



**Special Town Commission Meeting
NOTICE OF VIRTUAL SPECIAL 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, June 30, 2020, at 6:00 p.m. and broadcast from Jarvis Hall.

The June 30, 2020 Special 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 June 30th 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 Special 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).

Jarvis Hall
4505 N. Ocean Drive,

Special Town Commission

SPECIAL TOWN COMMISSION

Tuesday, June 30, 2020, 6:00 PM

Jarvis Hall
4505 N. Ocean Drive,

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION ITEM

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

[06-30-20 AM COVID ILA_.docx](#)

[Ex1 COVID-19-final-frm - Town of Lauderdale By The Sea - 5 29 20.docx](#)

[Ex2 Broward Count Emergency Orders 20-10, 20-12, 20-13.pdf](#)

[Ex3 Sec._8_56.____Supplemental_emergency_powers..doc](#)

[Resolution 2020-26 Approving Covid-19 Interlocal Agreement.docx](#)

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

[CoverPage.pdf](#)

[Reso 2020-24 Approving FDG Settlement for 6.30.2020 mtg 6.25.20.pdf](#)

[Mediated Settlement Agreement for 6.30.2020 mtg 6.26.20 Town Atty v2.PDF](#)

4. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: June 30, 2020

Submitted by: Linda Connors

Submitting Department: Development Services Department

Item Type: Consent

Agenda Section: Consent

Subject Title: Interlocal Agreement with Broward County Related to COVID-19 Emergency Order Enforcement

Explanation: Broward County has proposed the attached interlocal agreement (**Exhibit 1**) that establishes the Town as the enforcement entity for Emergency Orders 20-10, 20-12 and 20-13 (**Exhibit 2**) as well as Section 8-56 of the Broward County Code of Ordinances (**Exhibit 3**). The effective date of the agreement is upon adoption and it ends on December 31, 2020.

The agreement requires the Town to:

- respond to all complaints received during the Enforcement Period of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s); and
- no later than forty-eight (48) hours after receipt of the complaint(s), input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City directly), City shall enter the complaint into the QAlert system.

The Town is required to invoice the County monthly and include a list of all complaints received by the City for the preceding month and the outcome for each complaint. During the enforcement period, the County shall provide a monthly payment to the Town of \$1,500 not to exceed \$10,500. The County agrees to reimburse the Town within 30 days upon finding the documentation sufficient. If the County finds that the Town has failed to meet the requirements of the Agreement, they can withhold payment for the month, or require reimbursement of a past payment.

Recommendation: Approval of the attached Interlocal Agreement.

Attachments:

1. Interlocal Agreement
2. Emergency Orders 20-10, 20-12 and 20-13
3. Section 8-56 of the Broward Code of Ordinances
4. Resolution 2020-26

Return recorded document to:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT
RELATED TO
COVID-19 EMERGENCY ORDER ENFORCEMENT

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

Town of Lauderdale-by-the-Sea, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. Pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan.

C. Pursuant to Section 8-56 of the Broward County Code of Ordinances, County and City are authorized to implement and enforce the provisions of Emergency Orders issued by County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order").

D. The Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by City and for County's reimbursement to City for said enforcement functions in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. Commencing upon the Effective Date of this Agreement and ending on December 31, 2020 (the "Enforcement Period"), City agrees to enforce the provisions of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries. City enforcement shall consist of City responding to all complaints received during the Enforcement Period of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s) and, no later than forty-eight (48) hours after receipt of the complaint(s), City shall input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- 1.2. If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City directly), City shall enter the complaint into the QAlert and shall respond and input the Outcome consistent with the timeframes of Section 1.1.
- 1.3. For complaints received during the Enforcement Period, City shall enforce the provisions of Section 8-56 of the Broward County Code of Ordinances, that provides for penalties of up to One Thousand Dollars (\$1,000) per day, up to Fifteen Thousand Dollars (\$15,000) per violation, pursuant to the code enforcement processes of City. Fines assessed against any person(s) and liens recorded against any property for enforcement action taken by City pursuant to this Agreement shall run in favor of City.
- 1.4. The QAlert system provides that, if a warning notice or citation is issued, the complaint will be reflected on County's searchable web-based COVID-19 enforcement dashboard. If a complaint is not substantiated, the complaint will not appear on the enforcement dashboard.
- 1.5. No later than seven (7) calendar days after the Effective Date of this Agreement, City shall provide County with the name, phone number, and e-mail address of a designated City employee who will be granted access to the QAlert and shall be responsible for entering new complaints and inputting the Outcome of new and existing complaints into QAlert.
- 1.6. County shall provide employee designated by City with training and web-based tutorials on QAlert operation.

ARTICLE 2 – COMPENSATION

- 2.1. County shall provide a monthly payment to City of \$1,500, totaling an amount not to exceed \$10,500, for the Enforcement Period.

- 2.2. The Parties agree that the amounts set forth in Section 2.1 are flat fee amounts and are inclusive of all costs incurred by City in performing the enforcement functions herein including, but not limited to, the cost of hearings, mailings, publication, photos, posting of property, and other ancillary costs of enforcement. In no event shall the monthly reimbursement amount or the total reimbursement to City for the term of the Agreement exceed the amount set forth in Section 2.1.
- 2.3. City shall invoice County monthly for enforcement action taken in the preceding month. Such invoice(s) shall include a list of all complaints received by City the preceding month, whether through QAlert or directly by City, and the Outcome for each complaint.
- 2.4. County shall reimburse City no later than thirty (30) calendar days after the date of receipt of the invoice and proper documentation provided by City pursuant to Section 2.3. If County reasonably determines that, during any month, based on the complaints City is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City shall be obligated to return such reimbursement in full.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020 ("Effective Date"), provided it is fully executed by the Parties and recorded in the public records of Broward County before July 7, 2020, and, unless written notice of termination by County or City is provided pursuant to Article 6, Notices, shall continue in full force and effect until midnight, February 28, 2021. City shall be entitled to reimbursement for enforcement services performed during the Enforcement Period.

ARTICLE 4 – IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 5 - INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish County with written verification of liability protection or self-insurance, in accordance with State law, prior to execution of this Agreement.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices.

ARTICLE 7 – NOTICES

Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand-delivery (provided the contemporaneous e-mail is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed by providing notice of such change in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

To County:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324
E-mail address: JSesodia@Broward.org

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
E-mail address: bhenry@broward.org

To City:
Bill Vance, Town Manager
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308
E-mail address: BillV@LBTS-FL.gov

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1. Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ALBERT CUMMINGS, AT (954) 357-8695, ACUMMINGS@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, Box 102, PLANTATION, FLORIDA 33324, OR TEDRA ALLEN, AT (954) 640-4201, TEDRAA@LBTS-FL.GOV 4501 N OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308.

8.2. ASSIGNMENT: Neither party shall have the right to assign this Agreement.

8.3. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.4. SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5. ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.6. INDEPENDENT CONTRACTOR: City is an independent contractor under this Agreement. Services provided by City pursuant to this Agreement shall be subject to the supervision of City. In providing such services, neither City nor its agents shall act as officers, employees, or agents of County. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.7. MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8. THIRD PARTY BENEFICIARIES: Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.9. COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.12. DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.13. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.14. INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.15. REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

8.16. RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

8.17. NO CONTINGENT FEES. City warrants that it has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City related to COVID-19 Emergency Order enforcement on the respective dates under each signature: Broward County, signing by and through its County Administrator, and City, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 20____.

County

WITNESSES:

Broward County, by and through
its Broward County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER
ENFORCEMENT

City

Town of Lauderdale-by-the Sea

Attest:

City Clerk

By _____
Chris Vincent , Mayor

____ day of _____, 20____

By _____
Bill Vance, Town Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
City Attorney

MA/
05/28/2020
COVID-19-final-frm

BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-10

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 April 1, 2020, Governor DeSantis issued Executive Order 20-91, ordering all persons in Florida to limit their movements and personal interactions outside their homes to only those necessary to obtain or provide essential services or conduct essential activities;

WHEREAS, on April 9, 2020, I issued Broward County Emergency Order 20-06, as required by the Governor’s Executive Order 20-89, restricting public access to businesses and facilities deemed nonessential pursuant to the guidelines established by Miami-Dade County Emergency Order 07-20, as modified by amendments prior to March 30, 2020 (collectively, the “Miami-Dade Emergency Order 07-20”);

WHEREAS, Broward County took additional steps to minimize the spread of COVID-19 and avoid harm to the South Florida community, including closing parks, golf courses, and other recreational amenities in Broward County (Broward County Emergency Orders 20-04 and 20-05), and requiring facial coverings when obtaining essential services and during in-person interactions with the public by persons providing essential services (Broward County Emergency Order 20-07);

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, on April 29, 2020, Governor DeSantis issued Executive Order 20-112, establishing Phase 1 of a step-by-step plan for Florida’s recovery, and adding (for counties other than Broward, Miami-Dade, and Palm Beach) certain additional services to the activities previously permitted for individuals under Executive Order 20-91, including on-premises consumption of food and beverage at restaurants, operation of in-store retail, and opening of museums and libraries (if permitted by the local government), subject to a twenty-five percent (25%) capacity limitation and certain other conditions;

WHEREAS, on May 9, 2020, Governor DeSantis issued Executive Order 20-120, authorizing (for counties other than Broward and Miami-Dade) licensed professionals, including barbers and cosmetologists, to provide personal services as part of Phase 1;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward County to participate in the Phase 1 reopening identified in Executive Order 20-112, Executive Order 20-120, and any future orders pertaining to Phase 1 or the phased reopening of Florida;

WHEREAS, many aspects of COVID-19 remain unknown, but what is known is that the virus spreads easily and can be deadly; medical experts strongly advise that reopening of communities include full observance of the social distancing, facial covering, and sanitation requirements stated in the CDC Guidelines and reflected in Broward County Emergency Order 20-07, as amended, by both the operator of the establishment and by persons patronizing the establishment, in order to minimize the risk of a dramatic increase in infections that might overwhelm the available public health resources and require reclosure of public amenities, restaurants, and stores; and

WHEREAS, in continued coordination with the local municipalities, the County Administrator desires to take certain measured steps to participate in the Phase 1 reopening of Broward County, including designating certain business activities as permitted activities and reopening additional portions of recreational amenities, subject to the requirements stated herein,

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. **Continuing Adherence to CDC Guidelines Regarding Social Distancing and Facial Coverings.**

All persons shall continue to adhere to the guidelines from the Centers for Disease Control and Prevention available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html> (referred to as the “CDC Guidelines”), and the facial covering requirements stated in Broward County Emergency Order 20-07, as amended. Social distancing requirements do not apply to members of the same household. Facial coverings are in addition to, and not a substitute for, the required social distancing. In addition, pursuant to the Governor’s Executive Order 20-112, groups of more than ten (10) people are not permitted to congregate in any public space that does not readily allow for the required social distancing.

