunks prior to final acceptance. The top 1/3 of natural burlap shall be removed, after the tree is set in the planting hole and before the tree is backfilled. Landscape Contractor is to check for root defects including deep planting in the root ball and circling roots, trees with root problems will not be accepted.
10. Landscape Contractor is responsible for mulching all plant beds and planters with a minimum 3" layer of natural color Eucalyptus or Enviro mulch immediately after planting. In no case shall Cypress mulch be used.
11. All Trees/Palms in sod areas are to receive a 48" diameter mulched saucer at the base of the trunk respectively.
12. Landscape Contractor shall guy and stake all trees and palms as per specifications and details. No nails, screws or wiring shall penetrate the outer surface of trees and palms. All guying and staking shall be removed twelve months after planting.
13. All palm and tree guy wires and bracing are to be flagged for visibility, for their duration. All unattended and unplanted tree pits shall be properly barricaded and flagged during construction.
14. All broken branches and clear trunk branches on street trees are to be pruned according to ANSI A - 300 Guidelines for Tree Pruning to min. 5' - 0" height clearance to the base of canopy.
15. Landscape Contractor shall fertilize plant material as needed to support optimum healthy plant growth. All fertilization shall be performed in compliance with the latest ANSI A300 (Part 2) Standards.
16. Stake all trees and palms for approval by Landscape Architect prior to installation.
17. Any sod areas damaged by construction are to be replaced with St. Augustine 'Floritam' sod.
18. All areas within limits of work not covered by walks, buildings, playground, and/or any other hardscap feature shall be sodded with St. Augustine 'Floritam' sod.
19. St. Augustine 'Floritam' - Contractor's responsibility to verify quantity.
20. Install rootbarrier as per manufacturer's recommendation on all large trees that are 6" or closer to any pavement or building, as shown on details page.
21. Root barrier shall be Vespro Inc. or approved equal.

1 Tree/Palm General Planting Notes
SCALE: N.T.S.

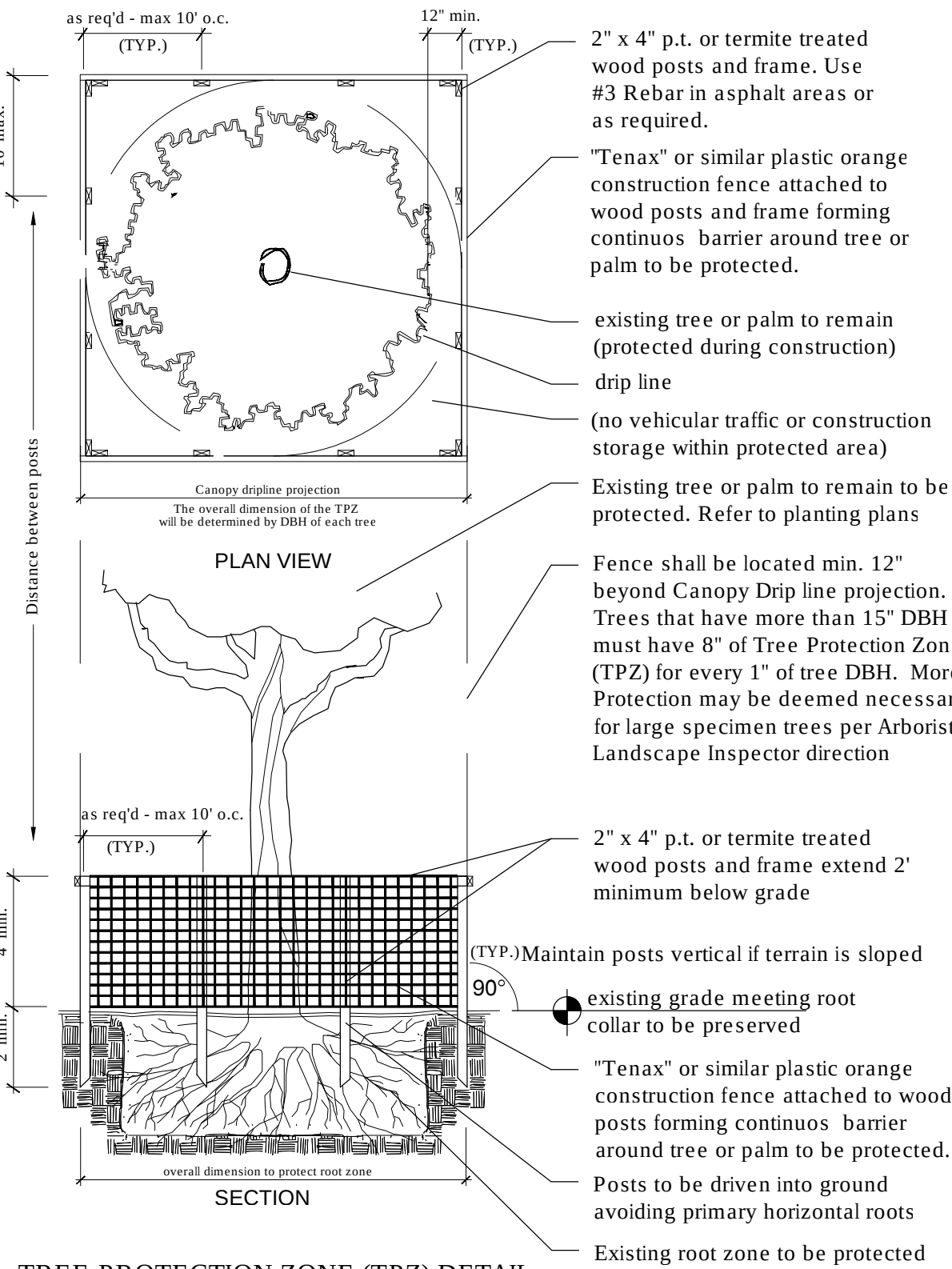
2 Tree/Palm Protection Notes
SCALE: N.T.S.



3 Sod Planting Detail
SCALE: N.T.S.

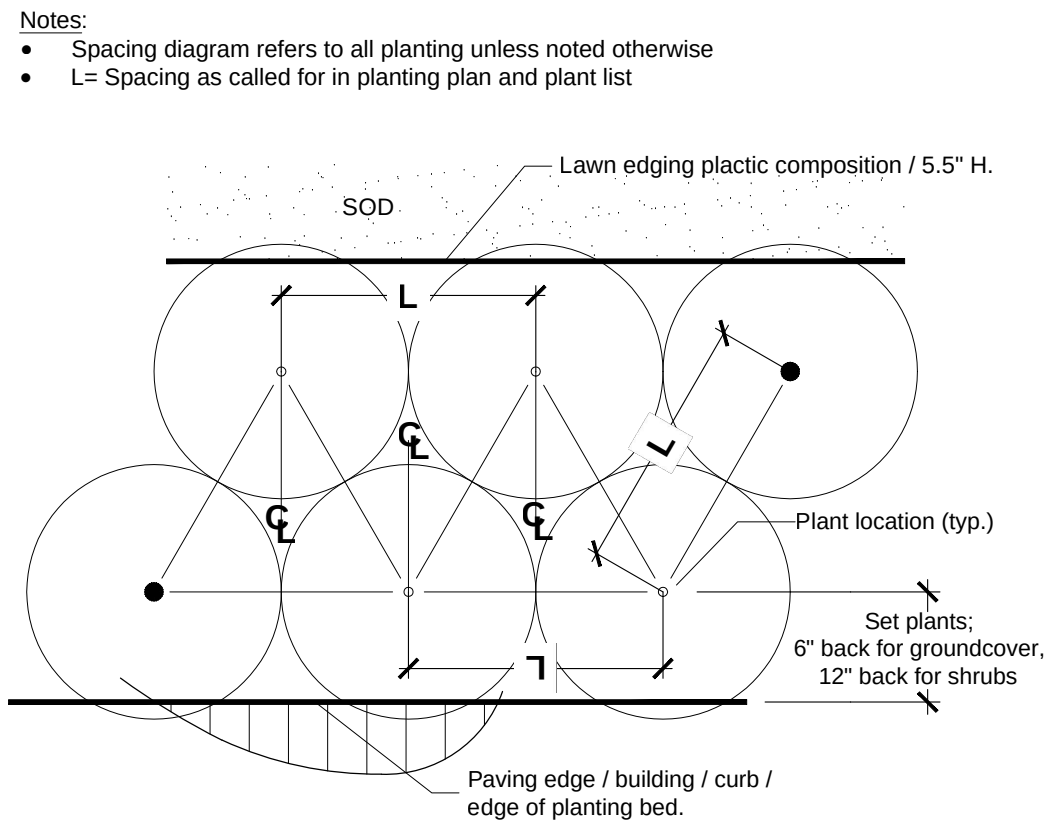
TREE PROTECTION NOTES

1. Before beginning work, the Contractor is required to meet with the Landscape Architect at the site to review all work procedures, access routes, storage areas, and tree protection measures.
2. The General Contractor is required to coordinate with the Landscape Architect to determine the amount of tree canopy or root zone that the General Contractor will be responsible for pruning. THE TRIMMING SHALL BE AS PER ANSI A300 STANDARDS.
3. Fences shall be erected to protect trees to be preserved. Fences define a specific Tree Protection Zone (TPZ) for each tree or group of trees. Fences are to remain until all site work has been completed. Fences may not be relocated or removed without the written permission of the Landscape Architect. Refer to TREE PROTECTION ZONE (TPZ) DETAIL.
4. Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
5. All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree.
6. No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone (fenced area).
7. Additional tree pruning required for clearance during construction must be performed by a ISA qualified arborist AS PER ANSI A300 STANDARDS, and not by construction personnel.
8. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.
9. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Landscape Contractor and the Landscape Architect should be notified immediately.
10. Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Contractor.
11. All trees shall be irrigated three times a week. Each irrigation procedure shall wet the soil within the tree protection zone, 2-3 GALLONS OF WATER PER INCH OF TRUNK CALIPER.
12. All trees to remain on-site shall be fertilized three times per year using a granular 8-12-12 "Palm Special" product at standard rates. Fertilizer shall be broadcast on the ground beneath the canopy of each tree and watered in.
13. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed to prevent site erosion and siltation situations and/or erosion within the tree protection zones.
14. Before grading, pad preparation, or excavation for foundations, footings, walls, or trenching near trees the trees shall be root pruned 12 inches outside the tree protection zone by cutting all roots cleanly to a depth of 36 inches. Roots shall be cut manually by digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.
15. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw.
16. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6 inches of mulch or gravel shall be created to protect the soil. The road bed material shall be replenished as necessary to maintain a 6-inch depth.
17. Spoil from trenches, basements, or other excavations shall not be placed within the tree protection zone, either temporarily or permanently.
18. No burn piles or debris pits shall be placed within the tree protection zone. No ashes, debris, or garbage may be dumped or buried within the tree protection zone.
19. Maintain fire-safe areas around fenced areas. Also, no heat sources, flames, ignition sources, or smoking is allowed near mulch or trees.