All owners, operators, and persons involved in the provision of essential services or other additional goods, services, or amenities permitted by this Emergency Order shall ensure compliance with the CDC Guidelines and all additional requirements stated in this Emergency Order by all workers (to the extent they exercise any supervisory authority or control over such workers) providing any goods, services, or amenities and by all persons receiving or availing themselves of such goods, services, or amenities. To the greatest extent practical, and notwithstanding the openings at physical business locations permitted under this Emergency Order, all businesses permitted to operate under this Emergency Order or any Executive Order of the Governor are encouraged to perform remote operations and permit personnel to utilize teleworking or other remote working methods.

Section 2. **Additional Services Permitted.**

All essential services permitted pursuant to the Governor's Executive Order 20-91, as amended, and Broward County Emergency Order 20-06, and the amenities permitted under Broward County Emergency Order 20-08, as amended, shall continue to be permitted but must also comply with **Attachment 1**. In addition, Sections 3 through 10 below constitute "Additional Services" permitted to be conducted, provided the Additional Services comply with the applicable requirements stated in this Emergency Order and in **Attachment 1**. Although the businesses and entities specified in this Emergency Order may open subject to the guidelines set forth herein, no business or entity is required to reopen if such business or entity does not wish to do so or believes it cannot do so safely and in compliance with the requirements of this Emergency Order; any decision by a particular business or entity to reopen or remain closed is also subject to any applicable internal rules or regulations of that business or entity.

Section 3. **Other Professional Businesses.**

To the extent designated as essential services pursuant to the Governor's Executive Order 20-91, professional services and other businesses located in multi-business office buildings in Broward County may continue normal operations, subject to the following: (a) public access is only permitted to the extent the business is an essential service, as provided in the Governor's Executive Order 20-91;

(b) such businesses are encouraged to provide teleworking for workers as stated in Section 1 of this Emergency Order; (c) all operations must comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended; and (d) all operations must comply with the guidelines of **Attachment 1**.

Section 4. **Restaurants and Food Establishments.**

As provided in Governor's Executive Orders 20-112, 20-122, and subsequent orders, restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in **Attachment 2**; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement, and Broward County Emergency Order 20-07, as amended; and (c) comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Emergency Order precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

Section 5. **Retail Establishments.**

Retail establishments selling goods or other commodities (other than personal services) may operate to sell such goods or other commodities provided all such operations (a) are consistent with the guidelines stated in **Attachment 3**; (b) comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended; and (c) comply with the following capacity limitations: indoor retail establishments must limit occupancy to no more than fifty percent (50%) of the maximum capacity of the retail location (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less). To the extent any such establishment is subject to any other capacity or operational limitation by any state or local government authority, the establishment must comply with the more stringent or restrictive limitation. Retail establishments that were permitted to operate as essential

services or essential businesses under the Governor's Executive Order 20-91 are not subject to the fifty percent (50%) maximum occupancy limitation stated in this section.

Section 6. **Personal Services.**

Businesses and establishments providing personal services by licensed professionals, such as barbershops, cosmetology salons, and cosmetology specialty salons, may operate provided all such operations (a) are consistent with the guidelines stated in **Attachment 4**; (b) comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended, to the full extent possible without preventing delivery or receipt of the applicable service; (c) are consistent with the Frequently Asked Questions issued by the Florida Department of Business & Professional Regulation located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20FAQs%20re%20Executive%20Order%2020-120.pdf>; and (d) comply with the Information for Barbershops, Cosmetology Salons, and Cosmetology Specialty Shops located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20-%20Information%20for%20Barbers-Cosmetology%20Reopening.pdf>.

Section 7. **Movie Theaters.**

Existing licensed outdoor movie theaters (drive-in only) may operate provided all such operations (a) are consistent with the guidelines stated in **Attachment 5**; (b) comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended; and (c) comply with the following capacity limitation: occupancy must not exceed fifty percent (50%) maximum capacity. Indoor movie theaters shall remain closed until further notice.

Section 8. **Community Rooms, Fitness Centers, and Gyms in Housing Developments.**

Golf courses and other recreational amenities permitted to operate under Emergency Order 20-08 may continue to operate, subject to the CDC Guidelines and the requirements of Emergency Order 20-08. Community rooms, fitness centers, and gyms, to the extent such amenities are located within multi-family housing developments or community associations, but excluding standalone commercial facilities, may operate provided all such operations (a) are consistent with the guidelines stated in

Attachment 6; (b) comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended; and (c) comply with the following capacity limitation: occupancy must not exceed fifty percent (50%) maximum capacity.

Section 9. **Public Community Pools and Private Club Pools.**

Recreational Pool Amenities as defined in Emergency Order 20-08 that were permitted to operate under that order are excluded from the scope of this Emergency Order and may continue to operate subject to the CDC Guidelines and the requirements of Emergency Order 20-08. All other pools and pool decks located within private clubs (such as YMCAs, yacht clubs, etc.), and including county or municipal pools, but excluding pools that are part of a commercial fitness facility, may operate provided all such operations (a) are consistent with the guidelines stated in **Attachment 7**; (b) comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended (except while swimming); and (c) comply with the following capacity limitation: occupancy must not exceed fifty percent (50%) maximum capacity.

Section 10. **Museums.**

Museums may open and operate at no more than twenty-five percent (25%) of their maximum building capacity (if an interior portion of the museum has a separate capacity restriction, then that interior portion is also subject to a limitation of not more than twenty-five percent (25%) of the maximum capacity of that interior portion), provided that (a) any components of museums that have interactive functions or exhibits, including child play areas, remain closed; (b) all operations are consistent with the guidelines stated in **Attachment 8**; and (c) the museums comply with the CDC Guidelines and Broward County Emergency Order 20-07, as amended.

Section 11. **Enforcement; Penalties.**

The Broward Sheriff's Office, other law enforcement agencies including municipal law enforcement agencies, code enforcement officers, and other personnel as provided for in the Broward County Code of Ordinances, are authorized to enforce this Emergency Order against any person or entity violating any provision of this Emergency Order. Violations of this Emergency Order shall be

prosecuted in the same manner as misdemeanors are prosecuted, including fines not to exceed \$500 per violation, imprisonment not to exceed 60 days, or both.

Section 12. Applicability; Severability.

This Emergency Order supersedes 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 conflict(s) with any state or federal law or constitutional provision, or conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States, 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. Occupancy limitations stated in this Emergency Order shall be based upon the total maximum occupancy established by the certificate of occupancy.

Section 13. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on May 18, 2020. 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
Bertha Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 14th day of May, 2020, at 4:20 a.m./p.m.

ATTACHMENT 1

ADDITIONAL SERVICES

A. General Business Requirements.

1. Establish and continue communication with local and State authorities to determine current mitigation measures in your community.
2. Whenever feasible, allow employees to telework or establish a rotation or staggered schedule to reduce the number of employees working on site.
3. Where telework is not possible, consider how your current workspace can be reconfigured by installing physical barriers or implementing other measures that allow for social distancing.
4. To the extent possible, implement flexible sick leave policies and reiterate existing sick time and paid time off policies to discourage employees from coming to work if they feel ill.
5. 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.
6. 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 (<https://www.osha.gov/Publications/OSHA3990.pdf>).
7. Develop or update your employee contact system (e.g. phone tree, social media, texting) so you have a way to quickly reach all staff if there is a workplace COVID-19 exposure.
8. Ensure that employees wear facial coverings in the workplace when within six feet of someone else and when required by Broward EO 20-07, as amended. Social distancing of six feet should be practiced to the maximum extent possible, even when facial coverings are worn.
9. Require customers, clients, and other visitors to the business to wear facial coverings in accordance with Broward County EO 20-07, as amended.
10. Limit the number of employees simultaneously using employee common areas.
11. Implement regular, more intensive cleaning, particularly in heavily trafficked areas such as bathrooms, kitchens, escalators, elevators, and other common areas.
12. Provide hand-sanitizing stations or supplies throughout the workplace.
13. Establishments that utilize shopping carts or baskets must establish and implement sanitation protocols to disinfect these items prior to each new customer use.
14. 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.

15. Communicate clearly all plans and policies you develop regarding PPE, 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.
16. Establishments must display signs setting forth the rules and the establishment's expectation that all persons shall comply with those rules.
17. Social distancing requirements do not apply to members of the same household.

ATTACHMENT 2

RESTAURANTS AND FOOD ESTABLISHMENTS

All tables and chairs, whether indoor or outdoor, shall be at least six feet apart between parties (at their closest point); bar counters shall remain closed to seating. Patrons are prohibited from congregating at the bar counters or elsewhere. Parties shall be limited to no more than ten (10) persons. Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders. Social distancing requirements do not apply to members of the same household.

A. Operations Requirements.

1. Establishments shall comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment.

2. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

3. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

4. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

5. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

6. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

7. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone

that their table or food is ready to avoid use of restaurant provided “buzzers.” Post signs to inform customers of food pickup protocols.

8. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

9. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; when a six-foot distance cannot be maintained, employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

10. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

11. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

12. Child or adult gaming and play spaces located in dining establishments shall remain closed.

13. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

14. Buffets and salad bars are to remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County EO 20-07, as amended. This includes the requirement that all staff who have direct customer contact must wear facial coverings when in direct contact with customers. All employees handling food must wear facial coverings consistent with Broward County EO 20-08. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.

4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.

5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.

6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.

7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.

8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.

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

ATTACHMENT 3

RETAIL ESTABLISHMENTS

A. Capacity Requirements.

1. Limit the number of customers inside a store at a given time, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the store's maximum occupancy (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less). Social distancing requirements do not apply to members of the same household.

2. Food courts, restaurants, and other food establishments in shopping malls shall reconfigure to limit seating to at least 6 feet between separate groups (at the closest point) to allow for proper social distancing. Food courts, restaurants, and other food establishments in shopping malls must also comply with the requirements in **Attachment 2**.

B. Operations Requirements.

1. Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers.

2. Social distancing reminders to customers are required, including but not limited to social distancing "reminder" signs, personal stickers, floor decals, and audio or audible announcements. Signs shall be conspicuously posted.

3. Establish one-way aisles and traffic patterns for social distancing.

4. Encourage curbside, online, or call-in pickup and delivery service options to minimize contact and maintain social distancing.

C. Sanitation and Safety Requirements.

1. Prohibit or limit the use of changing rooms while ensuring proper sanitation and compliance with social distancing protocols.

2. Establish procedures for safe exchange and returns of goods and materials.

3. Do not allow self-serve products (e.g., "testers"); consider limiting customer contact with retail products before purchase.

4. When possible and appropriate, use plastic shields or barriers between customers and clerks at service counters and clean them (the shields and service counters) frequently.

5. Prohibit the use of reusable bags (reusable bags may carry COVID-19).

ATTACHMENT 4
PERSONAL SERVICES

A. Capacity Requirements.

1. Services shall be provided by appointment only.
2. Services shall be scheduled with at least 15 minutes between appointments to allow time for proper disinfecting of the area.
3. Customers waiting for appointment should be encouraged to wait outside and practice social distancing. Social distancing requirements do not apply to members of the same household.

B. Sanitation and Safety Requirements.

1. If there are partitions or walls that are solid (such as plexiglass, metal, or other solid non-fabric material) between each chair/workstation, then each chair/workstation can be used at any given time. Partitions must be thoroughly sanitized between each customer.
2. If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation, or otherwise arrange seating, such that there is at least 6 feet separation between chairs/workstations to achieve social distancing.
3. Personal service employees must wear facial coverings. Customers or clients must wear facial coverings to the full extent practicable for the service required.
4. Personal service employees must wash their hands immediately before performing a service and must wash their hands before performing a service for the next customer or client.
5. Businesses must remove all books, magazines, and any shared material for customers.
6. Ensure thorough workstation and equipment disinfection after each customer (i.e. sanitize all equipment, instruments, capes, smocks, linens, chairs and work area); alternatively, utilize single-use or disposable items.
7. Implement enhanced sanitation of commonly touched surfaces and equipment as frequently as necessary using CDC recommended sanitizers and disinfecting protocols.
8. Discard any single-use or disposable tools (e.g., files, buffers, neck strips) immediately after use on a single customer.
9. Encourage touchless payment methods where possible.
10. Hand sanitizers must be placed at the entrance, and customers must be informed that they must sanitize their hands upon entering.
11. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.

12. Daily deep cleaning and sanitation to be completed frequently for high-touch areas. Areas such as salon chairs, manicure UV machines, nail drying stations, etc. are to be cleaned after each client use.

13. Use appropriate temperatures for washers and dryers to ensure thorough sanitation of towels, linens, capes, smocks, etc.

ATTACHMENT 5
MOVIE THEATERS

Only existing licensed outdoor drive-in movie theaters may operate. Indoor movie theaters shall remain closed.

A. Capacity Requirements.

1. Automobiles shall be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement.
2. Restrooms must not exceed 50% capacity and shall be staffed by dedicated sanitation personnel at all times when open.
3. Persons shall remain in their vehicles except for the sole purpose of utilizing the restroom facility.

B. Sanitation and Safety Requirements.

1. Food service areas will be closed, and food and beverage sales are prohibited.
2. Touch free payment options for entry are encouraged.
3. All staff shall use PPEs including, but not limited to, gloves and masks at all times.
4. Additional hand sanitizing stations shall be provided.

ATTACHMENT 6

COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to be opened if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular housing development is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. Maximum 50% occupancy. Social distancing requirements do not apply to members of the same household.
2. Community rooms, fitness centers, and gyms shall be limited to residents of the housing development only. No guests shall be allowed.
3. Exercise machines, equipment and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables. Social distancing guidelines provided by the CDC shall be adhered to at all times.
4. No gatherings or multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who do not reside in the same household.

B. Sanitation and Safety Requirements.

1. Before reopening, the community room, fitness center, or gym (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized. After opening, community rooms, fitness centers, and gyms must be deep cleaned daily.
2. Housing developments shall provide disinfecting wipes, and residents shall be required to wipe down each machine they used after each use.
3. Hand sanitizer shall be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym and prior to utilizing each piece of equipment.

C. Gym and Fitness Center Amenities.

1. Hot tubs, saunas, steam rooms, and shower facilities shall remain closed.

ATTACHMENT 7

PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS

No pool is required to be opened if the owner or operator does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular entity is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. All seating and tables around any pool shall be set up with social distancing of at least 6 feet between groups at their closest point. Social distancing requirements do not apply to members of the same household.
2. Pool and pool deck occupancy is limited to no greater than 50% maximum occupancy.
3. No groups larger than 10 people.
4. The use of the pool and pool deck are to be supervised by a sufficient number of employees or other person(s) designated by the operator of the facility to ensure compliance with the requirements of this attachment, and either (i) employees or other designees of the establishment shall sanitize the facility's chairs, railings, gates, tables, showers, and other equipment, or (ii) all furnishings must be removed from the pool deck.
5. Private club pools are limited to use by their members only. No guests shall be allowed.

B. Sanitation and Safety Requirements.

1. Employees or other designees of the operator of the facility shall supervise the pool during operating hours to ensure compliance with this attachment and shall also ensure the facility's pool chairs, railings, gates, tables, showers, and other pool and pool deck equipment are sanitized on a regular basis and, at a minimum, between users.
2. The pools and operation thereof shall meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code § 64E-9.004 for disinfectant protocol.
3. Employees working in pool houses, locker rooms, or in similar areas in close proximity to pools or pool decks shall wear facial coverings during in-person interactions with the public in accordance with Broward County Emergency Order 20-07, as amended.

C. Pool Amenities.

1. Hot tubs, saunas, steam rooms, and indoor showers shall remain closed. Indoor showers can remain open if they are the only shower available to rinse before entering the pool.

ATTACHMENT 8

MUSEUMS

A. Capacity Requirements.

1. Operate at a capacity of no more than twenty-five percent (25%) occupancy (if an interior portion of the museum has a separate capacity restriction, then that interior portion is also subject to a limitation of not more than twenty-five percent (25%) of the maximum capacity of that interior portion). Social distancing requirements do not apply to members of the same household.
2. Determine what exhibitions and events to have or postpone based on space and group capacity management and scale in phases.
3. On-site food establishments must operate in accordance with Attachment 2.
4. Gift shops and other on-site retail capacity shall be limited to 50% maximum occupancy (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less) and operate in accordance with Attachment 3.

B. Sanitation and Safety Requirements.

1. Encourage advance mobile ticketing and use touchless payment options, where available, throughout the museum.
2. Offer special hours for visitors with potential health vulnerabilities, members, corporate members, and donors.
3. Reduce staff/visitor contact points and consider clear protective dividers for front-line workstations.
4. Eliminate moveable elements and other hands-on activities that may transmit germs (e.g., manipulatives and props, sensory materials, refer to the American Alliance of Museums guidelines <https://www.aam-us.org/wp-content/uploads/2020/04/Considerations-for-Museum-Reopenings-5.4.2020.pdf>).
5. Prohibit use of interactive functions or exhibits including child play areas.
6. Redesign and restrict exhibition floorplans to comply with social distancing.
7. Use floor decals to help visitors differentiate spaces and signage to regulate capacity per area.
8. Facility rentals are prohibited at this time.

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-12**

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 30, 2020, Governor DeSantis issued Executive Order 20-89 ordering Broward, Palm Beach, and Monroe counties to “restrict public access” to all businesses deemed non-essential pursuant to the guidelines published by Miami-Dade County in its Emergency Order 07-20, as modified by amendments prior to March 30, 2020 (collectively, the “Miami-Dade Emergency Order 07-20”);

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, ordering all persons in Florida to limit their movements and personal interactions outside their homes to only those necessary to obtain or provide essential services or conduct essential activities;

WHEREAS, on April 9, 2020, I issued Broward County Emergency Order 20-06, as required by the Governor’s Executive Order 20-89, restricting public access to businesses and facilities deemed nonessential pursuant to the guidelines established by Miami-Dade Emergency Order 07-20;

WHEREAS, Broward County took additional steps to minimize the spread of COVID-19 and avoid harm to the South Florida community, including closing parks, golf courses, and other recreational amenities in Broward County (Broward County Emergency Orders 20-04 and 20-05), and requiring facial coverings when obtaining essential services and during in-person interactions with the public by persons providing essential services (Broward County Emergency Order 20-07, as amended);

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, on April 29, 2020, Governor DeSantis issued Executive Order 20-112, establishing Phase 1 of a step-by-step plan for Florida's recovery, and adding (for counties other than Broward, Miami-Dade, and Palm Beach) certain additional services to the activities previously permitted for individuals under Executive Order 20-91, including on-premises consumption of food and beverage at restaurants, operation of in-store retail, and opening of museums and libraries, subject to certain limitations and conditions;

WHEREAS, on May 9, 2020, Governor DeSantis issued Executive Order 20-120, authorizing (for counties other than Broward and Miami-Dade) certain licensed professionals, including barbers and cosmetologists, to provide personal services as part of Phase 1;

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 identified in Executive Order 20-112, Executive Order 20-120, and any future orders pertaining to Phase 1 and the phased reopening of Florida;

WHEREAS, having consulted with the Governor and obtained the Governor's approval of this approach, and after consideration of the risks and opportunities and the guidance and recommendations by the CDC and other medical professionals, I find it appropriate to allow all businesses, except as expressly closed herein, to resume operations subject to the restrictions in this Emergency Order; and

WHEREAS, many aspects of COVID-19 remain unknown, but what is known is that the virus spreads easily and can be deadly; medical experts strongly advise that reopening of communities include full observance of the social distancing, facial covering, and sanitation requirements stated in the CDC Guidelines and reflected in Broward County Emergency Order 20-07, as amended, by both the operator of the establishment and by persons patronizing the establishment, in order to minimize the risk of a dramatic increase in infections that might overwhelm the available public health resources and require reclosure of public amenities, restaurants, and stores,

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. Businesses/Services Permitted to Operate.