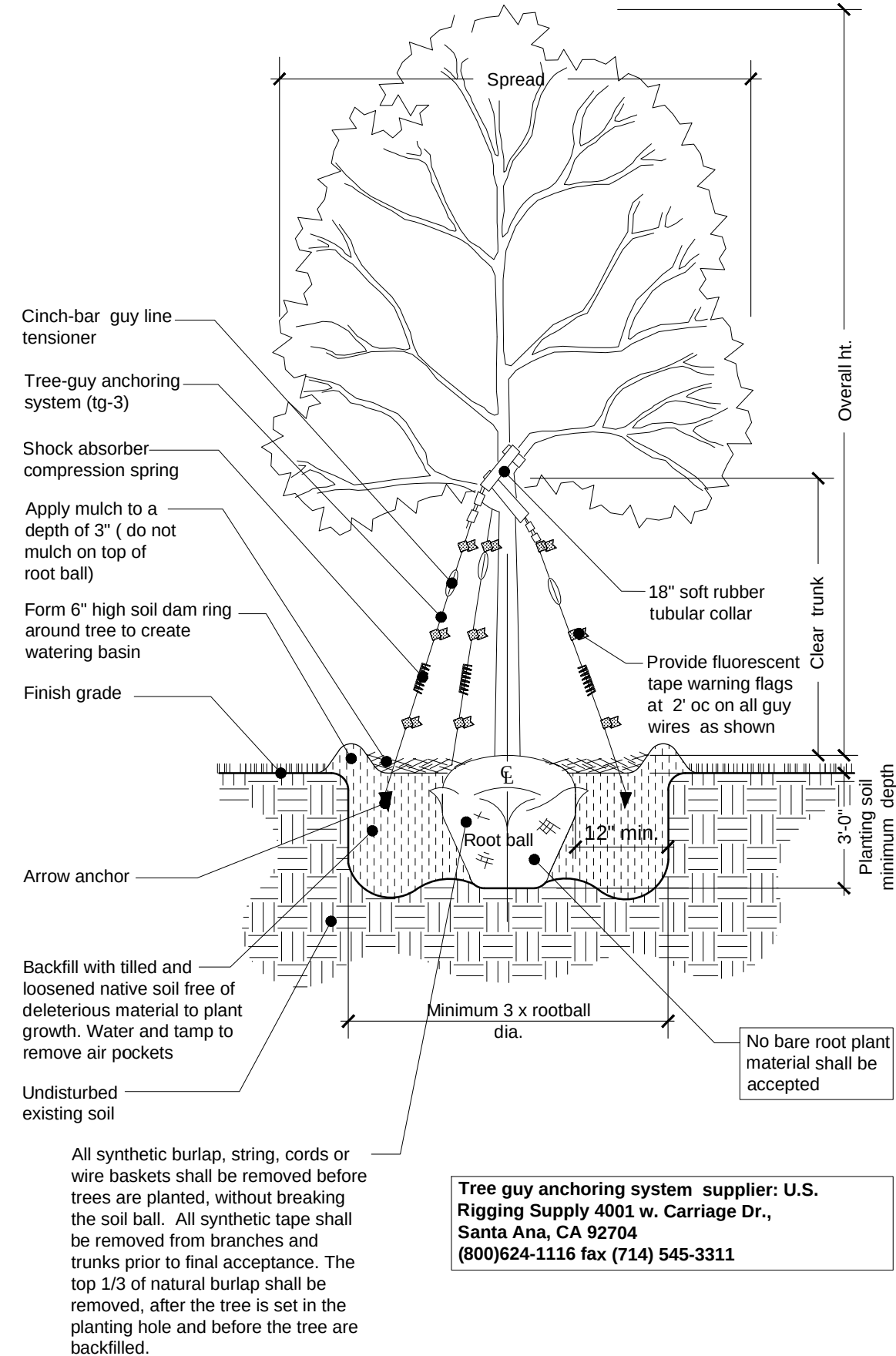


TREE PROTECTION ZONE (TPZ) DETAIL
For existing trees to remain. Scale: NTS

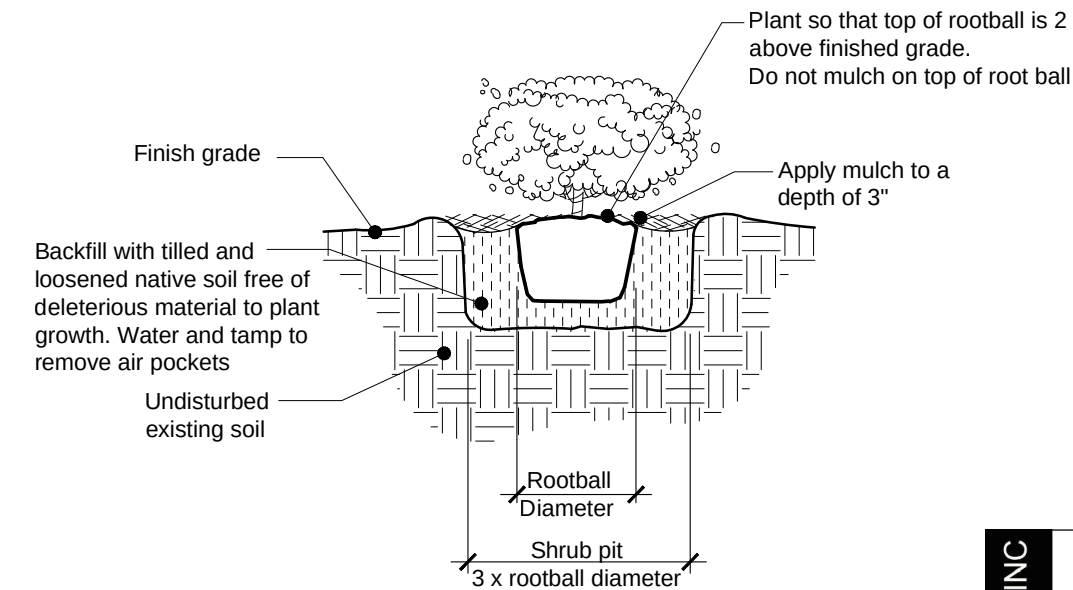
4 Tree/Palm Protection Detail
SCALE: N.T.S.



5 Shrubs Planting Detail
SCALE: N.T.S.



6 Tree Planting Detail
SCALE: N.T.S.



7 Shrubs Planting Detail
SCALE: N.T.S.

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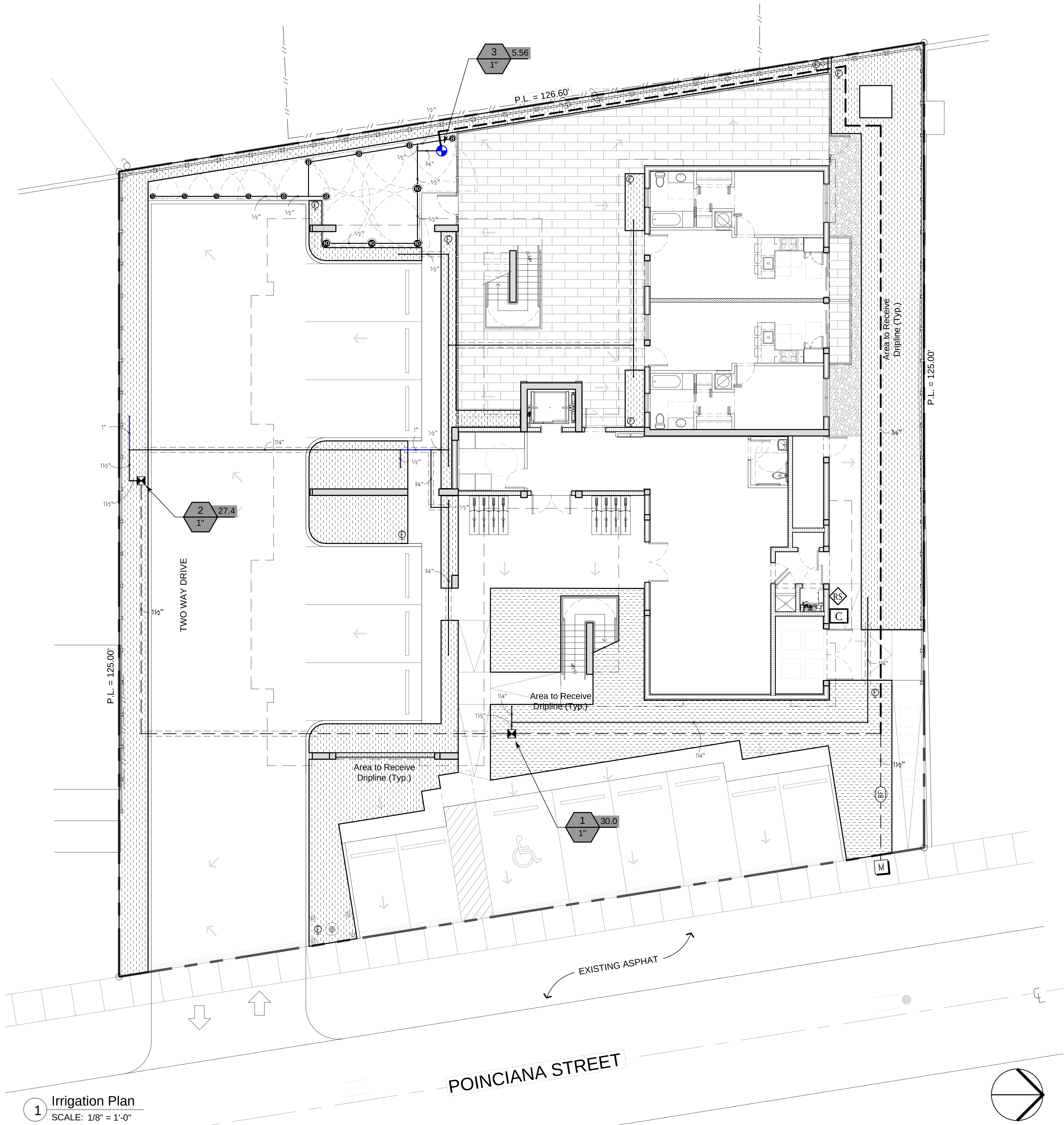


BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	JV
CHECKED BY:	DL

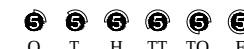
Landscape Notes & Details

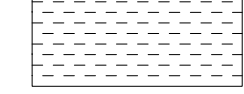
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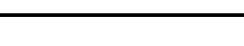
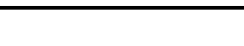


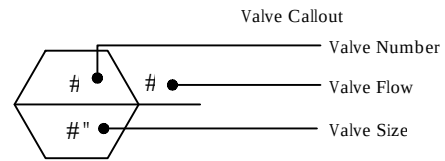
1 Irrigation Plan
SCALE: 1/8" = 1'-0"

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Toro 570Z-6LP-PC 5 Series Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	4	30
	Toro 570Z-6LP-PC 8' radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	6	30
	Toro 570Z-6LP-PC 10' radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	4	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-PRF Medium Flow Drip Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3gpm - 15gpm.	2
	Netafim TLFV-1 Automatic Flush Valve, with Insert Inlet	9
	Area to Receive Dripline Netafim TLCV-09-12 (12) Techline Pressure Compensating Landscape Dripline with Check Valve. 0.9GPH emitters at 12.0' O.C. Dripline laterals spaced at 12.0' apart, with emitters offset for triangular pattern. 17mm.	3,634 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Toro P220-27-0 GLOBE Electric, 1", 1-1/2", 2" and 3" Plastic In-Line Remote Control Valve. Equipped to withstand pressure up to 220 PSI. Filter screen on 2" and 3" models. Standard Solenoid. Globe Body Style. With EZ Reg Pressure Regulator.	1
	Febco 765 1" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.	1
	Hunter PC-0600 Modular Controller, 6 stations, outdoor model, one PCM-300 included. Plastic Cabinet. Residential/Light Commercial Use.	1
	Hunter WSS Wireless Solar, rain freeze sensor with outdoor interface, connects to Hunter PCC, Pro-C, and i-Core Controllers, install as noted. Includes 10 year lithium battery and rubber module cover, and gutter mount bracket.	1
	Irrigation Lateral Line: PVC Schedule 40	362.7 l.f.
	Irrigation Mainline: PVC Schedule 40	350.9 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	143.0 l.f.



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	Rain Bird XCZ-100-PRF	1"	Area for Dripline	30.05	171.1	36.68		1.52 in/h
2	Rain Bird XCZ-100-PRF	1"	Area for Dripline	27.37	267.9	38.30		1.52 in/h
3	Toro P220-27-0 GLOBE Common Wire	1"	Turf Spray	5.56	195.5	34.79		1.17 in/h
					350.9			

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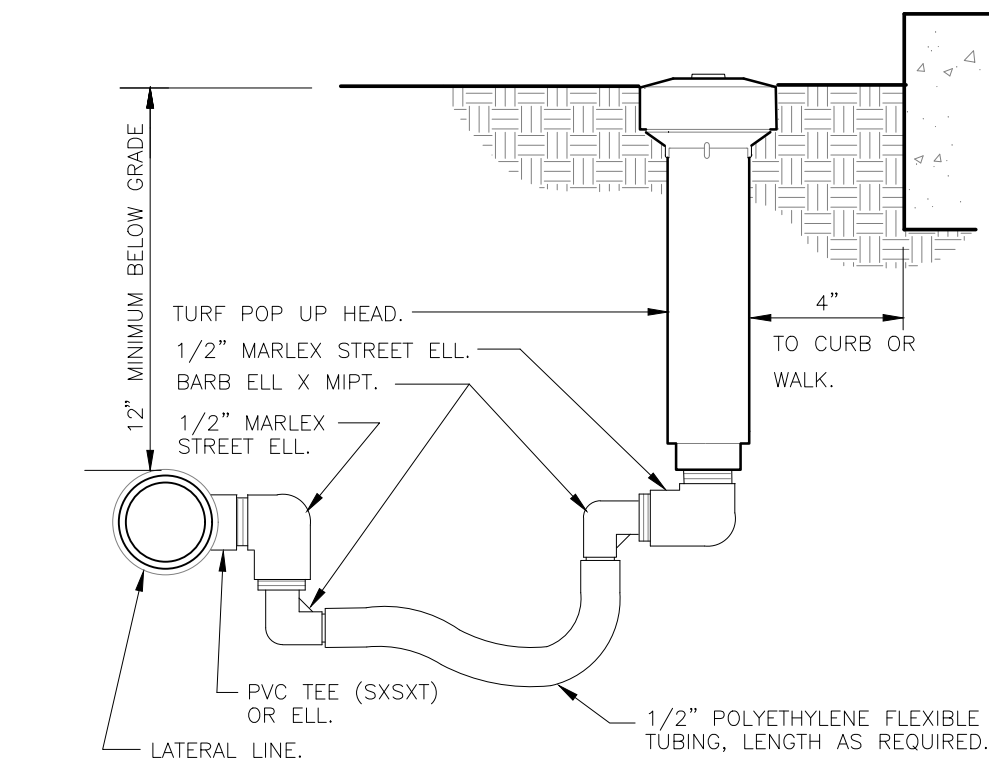


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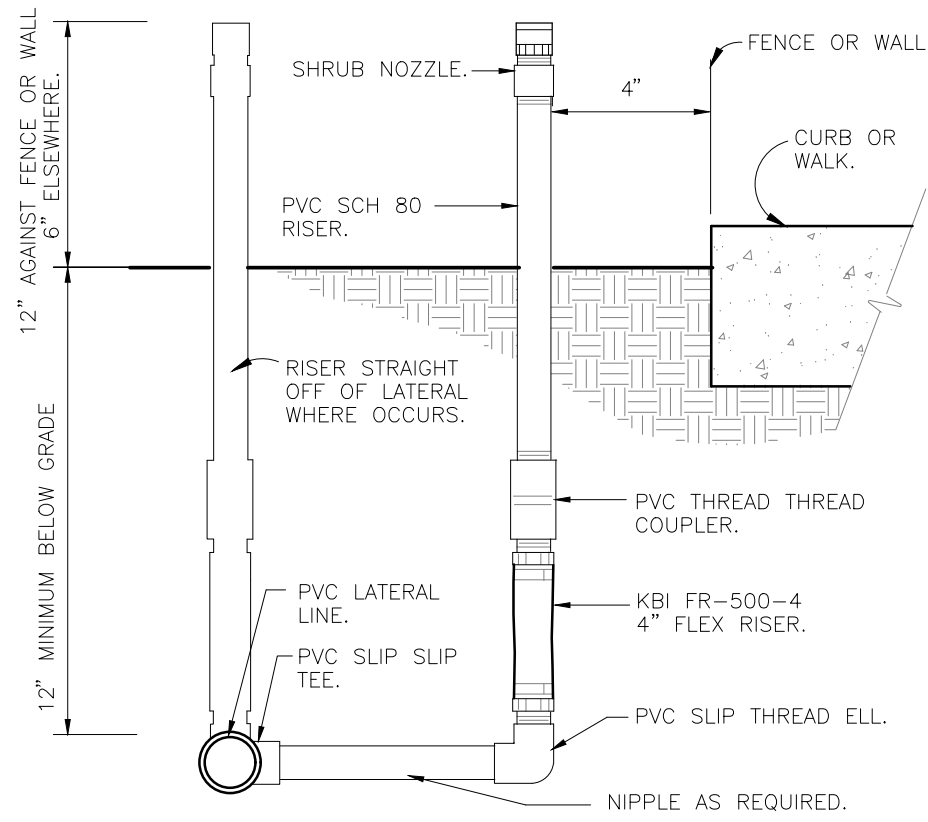
PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
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SCALE: AS NOTED
DRAWN BY: JV
CHECKED BY: DL