Except for those establishments listed in Section 2 below, every nonprofit, retail, and commercial establishment and any other facility doing business, providing goods or services, or providing an amenity (hereinafter, “establishment” as used throughout this Emergency Order) in Broward County may open, subject to compliance with the following:

- A. The facial covering requirements in Section 3 below;
- B. The following guidelines, to the extent applicable to the type of establishment (specific uses operating within any such establishment, such as restaurants or retail, must also meet the guidelines for each such specific use):

- i. General Requirements for All Establishments: **Attachment 1**;
- ii. Restaurants and Food Establishments: **Attachment 2**;
- iii. Retail Establishments: **Attachment 3**;
- iv. Personal Services: **Attachment 4**;
- v. Movie Theaters: **Attachment 5**;
- vi. Community Rooms, Fitness Centers, and Gyms in Housing Developments: **Attachment 6**;
- vii. Museums: **Attachment 7**;
- viii. Parks in Broward County Limited Reopening Guidelines: **Attachment 8**;
- ix. Boating and Marine Activities Requirements: **Attachment 9**;
- x. Golf Course Limited Reopening Requirements: **Attachment 10**;
- xi. Pool Decks, Pools, And Other Residential Recreational Amenities in Housing Developments: **Attachment 11**;
- xii. Public Community Pools and Private Club Pools: **Attachment 12**.

C. The owner or operator consents to the entry of County and municipal personnel into areas open to the public on the establishment's property for the sole purpose of inspection for compliance with this order and any other applicable Broward County Emergency Order or Executive Order of the Governor.

To the greatest extent practical, and notwithstanding the establishments permitted to operate under this Emergency Order, all establishments are encouraged to perform remote operations and permit personnel to utilize teleworking or other remote working methods as much as possible.

Section 2. Businesses and Establishments that Remain Closed.

The following businesses/establishments remain closed:

A. Bars, pubs, night clubs, banquet halls, cocktail lounges, cabarets, and breweries, except for food take-out or delivery services or as expressly allowed by an applicable Executive Order of the Governor;

B. Movie theaters, concert houses, auditoriums, playhouses, bowling alleys, and arcades, except existing licensed outdoor movie theaters (drive-in only) as expressly authorized in this Emergency Order;

C. Vacation rentals;

D. Hotels, motels, and other commercial lodging establishments are closed in terms of they shall not accept any new reservations for persons other than Essential Lodgers, who are defined as follows: (1) healthcare professionals; (2) first responders; (3) National Guard members; (4) law enforcement; (5) state or federal government employees; (6) airline crewmembers; (7) patients; (8) patients' families; (9) journalists; (10) others providing direct services in response to COVID-19; (11) displaced residents or visitors dislodged from local lodging due to the COVID-19 crisis; (12) persons utilizing hotels as transitional living arrangements; (13) persons sheltering in hotels due to domestic violence; (14) hotel employees, service providers, and contractors; or (15) Broward County residents who, for any reason, are temporarily unable to reside in their home due to exigent circumstances;

E. Pools and hot tubs, except as expressly authorized in this Emergency Order;

F. Tattoo parlors;

G. Massage parlors (except healthcare facilities where massages are performed by licensed therapists for medically necessary reasons and in compliance with all of the applicable conditions in Section 5 of the Governor's Executive Order 20-112);

H. Commercial gyms and fitness centers; and

I. Any other establishment required to remain closed by applicable Executive Order of the Governor.

Section 3. Facial Coverings.

The following facial covering requirements shall apply for all establishments, including all establishments providing essential services, essential businesses, or amenities permitted to operate in Broward County. Social distancing requirements must be maintained whenever possible even when facial coverings are worn; facial coverings are in addition to, and not a substitute for, appropriate social distancing. The facial covering requirements of Emergency Order 20-07 are hereby amended and replaced in their entirety with the following.

A. Persons for whom Facial Coverings are Required. Except as stated in Section 3.B immediately below, facial coverings must be worn by the following persons:

- 1) All persons in an establishment of any type that is permitted to operate under any Executive Order of the Governor or any Broward County Emergency Order, during in-person interactions with the public;
- 2) Members of the public when obtaining any good or service or otherwise visiting any business or establishment, including entering, exiting, and otherwise moving around within the establishment;

3) Any worker involved in the preparation of food is required to wear a facial covering regardless of whether they are conducting in-person interactions with the public, unless doing so would pose a hazard or health issue;

4) To the extent expressly required by any Executive Order of the Governor or any Broward County Emergency Order, which may include additional facial covering requirements for specific activities.

B. Persons for whom Facial Coverings are Not Required. The following persons are not required to wear facial coverings:

1) Children under the age of two (2) should not wear a facial covering, and any child while under the custody of a licensed childcare facility, including daycare centers, is not required to wear a facial covering;

2) Persons who have difficulty breathing or a medical condition that otherwise makes the wearing of a facial covering unsafe;

3) Persons receiving goods or services from a business or establishment for the shortest practical period of time during which the receipt of such goods or services necessarily precludes the wearing of a facial covering (such as eating or receiving a facial grooming);

4) Public safety, fire, and other life safety personnel, as their personal protective equipment requirements will be governed by their respective agencies;

5) Any worker involved in the preparation of food only if doing so would pose a hazard or health issue;

6) Persons for whom wearing a facial covering is subject to a religious objection; and

7) Persons subject to an express exception in an applicable Executive Order of the Governor or a Broward County Emergency Order, solely while engaging in the expressly excepted activity.

C. Facial Covering Guidelines. Facial coverings should cover the nose and mouth and comply with the CDC recommendations on selection, use, and sanitation of such coverings, which may be found at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Facial coverings and other disposable personal protective equipment such as masks and gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited. As stated above, facial coverings requirements are in addition to, and not in place of, any social distancing requirements imposed by any applicable orders. The provisions of this Emergency Order shall serve as minimum standards, which must be adopted by all establishments as a condition precedent to operating.

Section 4. Applicability; Severability.

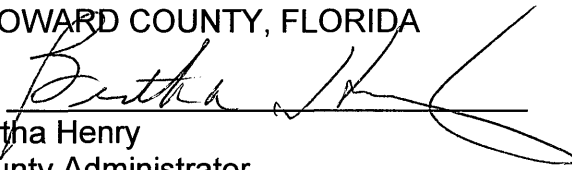
This Emergency Order supersedes and replaces any contrary provision in any prior Broward County Emergency Order. Except as superseded, all Broward County Emergency Orders remain in full force and effect. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but 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.

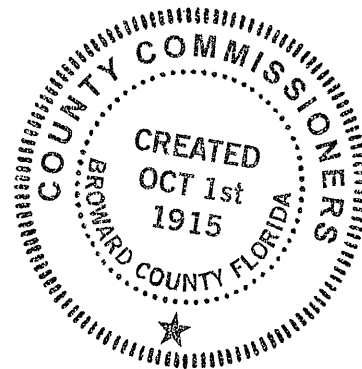
Section 5. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Friday, May 22, 2020. 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 21st day of May, 2020, at 9:45 a.m./p.m.



Index of Attachments

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- Attachment 9: Boating and Marine Activities Requirements
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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/social-distancing.html> (referred to as the “CDC Guidelines”) and all additional requirements stated in this Emergency Order.
2. Establish and continue communication with local and State authorities to determine current mitigation measures in your community.
3. 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 can be reconfigured by installing physical barriers or implementing other measures that allow for social distancing.
4. To the extent possible, implement flexible sick leave policies and reiterate existing sick time and paid time off policies to discourage employees from coming to work if they feel ill.
5. 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.
6. 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 (<https://www.osha.gov/Publications/OSHA3990.pdf>).
7. Develop or update your employee contact system (e.g. phone tree, social media, texting) so you have a way to quickly reach all staff if there is a workplace COVID-19 exposure.
8. 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. Social distancing of six feet should be practiced to the maximum extent possible, even when facial coverings are worn.
9. Require customers, clients, and other visitors to the business to wear facial coverings in accordance with Broward County Emergency Order 20-12.
10. Limit the number of employees simultaneously using employee common areas.

11. Deep clean the establishment at least once every twenty-four hours.
12. Provide hand-sanitizing stations or supplies throughout the workplace.
13. Establishments that utilize shopping carts or baskets must establish and implement sanitation protocols to disinfect these items prior to each new customer use.
14. 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.
15. Communicate clearly all plans and policies you develop regarding PPE, social distancing, and employee health monitoring to your staff, customers, vendors, partners, and other interested parties. Post CDC signage in public locations emphasizing measures to "Stop the Spread" and to exercise social responsibility. Take the time to answer any questions and concerns.
16. Establishments must display signs setting forth the rules and the establishment's expectation that all persons shall comply with those rules.
17. Social distancing requirements do not apply to members of the same household.