Irrigation Plan



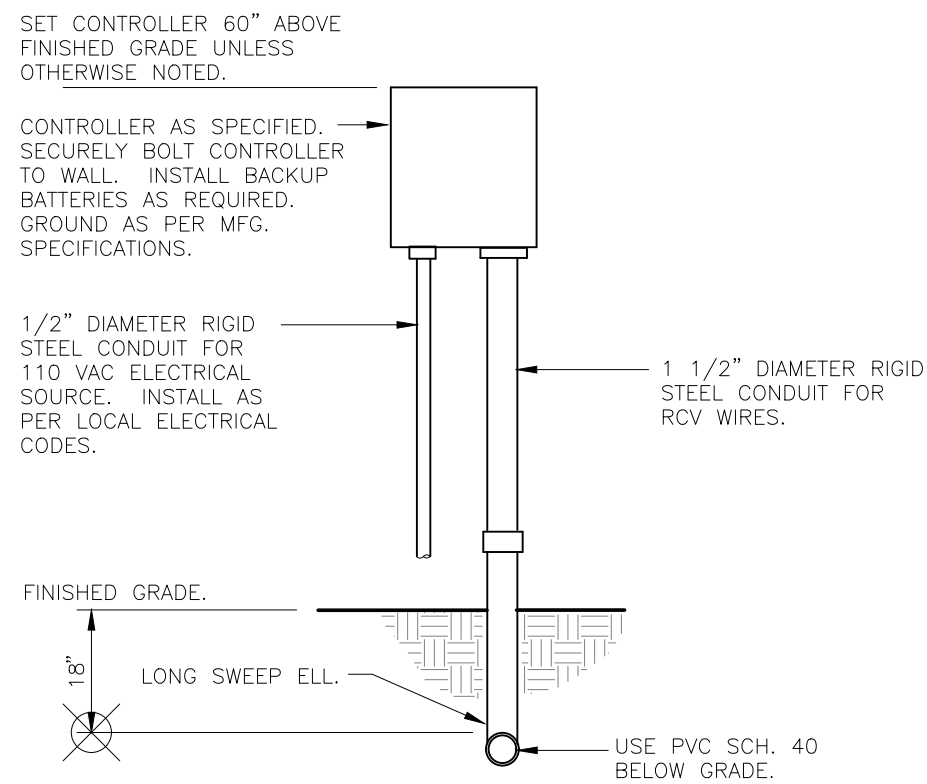
1 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0"

328403.13-02



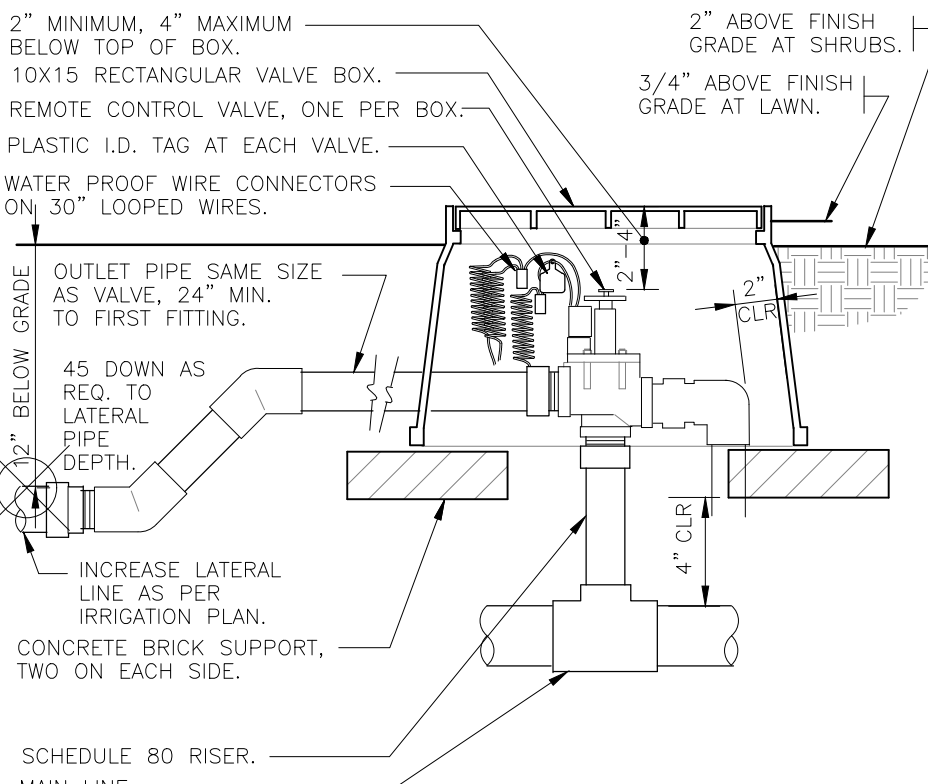
2 SHRUB SPRAY KBI FIXED RISER
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328403.23-01



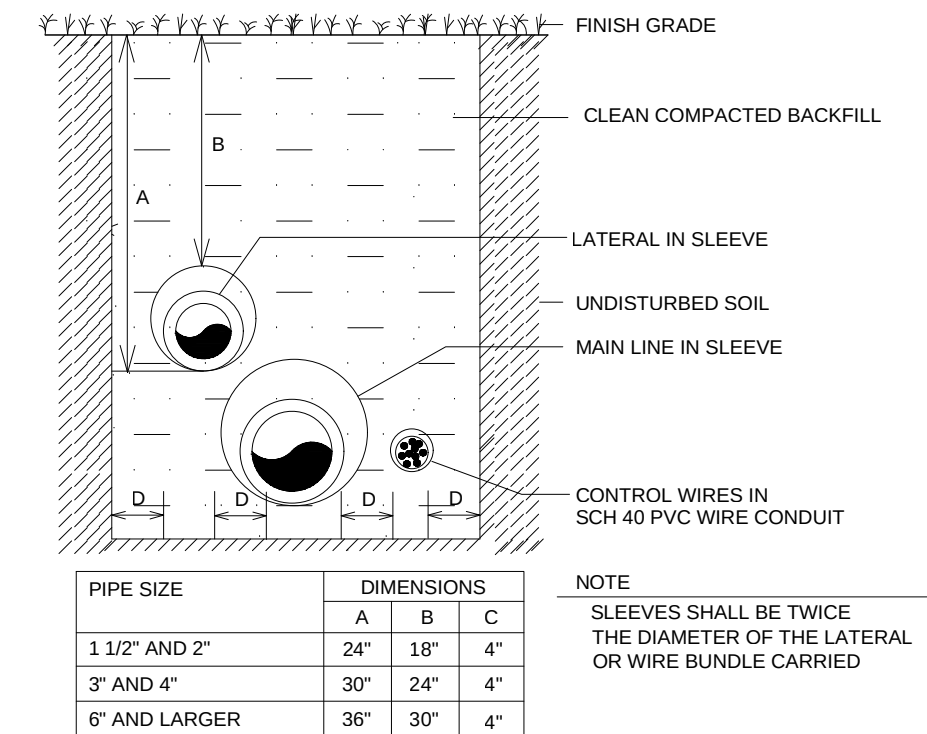
3 WALL MOUNT CONTROLLER
1" = 1'-0"

328409.13-01



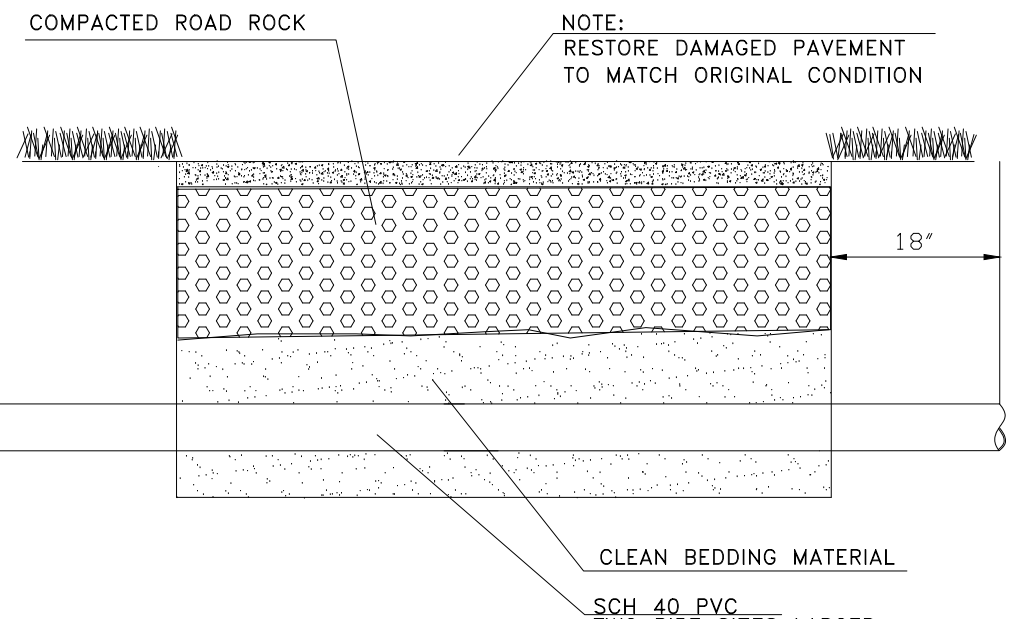
4 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0"

328406.13-02



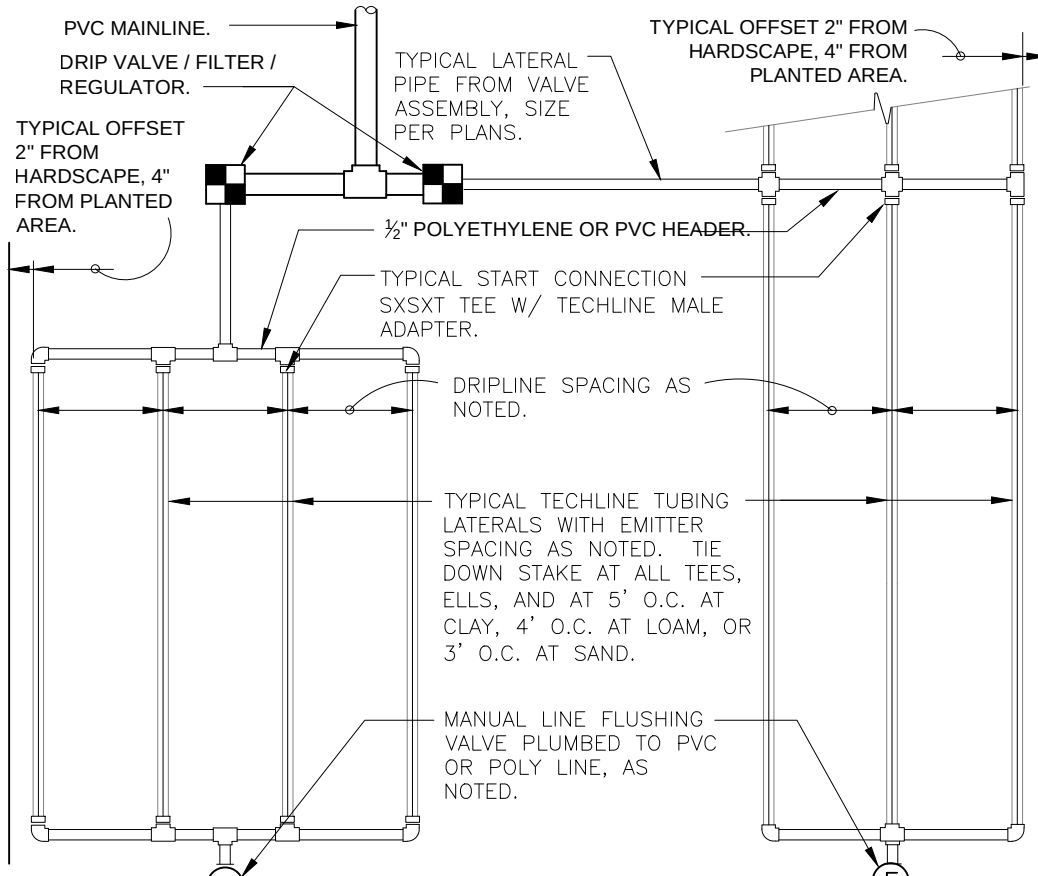
5 TRENCHING DETAILS / VEHICULAR TRAFFIC AREAS
NTS

9



6 PIPE SLEEVE DETAIL
NTS

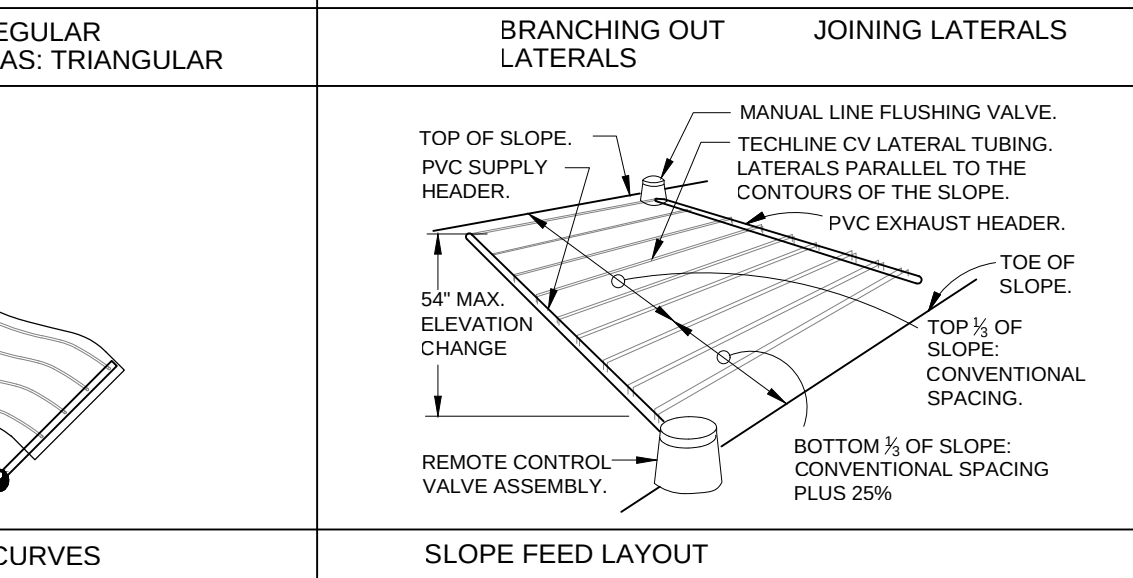
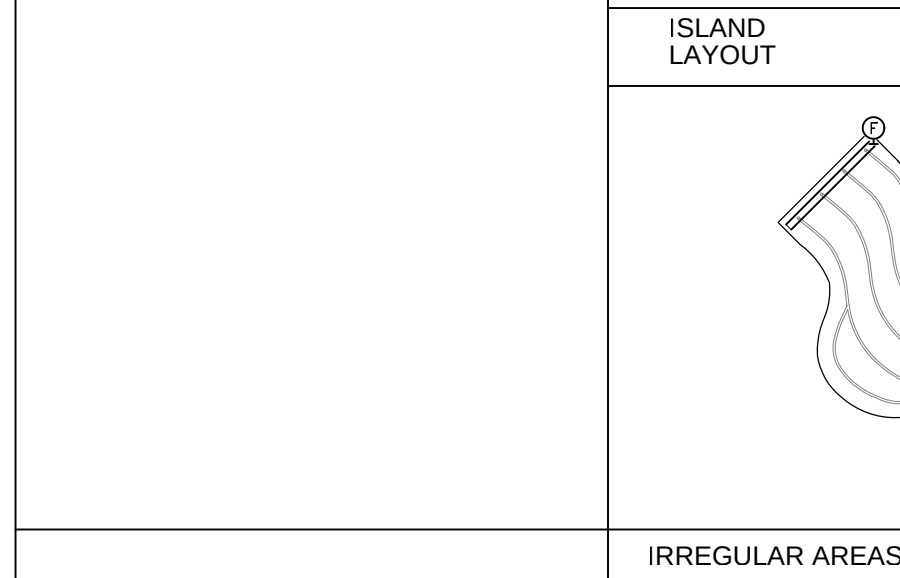
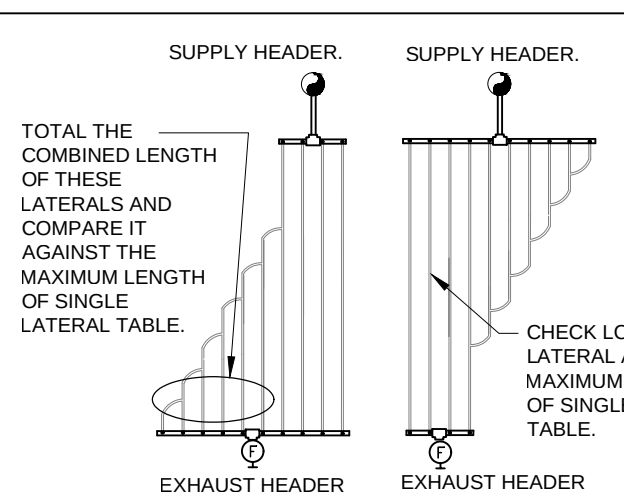
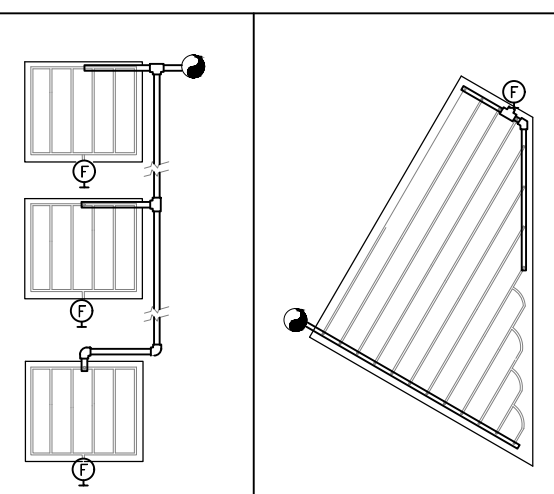
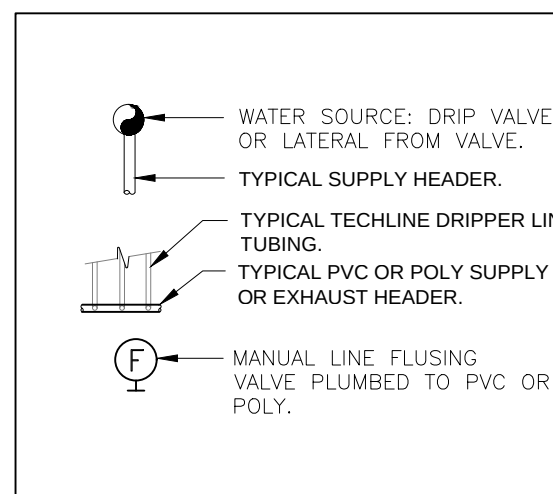
DETAIL-FILE