ATTACHMENT 2
RESTAURANTS AND FOOD ESTABLISHMENTS

Restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in Emergency Order 20-12 and this Attachment 2; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement; and (c) comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Emergency Order precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

All tables and chairs, whether indoor or outdoor, shall be at least six feet apart between parties (at their closest point); bar counters shall remain closed to seating. Patrons are prohibited from congregating at the bar counters or elsewhere. Parties shall be limited to no more than ten (10) persons. Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders. Social distancing requirements do not apply to members of the same household.

A. Operations Requirements.

1. Establishments shall comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment; total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment.

2. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

3. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

4. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

5. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

6. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

7. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone that their table or food is ready to avoid use of restaurant provided “buzzers.” Post signs to inform customers of food pickup protocols.

8. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

9. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; when a six-foot distance cannot be maintained, employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

10. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

11. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

12. Child or adult gaming and play spaces located in dining establishments shall remain closed.

13. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

14. Buffets and salad bars are to remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County Emergency Order 20-12. This includes the requirement that all staff who have direct customer contact must wear facial coverings when in direct contact with customers. All employees handling food must wear facial coverings consistent with Broward County Emergency Order 20-12. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.

4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.

5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.

6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.

7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have

met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.

8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.

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

ATTACHMENT 3
RETAIL ESTABLISHMENTS

A. Capacity Requirements.

1. Limit the number of customers inside a store at a given time, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the store's maximum occupancy. To the extent any such establishment is subject to any other capacity or operational limitation by any state or local government authority, the establishment must comply with the more stringent or restrictive limitation. Retail establishments that were permitted to operate as essential services or essential businesses under the Governor's Executive Order 20-91 are not subject to the fifty percent (50%) maximum occupancy limitation stated in this section.

2. Food courts, restaurants, and other food establishments in shopping malls shall reconfigure to limit seating to at least 6 feet between separate groups (at the closest point) to allow for proper social distancing. Food courts, restaurants, and other food establishments in shopping malls must also comply with the requirements in **Attachment 2**.

3. Social distancing requirements do not apply to members of the same household.

B. Operations Requirements.

1. Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers.

2. Social distancing reminders to customers are required, including but not limited to social distancing "reminder" signs, personal stickers, floor decals, and audio or audible announcements. Signs shall be conspicuously posted.

3. Establish one-way aisles and traffic patterns for social distancing.

4. Encourage curbside, online, or call-in pickup and delivery service options to minimize contact and maintain social distancing.

C. Sanitation and Safety Requirements.

1. Prohibit or limit the use of changing rooms while ensuring proper sanitation and compliance with social distancing protocols.

2. Establish procedures for safe exchange and returns of goods and materials.

3. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
4. When possible and appropriate, use plastic shields or barriers between customers and clerks at service counters and clean them (the shields and service counters) frequently.
5. Prohibit the use of reusable bags (reusable bags may carry COVID-19).

ATTACHMENT 4 PERSONAL SERVICES

Businesses and establishments providing personal services by licensed professionals, such as barbershops, cosmetology salons, and cosmetology specialty salons, may operate provided all such operations:

- (a) are consistent with Emergency Order 20-12 and the guidelines stated herein;
- (b) are consistent with the Frequently Asked Questions issued by the Florida Department of Business & Professional Regulation located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20FAQs%20re%20Executive%20Order%2020-120.pdf>; and
- (c) comply with the Information for Barbershops, Cosmetology Salons, and Cosmetology Specialty Shops located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20-%20Information%20for%20Barbers-Cosmetology%20Reopening.pdf>.

A. Capacity Requirements.

- 1. Services shall be provided by appointment only.
- 2. Services shall be scheduled with at least 15 minutes between appointments to allow time for proper disinfecting of the area.
- 3. Customers waiting for appointment should be encouraged to wait outside and practice social distancing. Social distancing requirements do not apply to members of the same household.

B. Sanitation and Safety Requirements.

- 1. If there are partitions or walls that are solid (such as plexiglass, metal, or other solid non-fabric material) between each chair/workstation, then each chair/workstation can be used at any given time. Partitions must be thoroughly sanitized between each customer.
- 2. If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation, or otherwise arrange seating, such that there is at least 6 feet separation between chairs/workstations to achieve social distancing.
- 3. Personal service employees must wear facial coverings. Customers or clients must wear facial coverings to the full extent practicable for the service required.

4. Personal service employees must wash their hands immediately before performing a service and must wash their hands before performing a service for the next customer or client.
5. Businesses must remove all books, magazines, and any shared material for customers.
6. Ensure thorough workstation and equipment disinfection after each customer (i.e. sanitize all equipment, instruments, capes, smocks, linens, chairs and work area); alternatively, utilize single-use or disposable items.
7. Implement enhanced sanitation of commonly touched surfaces and equipment as frequently as necessary using CDC recommended sanitizers and disinfecting protocols.
8. Discard any single-use or disposable tools (e.g., files, buffers, neck strips) immediately after use on a single customer.
9. Encourage touchless payment methods where possible.
10. Hand sanitizers must be placed at the entrance, and customers must be informed that they must sanitize their hands upon entering.
11. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
12. Daily deep cleaning and sanitation to be completed frequently for high-touch areas. Areas such as salon chairs, manicure UV machines, nail drying stations, etc. are to be cleaned after each client use.
13. Use appropriate temperatures for washers and dryers to ensure thorough sanitation of towels, linens, capes, smocks, etc.

ATTACHMENT 5
MOVIE THEATERS

Only existing licensed outdoor drive-in movie theaters may operate. Indoor movie theaters shall remain closed.

A. Capacity Requirements.

1. Automobiles shall be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement.
2. Restrooms must not exceed 50% capacity and shall be staffed by dedicated sanitation personnel at all times when open.
3. Persons shall remain in their vehicles except for the sole purpose of utilizing the restroom facility.

B. Sanitation and Safety Requirements.

1. Food service areas will be closed, and food and beverage sales are prohibited.
2. Touch free payment options for entry are encouraged.
3. All staff shall use PPEs including, but not limited to, gloves and masks at all times.
4. Additional hand sanitizing stations shall be provided.

ATTACHMENT 6
COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS
IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to be opened if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular housing development is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. Maximum 50% occupancy. Social distancing requirements do not apply to members of the same household.
2. Community rooms, fitness centers, and gyms shall be limited to residents of the housing development only. No guests shall be allowed.
3. Exercise machines, equipment and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables. Social distancing guidelines provided by the CDC shall be adhered to at all times.
4. No gatherings or multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who do not reside in the same household.

B. Sanitation and Safety Requirements.

1. Before reopening, the community room, fitness center, or gym (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized. After opening, community rooms, fitness centers, and gyms must be deep cleaned daily.
2. Housing developments shall provide disinfecting wipes, and residents shall be required to wipe down each machine they used after each use.
3. Hand sanitizer shall be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym and prior to utilizing each piece of equipment.

C. Gym and Fitness Center Amenities.

1. Hot tubs, saunas, steam rooms, and shower facilities shall remain closed.

ATTACHMENT 7 MUSEUMS

A. Capacity Requirements.

1. Operate at a capacity of no more than twenty-five percent (25%) occupancy (if an interior portion of the museum has a separate capacity restriction, then that interior portion is also subject to a limitation of not more than twenty-five percent (25%) of the maximum capacity of that interior portion). Social distancing requirements do not apply to members of the same household.

2. Determine what exhibitions and events to have or postpone based on space and group capacity management and scale in phases.

3. On-site food establishments must operate in accordance with **Attachment 2**.

4. Gift shops and other on-site retail capacity shall be limited to 50% maximum occupancy (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less) and operate in accordance with **Attachment 3**.

B. Sanitation and Safety Requirements.

1. Encourage advance mobile ticketing and use touchless payment options, where available, throughout the museum.

2. Offer special hours for visitors with potential health vulnerabilities, members, corporate members, and donors.

3. Reduce staff/visitor contact points and consider clear protective dividers for front-line workstations.

4. Eliminate moveable elements and other hands-on activities that may transmit germs (e.g., manipulatives and props, sensory materials, refer to the American Alliance of Museums guidelines <https://www.aam-us.org/wp-content/uploads/2020/04/Considerations-for-Museum-Reopenings-5.4.2020.pdf>).

5. Prohibit use of interactive functions or exhibits including child play areas.

6. Redesign and restrict exhibition floorplans to comply with social distancing.

7. Use floor decals to help visitors differentiate spaces and signage to regulate capacity per area.

8. Facility rentals are prohibited at this time.

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. 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.

Except as expressly provided below, Parks in Broward County shall be used only for passive use, such as walking, hiking, biking, jogging, personal boat launching, mountain biking, disc golf, fishing, and horseback riding, as applicable and otherwise permitted in such parks. Such activities shall be done in compliance with the guidelines set forth herein. Conducting any such activities in a way that deviates from said guidelines is prohibited.

Notwithstanding the foregoing, 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.

Operating Requirements

1. Passive use does not include any use that requires use of park buildings or park equipment, except limited use of bathroom facilities open to the public is permitted.
2. No groups of more than ten (10) people shall congregate in any area of any park within Broward County, and a minimum of fifty (50) feet shall be maintained between all groups of up to 10 people. All playgrounds, campgrounds, pools, outdoor exercise equipment, and other exercise courts (except as provided below) shall remain closed to the public.
3. Use of tennis courts and pickle ball courts shall be limited to a maximum of two people on the court at any one time (i.e., singles play only), and disc golf courses limited to singles 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 one person on the court at any one time.

4. Broward County's mountain bike trail at Markham Park will be limited to current passholders and will exclude lessons.

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

6. Facial coverings must be worn at all times to the extent required by applicable Broward County Emergency Orders if CDC social distancing cannot be maintained.

7. 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 (6) feet should be maintained between persons when passing.

8. Marinas, boat docks, ramps, and other launching venues in Parks in Broward County may operate consistent with **Attachment 9**.

ATTACHMENT 9
BOATING AND MARINE ACTIVITIES REQUIREMENTS

A. Marinas, Boat Docks, Ramps, and Other Launching Venues.

1. Only one boat per launch ramp at a time is permitted.
2. Municipalities shall set the times during each day that boat ramps may be open. If no such times are set by the applicable municipality, then ramps may operate from 6 a.m. – 7 p.m. daily.
3. No gathering of more than 10 people is permitted at any time including during boat launch, during on-water time, and when removing the boat from the water, subject to further restrictions as provided below.
4. In accordance with CDC Guidelines, in addition to practicing social distancing, launching venue staff, as well as customers, shall utilize personal protective equipment including, but not limited to, facial coverings and gloves in connection with use of marinas, boat docks, ramps, and other launching venues, in accordance with Broward County Emergency Order 20-12.

B. On-Water Activity.

1. Boats must remain at least fifty (50) feet apart at all times.
2. Rafting up of boats, which includes but is not limited to the roping or tying together of boats or vessels, is prohibited.
3. Beaching, landing, or anchoring of vessels on sandbars, islands, or open shorelines is prohibited.
4. Maximum Persons Based on Capacity of Boats:
 - a. Boats 25' or less: 4 adult passengers maximum (plus children 17 and under). Maximum of 6 people on the boat.
 - b. Boats 26' – 36': 6 adult passengers maximum (plus children 17 and under). Maximum of 8 people on the boat.
 - c. Boats 37' – 60': 8 adult passengers maximum (plus children 17 and under). Maximum of 10 people on the boat.

- d. Boats over 60': 10 passengers maximum, inclusive of adults and children, but not including crew members.

C. Fishing Piers and Fish Cleaning Stations.

1. Social distancing of a minimum of ten (10) feet between persons must be maintained.
2. One person per fish cleaning station at a time. Proper cleaning and sanitation processes must always be followed.

D. Rental of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards.

1. Rental of jet skis, boats, canoes, kayaks, and paddle boards may resume operations provided that CDC Guidelines, including all social distancing and sanitation guidelines, are adhered to. In addition, the following restrictions shall apply:
 - a. Jet ski rental operations shall be limited to single riders only, except that multi-person use is permitted on jet skis with capacity for multiple riders if the riders all reside in the same household.
 - b. Boat rentals companies shall adhere to the same guidelines applicable to all boating activities set forth in this Order, including this attachment.
 - c. Canoes/kayaks/paddle boards shall be limited to single person use or two-person use (two-person use is permitted only if all persons reside in the same household).

E. Charter Vessels.

In addition to the capacity requirements in Section B, charter vessels must comply with the following:

1. Captain, crew members, and patrons must wear facial coverings on shore and on the vessel whenever social distancing requirements cannot be maintained.
2. Six-Pack vessels must be limited to no more than four (4) guests per vessel and must comply with all CDC Guidelines.
3. Drift fishing vessels must provide for and ensure social distancing, including delineating safe social distancing position by measures, including, but not limited to, installing tape or markings for patrons on seats, vessel railings, and the deck. Each person fishing shall have his or her own fishing pole(s), tackle, and other equipment. Equipment sharing or rental is prohibited.

4. CDC cleanliness guidelines must be posted in restrooms and/or heads. Restrooms must be sanitized and disinfected at least hourly, after each trip, and more frequently as needed. Adequate water, soap, and hand sanitizer must be provided for patrons.

5. Fish cleaning and bait table stations must be limited to one person per station at a time. Fish cleaning and bait table stations must be cleaned and disinfected between each charter.

6. If crew members are filleting, or otherwise handling, fish caught by a patron, only one person may use the fish cleaning table at a time.

F. Public Restrooms and Ship Stores

1. Access to public restrooms may be available. Safe protocol in accordance with CDC Guidelines must be followed.

2. Those entering or working at ship (bait & tackle) stores must maintain social distancing and wear a facial covering, in accordance with Broward County Emergency Order 20-12.

ATTACHMENT 10
GOLF COURSE LIMITED REOPENING REQUIREMENTS

A. On-Course Facility

1. Players will be responsible for bringing their golf equipment to a designated area. No clubs or other equipment will be transported by golf course staff, unless required by the ADA.
2. Designated signage must be placed outside the pro shop and clubhouse outlining the required social distancing guidelines and facial covering guidelines. All clubhouse facilities other than restrooms shall remain closed.
3. Designated signage must be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
4. All CDC Guidelines must be followed, including not exceeding any gathering limits as established by local or state authorities.
5. No indoor events will be conducted.
6. Pro shops may operate consistent with **Attachment 3** of this Emergency Order. Staff must wear face coverings when interacting with the public, in accordance with Broward County Emergency Order 20-12.
7. No locker room usage and no bag storage usage shall be permitted.
8. Hand sanitizer and/or disinfectant wipes shall be provided in all bathrooms and payment areas.
9. Bathrooms must have disinfectant wipes for golfers to wipe down everything they touched before exiting.
10. Golf courses must encourage only one person in each bathroom at any time.
11. Each rental cart and any rental equipment must be cleaned and disinfected prior to each player's use by facility staff, and disinfectant wipes must be provided to each cart user prior to their rental.
12. All sand containers, scorecards, pencils, tees, towels, coolers, and other shared materials must be removed from golf carts after each use.
13. All bathrooms and touch-point areas must be disinfected regularly.

14. Driving range hitting areas must be spaced so that all golfers are at least ten (10) feet apart.

15. Scorecard, pencils, and tees must only be issued to individuals when requested from the starter, and must be properly discarded after use.

B. Golf Course Preparation

1. Cup Modifications: A noodle or other blocking mechanism must be used to fill the hole, or the cup must be raised an inch above ground to prevent the ball from going in the hole to prevent flagpole touching. Alternatively, an E-Z lift touchless golf ball retrieval system or similar touchless system may be used.

2. Rakes in all bunkers must be removed.

3. All water stations must be removed or locked down.

4. All ball wash units must be removed or locked down.

5. All practice facility bag stands, chairs, and PVC pipes for picking up balls must be removed.

6. All range balls must be cleaned with water and soap after every pick-up prior to making them available for use by the next golfer.

C. Playing

1. Players must not touch or remove the flagstick from the cups at any time (any putts that hit the cup or noodle will be considered holed).

2. All players must stay at least six (6) feet apart at all times, and a course ranger or other staff member must monitor player compliance on the course.

3. There must be no more than one player per cart, unless they reside in the same household.

4. Walkers must adhere to social distancing requirements.

5. All golfers must leave the golf course immediately after playing to eliminate congestion and must avoid gathering on the property or in the parking lot.

D. Food and Beverage

1. Restaurants can operate consistent with **Attachment 2** of this Emergency Order.

2. Beverage Carts on the Golf Course: Beverage cart staff must wear facial coverings and gloves during in-person interactions with the public. Signage must be placed on beverage carts stating that players are not allowed to touch anything on the beverage cart. Only a cart attendant may distribute items from the cart. The beverage cart attendant must comply with social distancing requirements, as much as possible.

3. Players must be encouraged to pay with a credit card, and cart attendants must wipe down the credit card machine after each use.

E. Golf Course Staff

1. Staff must be trained on proper hygiene, sanitation, and food handling. COVID-19 prevention and control procedures must be emphasized during training.

2. Facial coverings and gloves shall be worn during in-person interactions with the public, in accordance with Broward County Emergency Order 20-12.

ATTACHMENT 11
POOL DECKS, POOLS, AND OTHER RESIDENTIAL
RECREATIONAL AMENITIES IN HOUSING DEVELOPMENTS

Pool decks or pools in multifamily housing developments, condominium developments, condominium hotels, or single-family homeowner associations (collectively, "housing developments") may operate, subject to the following requirements:

1. Such pools and pool decks are used only by current residents of the housing development;
2. Six (6) foot social distancing CDC guidelines are adhered to;
3. Pool deck and pool occupancy are limited to no greater than 50% capacity; and
4. Either:
 - a. the use of the pool deck and pool are supervised by a sufficient number of employees or other person(s) designated by the housing development during the hours in which they are used to ensure compliance with the requirements of this section, and employees or other designees of the housing development sanitize the facility's pool chairs, railings, gates, tables, showers, and other equipment at the pool and pool deck on a regular basis; or
 - b. all furnishings are removed from the pool deck.

Except as otherwise expressly allowed by any applicable Broward County Emergency Order, any use of these pool decks or pool areas that deviate from the CDC Guidelines or these requirements remain prohibited.

ATTACHMENT 12
PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS

Pools and pool decks located within private clubs (such as YMCAs, yacht clubs, etc.), and including county or municipal pools, but excluding pools that are part of a commercial fitness facility, may operate as follows:

A. Capacity Requirements.

1. All seating and tables around any pool shall be set up with social distancing of at least 6 feet between groups at their closest point. Social distancing requirements do not apply to members of the same household.
2. Pool and pool deck occupancy is limited to no greater than 50% maximum occupancy.
3. No groups larger than 10 people.
4. The use of the pool and pool deck are to be supervised by a sufficient number of employees or other person(s) designated by the operator of the facility to ensure compliance with the requirements of this attachment, and either (i) employees or other designees of the establishment shall sanitize the facility's chairs, railings, gates, tables, showers, and other equipment, or (ii) all furnishings must be removed from the pool deck.
5. Private club pools are limited to use by their members only. No guests shall be allowed.

B. Sanitation and Safety Requirements.

1. Employees or other designees of the operator of the facility shall supervise the pool during operating hours to ensure compliance with this attachment and shall also ensure the facility's pool chairs, railings, gates, tables, showers, and other pool and pool deck equipment are sanitized on a regular basis and, at a minimum, between users.
2. The pools and operation thereof shall meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code § 64E-9.004 for disinfectant protocol.
3. Employees working in pool houses, locker rooms, or in similar areas in close proximity to pools or pool decks shall wear facial coverings during in-person interactions with the public in accordance with Broward County Emergency Order 20-12.

C. Pool Amenities.

1. Hot tubs, saunas, steam rooms, and indoor showers shall remain closed. Indoor showers can remain open if they are the only shower available to rinse before entering the pool.