END FEED EXAMPLE

CENTER FEED EXAMPLE

TECHLINE CV MAXIMUM LENGTH OF SINGLE LATERAL (FEET)												
DRIPPER SPACING		12"				18"				24"		
DRIPPER FLOW RATE (GPH)		0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9	0.9
INLET PRESSURE (PSI)	15	127	109	86	65	177	151	120	91	152	116	
	25	427	325	256	194	604	459	361	274	458	348	
	35	539	409	322	244	763	579	456	346	580	440	
	45	618	469	369	280	877	664	523	397	666	506	
TECHLINE CV FLOW PER 100 FEET												
DRIPPER SPACING		0.26 GPH DRIPPER		0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER				
GPH		GPM	GPH	GPM	GPH	GPM	GPH	GPM	GPH			
12"		26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53			
18"		17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02			
24"		N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77			



7 TYPICAL NETAFIM TECHLINE CV REQUIREMENTS
3" = 1'-0"

328413.56-39

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON "PLANTING PLAN". CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING TORO SPRINKLERS, IN-LINE VALVES AND CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

IRRIGATION SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE UNDESIRABLE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH SITE CONDITIONS, AND SHALL REFER TO THE PLANS FOR ADDITIONAL INFORMATION.

TO ENSURE PROPER OPERATION, SOURCE SIZE, VALVE SIZES, ZONE CAPACITIES, AND SPRINKLER, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

CONTRACTOR IS TO PROVIDE AN AS-BUILT DRAWING OF THE IRRIGATION SYSTEM TO THE OWNER AND LANDSCAPE ARCHITECT.

CONTROL SYSTEM

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 110 VAC ELECTRIC SOURCE IS REQUIRED.

CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG DIRECT BURIAL UF TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN SCH 40 PVC WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15", (4) COLORED CODED TO FACILITATE TROUBLESHOOTING, AND (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE ROUTED FROM THE CONTROLLER IN ALL DIRECTIONS TO THE FARTHEST VALVES CONTROLLED.

AN INDIVIDUAL CONTROL WIRE SHALL BE ROUTED TO EACH VALVE AND VALVES WHICH OPERATE SIMULTANEOUSLY SHALL BE TIED TOGETHER AT THE CONTROLLER.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

THE RAIN SENSOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

TIMING AND PRECIPITATION

TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEEK.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, SECTION "F" OF THE FLORIDA BUILDING CODE, AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL REFER TO LOCATION OF EXISTING SLEEVES.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, FENCES, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC., TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND THE RESIDENCE.

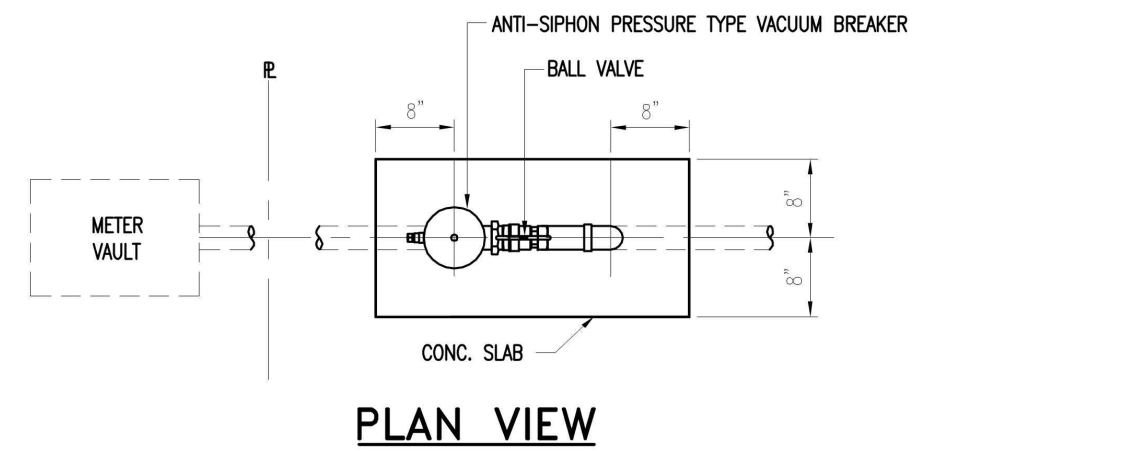
POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND 1/2" INSERT ELBOWS.

EACH SPRINKLER SHALL BE EQUIPPED WITH THE APPROPRIATE PRECISION SPRAY NOZZLE AND SHALL HAVE THE X-FLOW FEATURE.

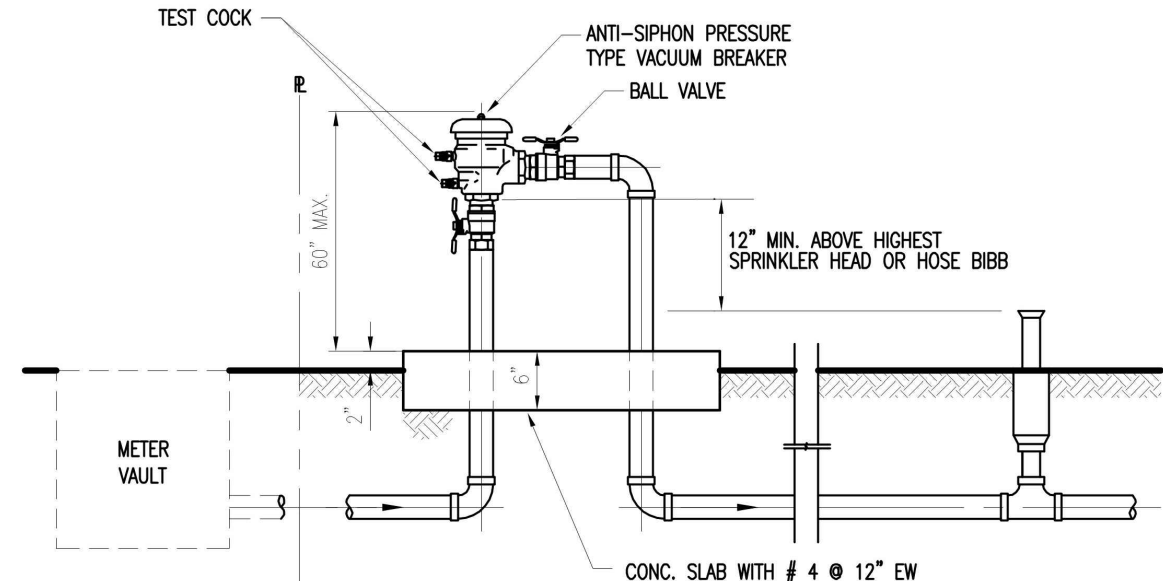
ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PRESONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 12".

8 IRRIGATION NOTES
NTS



PLAN VIEW



ELEVATION VIEW

NOTES:

- THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- GUARD POSTS SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT.
- THE ASSEMBLY SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT.
- PIPING SHALL BE SCHEDULE 40 BRASS OR TYPE K COPPER PIPE WITH THREADED FITTINGS IN ACCORDANCE WITH WMO CONSTRUCTION SPECIFICATIONS FOR DONATION WATER MAINS. PVC PIPING IS NOT ACCEPTED BY WMO.
- THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.
- SEE SPECIFICATIONS AND CONTACT DEPARTMENT FOR CURRENTLY APPROVED TYPES OF BACKFLOW PREVENTION ASSEMBLIES AND PRESSURE VACUUM BREAKERS (SEE WS 4.18 SHEET 4 OF 4)



Town of Lauderdale-by-the-Sea
Development Services Department

Exhibit 2

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: May 27, 2020
Meeting Date: June 3, 2020
Project: Case Number 2020-L2-SPM-01: Level 2 Site Plan Modification 4433 Poinciana Street (Bonnan by the Sea) to construct an 18-unit condominium hotel

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Site Plan Modification application (Exhibit 1) submitted to the Town of Lauderdale-by-the-Sea (the "Town") for the proposed condominium hotel building located at 4433 Poinciana Street (Diagram 1). The Applicant, Ramses Cobo, is requesting a modification from the approved Site Plan to construct an eighteen (18)-unit hotel on the site of a previously approved, but not developed, multifamily building.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice has been provided to all property owners located within a three hundred (300) foot radius of the subject property. The subject property has been posted and the public hearing concerning the Site Plan Modification application has been advertised, pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code") (Exhibit 2). **Staff has not received any comments from the public regarding this request.** Staff has received questions about the project from one resident after the Planning & Zoning Board meeting had already taken place. (revised 6-12-20)

Background and Request

The subject property, a vacant 15,825 square foot (.36 acre) parcel, is located at 4433 Poinciana Street, within the RM-25 zoning district and has a future land use classification of Medium High (25) Residential. A Site Plan

application for the development of an eight (8)-unit multifamily residential building was approved in April of 2019 and a building permit was subsequently issued in May of 2019. A Site Plan Modification was approved in November of 2019 to add an additional unit, resulting in nine (9) proposed units. Construction has yet to commence on the subject property.

The Applicant has submitted this Site Plan Modification to increase the number of units for the development from nine (9) to eighteen (18) and change the use from residential to hotel. This is an increase in intensity and as such is considered a Site Plan Level 2 request. Thus, the application requires review and consideration by Town Staff, Planning and Zoning Board and final consideration by the Town Commission. The proposed parking, along with the two (2) spaces granted pursuant to an Administrative Adjustment (2019-L1-AA-02) in November of 2019, will be sufficient for the proposed use.

Site Plan Modification

Documents

Staff has reviewed the documents submitted pursuant to the requirements of the Town Code. This review is based on the following plat, surveys and plans submitted by Sol Arch for Bonnan by the Sea LLC:

1. Final Site Plan Review: Submittal #5 (Cover & Plan Index), prepared by Sol Arch, dated February 17, 2020.
2. Location Plan/ Site Imagery, prepared by Sol Arch, dated June 20, 2017, Sheet A001.
3. Local Municipal Parking Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A001a.
4. Site Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A100.
5. Site Analysis Plan/Zoning Data prepared by Sol Arch, dated June 20, 2017, Sheet A101.
6. Site Setbacks, prepared by Sol Arch, dated June 20, 2017, Sheet A102.
7. Utility Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A103.
8. Site Plan Photometrics, prepared by Sol Arch, dated June 20, 2017, Sheet A104.
9. Adjacent Properties and Zoning District Map, prepared by Sol Arch, dated June 20, 2017, Sheet A105b.
10. Ground Floor Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A200.
11. Second Floor Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A201.
12. Third Floor Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A202.
13. Roof Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A203.
14. Typical Unit Enlarged Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A204.
15. Building Elevations, prepared by Sol Arch, dated June 20, 2017, Sheet A300.
16. Building Sections, prepared by Sol Arch, dated June 20, 2017, Sheet A400.
17. Perspective, prepared by Sol Arch, dated June 20, 2017, Sheet A900.
18. Perspectives, prepared by Sol Arch, dated June 20, 2017, Sheet A901.
19. Existing Tree Disposition Plan, prepared by All Landscape Data, Inc, dated July 9, 2018, Sheet L-100.
20. Landscape Plan, prepared by All Landscape Data, Inc, dated July 9, 2018, Sheet L-101.

21. Landscape Notes and Details, prepared by All Landscape Data, Inc, dated July 9, 2018, Sheet L-102.
22. Irrigation Plan, prepared by All Landscape Data, Inc, dated July 9, 2018, Sheet L-103.
23. Irrigation Notes and Details, prepared by All Landscape Data, Inc, dated July 9, 2018, Sheet L-104.

Town Code Provision

Section 30-123 of the Town Code (Exhibit 3) provides a process by which a previously approved site plan may be modified. If the modification presents a significant change in the intensity of the use, the modification is considered a Level 2 request. Level 2 Site Plan Modifications require review by the Town Staff, Planning and Zoning Board and final review and consideration by the Town Commission. As the request is for eighteen (18) hotel units with no increase in parking, the proposed amendment is considered a Level 2 amendment.

Review

The plans have been reviewed by one of the Town's Planners, Susan Leven. Comments are discussed below. The subject property is zoned RM-25 and allows twenty-five (25) units with kitchens per acre (one unit = 1,742 square feet of land area) or fifty (50) hotel units per acre (one hotel unit = 871 square feet of land area). At 15,825 square feet, the subject property has the capacity to support eighteen (18) hotel units (18 units x 871 square feet of lot area = 15,678 square feet).

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the building.

Parking Requirements (Section 30-318)

Section 30-318 (i) of the Town Code sets forth parking requirements for hotels, motels, and apartment hotels, requiring one (1) parking space for each unit that can be rented individually, plus one (1) guest space for every five (5) units. Fourteen (14) parking spaces were approved for the original eight (8) unit proposal, including a handicap space, two (2) guest spaces and four (4) compact spaces. The additional unit required two (2) additional parking spaces on the site. The additional two (2) spaces (a total of sixteen (16)) were approved through an Administrative Adjustment application (2019-L1-AA-02). For the proposed eighteen (18) units, an additional two (2) spaces would be required to reach eighteen (18) spaces for eighteen (18) units. The additional two (2) spaces will be provided through the provision of four (4) bicycles for use by guests and eight (8) bicycle parking spaces on the subject property, pursuant to Section 30-318(i)(2)(a) of the Town Code.

Potential Impacts to Adjacent Properties (Section 30-122)

There are three (3) duplex properties located behind the site to the west. The property to the north has four (4) units and the property to the south has nine (9) units. Adding eighteen (18) transient hotel units to the site could have a greater impact than nine (9) multi-family units that could be rented on a short-term basis.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

There are no proposed changes to the proposed landscaping for the property.

Fire

The Fire Inspector reviewed the application and had no comments.

Crime Prevention Through Environmental Design (CPTED)

The change in use does not change the previous approval.

Engineering

The change in use does not change the previous approval.

Summary Findings and Recommendations

The proposed plans submitted by the Applicant are consistent with the Land Development Code.

Town staff recommends approval of the Site Plan subject to compliance with the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off-site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the Development Services Director or designee, provided that in no instance will the landscape plan be allowed to fall below the minimum standards, criteria and requirements established within the Town Code.
3. The Applicant shall secure a building permit for the project and begin construction within twelve (12) months of the effective date of the development order approval.
4. The construction shall be in accordance with the submitted plans for the hearing incorporated into this document as Exhibit 2, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. The comments of the Fire Inspector shall be addressed and incorporated into the plans before the issuance of a building permit.
6. The principles of CPTED shall be incorporated into the plans prior to the submission of the building permit.
7. The approved Site Plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.
9. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

Summary Findings

Staff has reviewed the application and concludes the application as conditioned herein meets the Town Code requirements.

Procedure

Following the Planning and Zoning Board's review, staff will schedule the Commission's review of the application on their June 23, 2020 agenda.

Exhibits

1. Application
2. Plans
3. Town Code Sec. 30-123

NON APPROVED**TOWN OF LAUDERDALE-BY-THE SEA****PLANNING AND ZONING BOARD****MEETING MINUTES***Jarvis Hall - 4505 Ocean Drive**Wednesday, June 3, 2020***1. CALL TO ORDER**

Board Chair, Mr. Whyte called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S), which was held through the software platform Zoom to order at approximately 6:00 PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Members present were Ron Piersante, David Chanon, Wayne Dillistin, Christina Buerosse, Jeffrey Whyte, 1st alternate Alan Bluestein, and 2nd alternate Patricia Omana. Also present were Town Attorney James White, Development Services Director Linda Connors, Planner Jhanelle Campbell, Planner Susan Leven and Planning Technician Sydney Ramirez. Also present were members of the public, Primi Conde and Juan Calero.

3. APPROVAL OF MINUTES**a. Previous Meeting Minutes – May 13, 2020**

Ms. Buerosse made a motion to approve the minutes of the regular P&Z Meeting of May 13, 2020 as presented. The motion was seconded by Mr. Chanon. The motion carried 5-0. During approval of minutes, it was established that there was a loss of video sound for the public. The board was advised by attorney, James White, to wait a few minutes before proceeding. The board waited approximately 5 minutes and then processed with the meeting.

4. PUBLIC COMMENTS

Chair Mr. Whyte inquired as to public comments at this time which were not specific to the item on the agenda but there were no members of the public that submitted any public comments. The Chair closed this portion of public comments.

5. NEW BUSINESS**5.A 2020-L2-SPM-01 Site Plan Modification 4433 Poinciana Street**

Chair Mr. Whyte opened section 5.A for public comments, which there were none. Development Services Director, Linda Connors proceeded to present the agenda item. She explained how the applicant, Ramses Cobo, has requested a modification from the approved Site Plan to construct an eighteen (18)-unit hotel on the site of a previously approved, but not developed, multifamily building. Chair Mr. Whyte then opened for board comments. Vice-Chair Mr. Piersante then commented on how impressed he was on the design of the building. He then proceeded with questions concerning the parking. Development Services Director then assured Vice Chair Mr. Piersante that the parking is

legal and in conformance with Town Code. Following this, Primi Conde spoke and behalf of the application and thanked Vice-Chair Mr. Piersante for his compliment on the design of the proposed structure. Vice Chair Mr. Piersante made a motion to approve the agenda item, which was seconded by Mr. Chanon. The clerk called the roll and each board member voted. The motion carried 5-0, all in favor.

6. OLD BUSINESS

There was no old business discussed.

7. UPDATES/BOARD MEMBER COMMENT

The Development Services Director, Linda Connors mentioned that the July 1, 2020 meeting would be held in person. During this meeting 3 of the Board Members will need to meet in Jarvis Hall with staff. Other board members will be able to Zoom into the meeting.

8. ADJOURNMENT

Mr. Chanon made a motion to adjourn the meeting. This motion was seconded by Vice Chair Mr. Piersante. The motion carried 5-0.

Chair Jeffrey Whyte

ATTEST:

Date Accepted: _____

Development Services Director Linda Connors

E-mails exchanged with Kelly Byron of 4471 Poinciana Street regarding Bonnan:

June 12, 2020: Susan Leven to Kelly Byron, with Linda Connors cc'd:

Hi Kelly –

We are doing well out here in Oakland Park. My spouse and I have both been working at home since the middle of March. Our dog is very happy.

Here are your questions and what I hope are some answers:

Doesn't that mean they are starting from square one with the approval of waiving the 2 parking spaces (not talking about the bike spaces) when it was a 9 unit condo ? The Administrative Adjustment for the 2 spaces was a separate application from the Site Plan Modification (changing from residential to hotel). It does not have to be redone.