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-13**

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 March 30, 2020, Governor DeSantis issued Executive Order 20-89 ordering Broward, Palm Beach, and Monroe counties to “restrict public access” to all businesses deemed non-essential pursuant to the guidelines published by Miami-Dade County in its Emergency Order 07-20, as modified by amendments prior to March 30, 2020 (collectively, the “Miami-Dade Emergency Order 07-20”);

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, ordering all persons in Florida to limit their movements and personal interactions outside their homes to only those necessary to obtain or provide essential services or conduct essential activities;

WHEREAS, on April 9, 2020, I issued Broward County Emergency Order 20-06, as required by the Governor’s Executive Order 20-89, restricting public access to businesses and facilities deemed nonessential pursuant to the guidelines established by Miami-Dade Emergency Order 07-20;

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 and services;

WHEREAS, the current trend supports additional steps in the measured reopening of Broward County to include beaches, commercial gyms and fitness centers, and hotels and other commercial lodging,

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. Beaches in Broward County.

All beaches in Broward County are permitted to open as of the effective date of this Emergency Order. All persons utilizing the beaches in Broward must comply with the

requirements of **Attachment 1** hereto. Failure to comply with the requirements of Attachment 1 may result in penalties (civil or criminal) for violators and require beaches in Broward County be re-closed.

Section 2. Additional Businesses/Services Permitted to Operate.

Emergency Order 20-12 is amended at Section 1.B to add new Sections 1.B.xiii and 1.B.xiv to include the following additional categories of establishments permitted to open in Broward County subject to compliance with the other requirements of Emergency Order 20-12 including the applicable attachment:

xiii. Hotels, Motels, and Commercial Lodging Establishments: **Attachment 13**;

xiv. Commercial Gyms and Fitness Centers: **Attachment 14**.

Broward County Emergency Order 20-12 is further amended to incorporate Attachments 13 and 14 hereto and to delete Section 2.D (hotels, motels, and commercial lodging establishments) and Section 2.H (commercial gyms and fitness centers). Pools that are located in hotels, motels, and commercial lodging establishments and pools in commercial gyms, or fitness centers must comply with the guidelines stated in **Attachment 12** to Emergency Order 20-12.

Section 3. Other Amendments to Emergency Order 20-12

Emergency Order 20-12 is further amended as set forth in this section, with bold underlined text to indicate additions and strikethrough text to indicate deletions.

Section 2.C is amended as follows: "C. Vacation rentals, except as authorized by the Governor's Executive Order 20-87."

A new Section 2.J is added as follows: "**J. Pari-mutuel Facilities (as defined by Florida Statutes Section 550.002(23)), except for when the establishment is being**

utilized for a use expressly permitted under a Broward County Emergency Order or by a professional sports team to conduct or host a training, competition, event, or game in accordance with the Governor's Executive Order 20-123."

Attachment 6, at Section A.2, is amended as follows: "Community rooms, fitness centers, and gyms shall be limited to residents of the housing development **and their families (if authorized by the housing development, which may impose more stringent restrictions)** only. No **other** guests shall be allowed."

Attachment 11, at Number 1, is amended as follows: "Such pools and pool decks are used only by current residents of the housing development **and their families (if authorized by the housing development, which may impose more stringent restrictions)**. **No other guests shall be allowed.**"

Attachment 12, at Section A.5, is amended as follows: "**All pools subject to this attachment** ~~Private club pools~~ are limited to use by their members **and authorized users** only. ~~No guests shall be allowed.~~"

Section 4. 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 5. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Tuesday, May 26, 2020, with the exception of Section 3 solely as to the amendment to add a new Section 2.J of Emergency Order 20-12, 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
Bertha Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 27th day of May, 2020, at 6:01 ~~am~~/p.m.

ATTACHMENT 1
BEACHES IN BROWARD COUNTY LIMITED REOPENING GUIDELINES

All beaches in Broward County may reopen for limited ocean activities (such as surfing, swimming, kayaking, paddle boarding, body surfing) as well as limited active recreation and exercise (such as walking, running, biking).

A. Beach Restrictions.

1. Beach hours shall be limited to between sunrise and sunset.
2. No picnicking, sunbathing, sitting, or lying on the beach.
3. No umbrellas, canopies, chairs, loungers, or coolers allowed.
4. No group or organized sports including, but not limited to, volleyball, soccer, or football.
5. No group gathering or events of more than ten (10) individuals.
6. Individuals must maintain a minimum six feet (6') of physical distance from others at all times, except between members of the same household or group.
7. 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.

ATTACHMENT 13
HOTELS, MOTELS, AND COMMERCIAL LODGING ESTABLISHMENTS

For the safe reopening of lodging and accommodations, it is important that employers and employees respect the myriad of protective measures to ensure the comfort and safety of guests and staff.

A. Operations Requirements

1. All establishments must comply with the applicable attachments to Emergency Order 20-12, as it relates to the specific uses within the hotel, motel, or other commercial lodging establishment.

2. Ballrooms and other function spaces must remain closed.

3. Guests must wear facial coverings in check-in areas, elevators, and all other common spaces, but not in rented rooms. The facial covering requirements applicable to the specific use areas (such as restaurants and fitness centers) shall be required in the specific use areas.

4. Establishments must impose capacity limits for common areas to adhere to the 6 feet social distancing requirements.

5. Maintain records of guest registration, staff work assignments, and facility usage for a minimum of 90 days to enable contact tracing. This includes maintaining guest registration records, employee work assignments, documentation of key control procedures including the electronic lock records, and security camera closed circuit tapes/files.

6. Create a page on your website or blog that outlines what you are doing to clean, sanitize and disinfect, and otherwise keep guests safe.

B. Check-in/Check-out

1. Areas in front of the reception desk must be marked to ensure guests maintain physical distancing while waiting.

2. Social distancing requirements must be posted at all elevator access points. Areas in front of the first-floor elevator access points must be marked to ensure guests maintain physical distancing while waiting.

3. The number of guests on elevators must be limited to maintain social distancing requirements, unless all of the users are from the same household.

4. Hand sanitizer must be available to guests at the front desk.

5. When possible, guests should check-in and check-out online. When possible, email guest checkout forms to avoid contact via paper forms.

6. Consider providing an “amenities bag” with hand sanitizer, masks, and/or gloves, and a fact sheet with COVID-19 awareness information for your establishment at

check-in. All establishments must provide local COVID-19 guidance for guests. Broward County has a dedicated webpage that includes local information at broward.org/coronavirus. If the establishment is pet friendly, CDC guidance must be provided to guests regarding COVID-19 and animals.

7. Consider installing physical barriers such as plexiglass at customer interface points such as the front desk and valet stand.

8. Clearly designated entrances and exits should be used to maintain social distancing, if possible.

C. Food Services

1. Dine-in restaurants must operate consistent with Emergency Order 20-12, **Attachment 2**.

2. Room service: Employees delivering and collecting items served to a room must wear gloves and masks. Food delivery to rooms must be done in a contactless method (such as room service to guests' doors).

3. Encourage guests to utilize pick-up for restaurant orders.

D. Amenities

1. Gyms and Fitness Centers

a) If a gym or fitness center cannot comply with the requirements of **Attachment 14** to this Emergency Order, gyms and fitness centers must remain closed.

b) Any operating gym or fitness center must adhere to the rules outlined in **Attachment 14** to this Emergency Order.

2. Pools

a) All pools that cannot comply with the requirements of **Attachment 12** to Emergency Order 20-12 must remain closed.

b) Any operating pool must adhere to the requirements of Emergency Order 20-12, **Attachment 12**.

3. Beachfronts

a) All beachfront establishments must comply with **Attachment 1** of this Emergency Order.

4. Other Outdoor Recreation

a) All outdoor recreation areas on hotel property are permitted to operate only in accordance with the applicable portions of Emergency Order 20-12 (for example, boating and marine activities

must comply with Attachment 9, golf courses must comply with Attachment 10, and so forth).

5. Personal Care Services

- a) Any spa or salon services must comply with the requirements of Emergency Order 20-12, **Attachment 4**.

6. Bellhop and Valet Service

- a) Bellhop staff and Valets must wear single use gloves and a facial covering while performing the requested service and must sanitize their hands before and after performing the requested service.
- b) Valet parking should be restricted only to guests with placards or plates for disabled parking or who otherwise need assistance.
- c) Luggage should be delivered either before or after guests arrive to their room and avoid traveling with guests to their rooms.

7. Courtesy Shuttles

- a) Courtesy shuttles must sanitize high-touch points of the shuttle after each trip, deep clean the vehicle on a daily basis, and ensure compliance with physical distancing requirements by limiting capacity of the vehicle consistent with the CDC Guidelines. People in the same household are not required to comply with the social distancing requirements.
- b) All persons within the courtesy shuttle must wear a facial covering.

8. Laundry Service

- a) Laundry must be washed in accordance with CDC guidelines (<https://www.cdc.gov/infectioncontrol/guidelines/environmental/background/laundry.html>).
- b) Dirty linens must be bagged in guest rooms to eliminate unnecessary contact.

9. Business Centers

- a) Business center capacity must be limited to 50% maximum occupancy.
- b) All persons in business centers must wear a facial covering.
- c) Sanitizing wipes must be made available to guests to sanitize technology, equipment, office supplies, and workspaces prior to their use.
- d) This area must be cleaned as frequently as other public spaces and communal areas.

- e) A staff member must monitor the business center to ensure compliance with these requirements.
- f) Technology and other machines must be appropriately spaced to allow for at least 6 feet of social distancing.
- g) There should be separate places designated for clean and for used writing utensils.

E. Sanitation and Safety Requirements

1. Public Spaces and Communal Areas

- a) All Department of Business and Professional Regulation (DBPR) sanitation guidelines must be followed, including Florida Administrative Code Section 61C-3.001, Sanitation and Safety Requirements.
- b) High-touch front services spaces and equipment, including keys, property management systems, bell desks, luggage storerooms, luggage belts, bell carts, etc., must be sanitized frequently and no less than hourly.
- c) HVAC air filters should be cleaned or replaced monthly to maximize clean air.
- d) Sanitation and safety efforts should comply with Emergency Order 20-12, **Attachment 1**.