And if the reasoning is that there is close by 'town parking' does that mean guests at the hotel would have to pay an hourly rate to park their cars if no space is available at the hotel? With hotels the assumption is made that not everyone drives their own (or a rented) car for their stay. They will usually walk, ride a bike or take a rideshare where they need to go. There are 18 units proposed and 14 parking spaces on the site. There is also space for parking bicycles (in case someone brings/rents them) as well as 4 bikes for use by guests.

to me it makes sense to waive the 2 parking spaces for a 9 unit condo, but makes zero sense waiving these spaces for twice the occupancy! The number of required parking spaces for a 9-unit residential use was 16 spaces (the minimum number of spaces required is higher for a residential use than a hotel). The hotel requires 18 spaces. Only 2 more than the residential use.

i only address parking because on Poinciana street, we have had difficulty accessing the town's posted 'Residential Parking' on the west side of the children's playground. There are always town maintenance vehicles blocking access. Then the town took away more parking that was west of the open grassy area that used to be a soccer field. Maybe all of this was due to the Boccee Ball folks who are always illegally parking when they convene to play. I would bring that up to the Town now (and you can also bring it up when the hotel application goes before the Commission. I would suggest contacting the Town Manager, Bill Vance, who welcomes calls and e-mails from residents. His e-mail is BillV@lbts-fl.gov and his office number is 954-640-4203. You can also contact his assistant, Neysa Herrera, at NeysaH@lbts-fl.gov or 954-640-4212.

Anyway, if you could address my confusion regarding the continuance of the parking waiver for the 18 unit hotel vs the 9 unit hotel i would appreciate it. I hope I have.

And if you're saying that the yellow sign has nothing to do with the parking, what in fact are they seeking approval for if the area is already zoned for a hotel. All new development (except single- and two-family dwellings) and changes of use are required to go through the Site Plan Review process. Once an original Site Plan application is approved, any change from that approval is required to go through a Site Plan Modification process.

If you want to comment on the hotel application, I would suggest sending something in writing to me by e-mail by the Friday before the meeting (so if the meeting is virtual, you won't have to worry about issues with the internet and you can make sure your correspondence is read into the record).

Please let me know if you have any other questions.

Be well –

Sue

From: Kelly Byron <kellyb723@gmail.com>
Sent: Friday, June 12, 2020 12:29 PM
To: Susan Leven <susanl@lauderdalebythesea-fl.gov>
Subject: Re: Planning & Zoning Meeting June 3rd

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Susan

Thank you so much for taking the time to explain all of this to me, and i apologize for the delayed reply. I hope you and your family are well.

My question regarding the parking, maybe it's the verbiage on the yellow sign....
It says this approval 'supersedes' the prior approval for 9 unit residential structure

Doesn't that mean they are starting from square one with the approval of waiving the 2 parking spaces (not talking about the bike spaces) when it was a 9 unit condo ?
And if the reasoning is that there is close by 'town parking' does that mean guests at the hotel would have to pay an hourly rate to park their cars if no space is available at the hotel?

to me it makes sense to waive the 2 parking spaces for a 9 unit condo, but makes zero sense waiving these spaces for twice the occupancy!

i only address parking because on Poinciana street, we have had difficulty accessing the town's posted 'Residential Parking' on the west side of the children's playground
There are always town maintenance vehicles blocking access
Then the town took away more parking that was west of the open grassy area that used to be a soccer field. Maybe all of this was due to the Boccee Ball folks who are always illegally parking when they convene to play.

Anyway, if you could address my confusion regarding the continuance of the parking waiver for the 18 unit hotel vs the 9 unit hotel i would appreciate it.

And if you're saying that the yellow sign has nothing to do with the parking, what in fact are they seeking approval for if the area is already zoned for a hotel.

Best regards
Kelly Byron

On Mon, Jun 8, 2020 at 12:55 PM Susan Leven <susanl@lauderdalebythesea-fl.gov> wrote:

Hi Kelly –

I hope this finds you well and safe.

Thanks for pointing out the issues with the sign and the error in the date – the Commission meeting is **June 23**. Right now we are not sure if this meeting will be in person or virtual.

The sign is being changed. We have always had trouble trying to plant a sign on that site since it is mostly rocky. I think we are going to try to tie it to the fence this time.

The project has been before the Planning & Zoning Board three times over the past several years and is about to go before the Commission for the 3rd time, so I can understand why there might be some uncertainty about what is happening now. The original project was 8 apartments. About 2 years later, they were approved to add a 9th unit. The approval of the 9th unit also included a waiver of two parking spaces on the site, due to the proximity to Town parking lots.

The current proposal is to convert the building to an 18-unit hotel. A hotel is a permitted use in the RM-25 district where this property is located. The actual building is not changing very much – the outer edges of the building will be the same size as the 9-unit apartment building, but the division and size of the units within the building will change to make the units smaller and add more doors for the 18 hotel units. I have attached a copy of the plans for the hotel for you to take a look at. The rendering they are using on the front page of the plans is the same rendering they used for the 9 unit apartment building, so the outside look of the building will be almost the same.

If you look at the parking proposed for the hotel, you can see that there are 18 spaces required (1 per unit) required, and 14 provided on the site. Two of the remaining 4 spaces are being provided by the inclusion of bicycle parking and bicycles for use by the guests (8 bike parking spaces total and 4 bikes, as allowed by the Town Code to replace 2 car spaces), and two spaces were waived by the previous approval I mentioned above. There may be a loss of on-street parking spaces near the site, depending on how many spaces are directly in front of the site, and how much space the project will need for access to on-site parking.

Other than the waiver of the two parking spaces that was already approved, there are no easements or special requests associated with this project.

I know this is a lot of information, but I hope it helps to answer some of your questions.

Please feel free to contact me – by e-mail, or you can call me (I'm working from home) at 508-221-1265 if you have any other questions or need additional information.

Best regards – Sue



Susan M. Leven AICP

Planner

4501 N. OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FL 33308

Phone: 954-640-4221 • Fax: 954-634-4654 •

susanl@lbts-fl.gov • www.lbts-fl.gov • www.lbtsevents.com

Please note: Florida has a very broad public records law. Written communications to the Town, including emails, are Public Record available to the public upon request. Your email communication is therefore subject to public disclosure.

From: Kelly Byron <kellyb723@gmail.com>
Sent: Monday, June 8, 2020 8:58 AM
To: Linda Connors <lindac@lauderdalebythesea-fl.gov>
Subject: Re: planning & zoning meeting june 3rd

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Linda

Thank you for your reply

The reason I was interested in this project came from uncertainty in what variances or easements they were requesting, specifically any parking reductions.

My skeptical mind came into play when, by mistake, I came across the yellow public hearing sign (while walking my dog), laying flat down on a bed of weeds... I had no idea this project had taken a major change (yet I drive by this property every single day)

I also noticed the date of the commission meeting was posted as a day when commission meetings aren't held (a Thursday).

So, Is there a way to find out what special request they're asking for, if any?

Best regards

Kelly Byron

On Mon, Jun 8, 2020, 6:21 AM Linda Connors <lindac@lauderdalebythesea-fl.gov> wrote:

Good morning.

I am sorry that the Town was experiencing technical difficulties. The Planning and Zoning Board recommended approval of the application. Staff will present the application to the Commission at their June 23rd meeting.

Please let me know if you would like additional information. The Town is taking public comment through email. If you would like to submit a comment, please send an email to TedraS@lbts-fl.gov.

Thank you.

Linda

LINDA CONNORS

Development Services Director
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308

Phone: 954-640-4213 • Email: LindaC@LBTS-FL.gov

www.lbts-fl.gov • www.lbtsevents.com

From: Kelly Byron <kellyb723@gmail.com>
Sent: Friday, June 5, 2020 12:28 PM
To: Linda Connors <lindac@lauderdalebythesea-fl.gov>
Subject: planning & zoning meeting june 3rd

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hello

I attempted to watch the meeting this past Tuesday at 6pm regarding

Application Number: 2020-L2-SPM-01

Applicant: Ramses Cobo

Legal Description: LAUDERDALE BY THE SEA 6-2 B LOT 63 N1/2,64,65 BLK 28

Since the audio wasn't working, and I do not see a post on the LBTS website, is there anyway to find out the results of the meeting?

Thanks

Kelly Byron

4471 Poinciana St



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2020-L2-SPM-01**

PROJECT NAME: Bonnan by the Sea

ADDRESS OF PROPERTY: 4433 Poinciana Street

FOLIO #: 4943 18 01 3660

PROPERTY OWNER: Bonnan Florida LLC

APPLICANT: Ramses Cobo

APPLICANT ADDRESS: 10360 Cameilla Street, Parkland, FL 33076

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances ("Town Code"), the Applicant is requesting a site plan modification to change from a proposed 9-unit residential building to a proposed 18-unit hotel for property located at 4433 Poinciana Street.

SECTION 1. FINDINGS. THIS MATTER came before the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, (the "Town") for a Site Plan application for the development of an eight (8)-unit multi-family residential building and was approved in April of 2019. In November 2019 a Site Plan Modification was approved to add an additional unit, resulting in nine (9) proposed units. On June 23, 2020, a Site Plan Modification came before the Town Commission, following due public notice, for a Site Plan Modification to change the project from a nine (9)-unit residential building to an eighteen (18)-unit hotel. The Town Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the Town Planning and Zoning Board and

administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan Modification is hereby approved as shown on the plans submitted by Sol Arch on February 17, 2020 and dated June 20, 2017, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off-site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the Development Services Director or designee, provided that in no instance will the landscape plan be allowed to fall below the minimum standards, criteria and requirements established within the Town Code.
3. The Applicant shall secure a building permit for the project and begin construction within twelve (12) months of the effective date of the development order approval.
4. The construction shall be in accordance with the submitted plans for the hearing incorporated into this document as Exhibit 2, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. The approved Site Plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the

revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2020

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

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