2. Guest Rooms

- a) Guest rooms must be deep cleaned after guest check-out in accordance with the CDC-recommended cleaning procedures <https://cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.
- b) Staff must wear facial coverings and gloves when cleaning.
- c) After a room has been cleaned, guest rooms may not be entered by any person until the next guest arrives.
- d) A tent card that explains the heightened cleaning procedures must be placed in every guest room, particularly related to high-touch areas, when possible.
- e) For the duration of the guest stay, guest room housekeeping must be limited or by-request.
- f) The number of amenity items provided in the guest room (e.g., coffee stations, extra pillows, pens, robes, single-serve beverages) should be limited. Consider providing these amenities on demand in order

to reduce the number of touch points and cleaning/sanitation demands of the room, when possible. Offer written services (e.g., magazines, guest service directory, mini bars) electronically on the guest room screen or send to guest mobile phone.

ATTACHMENT 14
COMMERCIAL GYMS AND FITNESS CENTERS

Commercial gyms and fitness centers, including, but not limited to, dance studios, martial arts studios, yoga studios, spinning studios, personal training services, and similar establishments, must comply with all applicable provisions of this Attachment 14.

Patrons must wear facial coverings except when physically working out and during the cool-down portion of their workout.

A. Occupancy and Access

1. Monitor building occupancy and restrict customer access to no more than fifty percent (50%) of the building's maximum occupancy.
2. Provide an exit from the facility separate from the entrance, when possible.

B. Sanitation and Safety Requirements

1. Make readily available dispensers of a disinfectant included on the EPA List N: Disinfectants for Use Against SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) and provide patrons with sufficient cleaning materials, including disposable wipes, at all entrances and at various locations throughout the facility. Hygiene signage must be prominently displayed at all entrances. All employees and patrons must be required to sanitize their hands:
 - a) Upon entering the facility (or before beginning their fitness activities if conducted outdoors);
 - b) After using each piece of equipment; and
 - c) Upon completing their fitness routine.
2. Social distancing markers should be placed in front of the reception/membership desk and all other appropriate areas.
3. Equipment stations must be appropriately distanced (at least ten feet between each piece of cardiovascular equipment or exercise station, except that spacing can be six feet if non-cloth protective barriers, such as plexiglass or panels, are placed between equipment/stations and are regularly sanitized).
4. Fitness classes must be restricted in number of attendees to ensure social distancing of at least ten feet between persons in all directions unless there are non-cloth protective barriers, such as plexiglass or panels, placed to separate each attendee. Markers must be placed to indicate the appropriate distance.

5. Aquatic programs must be limited as to class size to meet the ten foot distance requirement; in lap lanes, the ten-foot requirement is deemed met while swimming laps provided no more than one person is using a lane at any time. Lap lane sharing is prohibited.

6. Social distancing between persons engaged in any physical activity should be measured from head to head.

7. Disinfecting wipes must be available throughout the facility and patrons must sanitize each machine after use. Equipment must be allowed to fully dry before next use. Staff must monitor the floor and exercise area to sanitize any and all equipment if a patron fails to do so. Surfaces to be sanitized include but are not limited to:

- a) Hand grips on cardio equipment such as treadmills, bicycles, ellipticals;
- b) Hand grips on dumbbells, weight bars, and other strength-training systems;
- c) Pads/cushioned components such as fitness mats, bike seats, lifting benches, and other cushioned components of strength training machines;
- d) Fitness balls, rope handles, and other fitness accessories;
- e) Touch screens on exercise equipment; and
- f) All seating, counters, weights, weight bars, mats, machines, and all other fitness equipment upon closing the facility each day.

8. Ensure that all products used to sanitize have adequate time to dry, which drying time is essential to ensuring the safety of workers and patrons.

9. Remove any unnecessary chairs, tables, or other furniture and all magazines and similar shared items.

10. Discontinue providing heart monitors, mats, blocks, bolsters, or similar equipment to customers.

11. During daily operation, routinely clean and disinfect surfaces, particularly high-touch surfaces such as faucets, toilets, doorknobs, light switches, and all furniture/equipment that is in use.

12. Restrooms must be sanitized no less frequently than hourly. Soap must be readily available for patrons.

13. Deep clean the facility at least once every twenty-four (24) hours.

C. Operational Requirements

1. Patrons must have their temperature taken upon entrance, including any children exercising or entering a child-care program. Any patron with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 must be denied entry to the facility.
2. Employees must wear facial coverings, and have temperature checked prior to commencing work each day. Any employee with a temperature above 100.1 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
3. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, social distancing, and requirements for patrons to sanitize equipment after use, must be conspicuously posted.
4. Keep doors open between separate fitness areas or rooms of the facility to reduce surface touching by multiple people. Open windows where feasible to improve ventilation in the facility.
5. Remove all unnecessary, frequently touched items like magazines, newspapers, and service menus from customer waiting areas and locker rooms.
6. Shower facilities must be closed, except for showers at facilities with pools but only for use to shower prior to entering the pool.
7. Consider offering “senior hours” or designated times for elderly and high-risk groups to safely exercise.

Sec. 8-56. - Supplemental emergency powers.

- (a) When necessary to protect the health, safety, and welfare of the County's residents and visitors, upon declaration of local state of emergency issued by either the County Administrator pursuant to Section 8-53 of the Broward County Code of Ordinances, or the Mayor pursuant to Section 2.04.G. of the Broward County Charter, the County Administrator is authorized to:
 - (1) Impose a general curfew applicable to Broward County, in whole or in part, during hours the County Administrator deems necessary, and modify said curfew from time to time as the County Administrator deems appropriate;
 - (2) Direct the evacuation of any area(s) of Broward County in which individuals are deemed to be in imminent danger;
 - (3) Prohibit or limit gatherings of individuals within Broward County;
 - (4) Order any or all commercial or business locations or places of public accommodation to close and remain closed until further order; and
 - (5) Order individuals to shelter in place.
- (b) Violations.
 - (1) Violations of any order promulgated pursuant to this section shall be prosecuted in the same manner as misdemeanors are prosecuted pursuant to § 125.69, F.S., punishable by imprisonment in the county jail not to exceed sixty (60) days, a Five Hundred Dollar (\$500.00) fine, or both.
 - (2) The County may issue citations for violations of this section through its designated code inspectors. Such citations shall be enforced as provided in Section 8½ of the Broward County Code of Ordinances. A fine of One Thousand Dollars (\$1,000.00) per day per violation shall be imposed for any act found to be in violation of this section, except that a violation found to be a knowing violation and to be irreparable or irreversible in nature shall be subject to a fine of up to Fifteen Thousand Dollars (\$15,000.00) per violation.
 - (3) Nothing herein shall limit the County's right to seek injunctive and other equitable relief to ensure compliance with any order made pursuant to this part.
- (c) The County Administrator shall determine the scope and duration of any measure taken pursuant to this section, but in no event shall the scope and duration of any such measure exceed the duration of the applicable emergency declaration. In exercising the powers under this section, the County Administrator should, to the fullest extent practicable under the circumstances, coordinate and consult with federal, state, and local governmental entities, and no power under this section shall be exercised if it would frustrate the emergency response of any federal or state entity.
- (d) Any order made pursuant to this section shall be enforceable, including by injunction or other equitable relief, by municipalities countywide. The criminal penalties established under this section may be enforced by the Broward County Sheriff or municipal law enforcement, as applicable.

([Ord. No. 2020-15](#), § 2, 3-31-20)

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AUTHORIZING THE TOWN
MANAGER TO EXECUTE AN INTERLOCAL
AGREEMENT WITH BROWARD COUNTY (THE
“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.**

WHEREAS, in response to the Novel Coronavirus (“COVID-19”) and pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County (the “County”) Code of Ordinances, County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis’ Statewide reopening plan; and

WHEREAS, pursuant to Section 8-56 of the County Code of Ordinances, the County and Town of Lauderdale-By-the-Sea (the “Town”) are authorized to implement and enforce the provisions of Emergency Orders issued by the County including, but not limited to, Emergency Order Nos. 20-10, 20- 12, 20-13, and any subsequent Emergency Orders issued by the County (collectively, “Emergency Orders”); and

WHEREAS, the County and Town desires to provide for enforcement of the Emergency Orders and Section 8-56 of the County Code within the Town boundaries by the Town and for the County's reimbursement to the Town for said enforcement functions in accordance with the terms and conditions set forth in the Interlocal Agreement, attached as Exhibit "A," and

WHEREAS, pursuant to Section 163.01, the Town has deemed it to be in the best interest of the Town to execute the Interlocal Agreement with the County, in substantially the same form as attached Exhibit “A.”

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

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

SECTION 2. Town Manager Authorized. The Town Manager or designee is authorized to execute the Agreement, in substantially the same form as attached Exhibit “A.” The Town Manager or designee and Town Attorney may make any non-material changes to the Interlocal Agreement necessary to obtain execution of the Interlocal Agreement.

SECTION 3. Implementation. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the Interlocal Agreement.

SECTION 4. 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 5. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 30th day of June, 2020.

MAYOR CHRIS VINCENT

55 ATTEST:

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Tedra Allen, Town Clerk

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61 Approved as to form:

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Susan L. Trevarthen, Town Attorney

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Special Town Commission Meeting Agenda Item Report

Meeting Date: June 30, 2020

Submitted by: Susan Trevarthen

Submitting Department: Legal

Item Type: Discussion Item

Agenda Section: DISCUSSION ITEM

Subject Title:

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

Explanation: On December 19, 2018, the Town of Lauderdale-By-The-Sea ("Town") commenced an action against Florida Development Group (FDG South, LLC and FDG Central, LLC) ("FDG") to foreclose the Town's code enforcement liens on FDG's properties, styled as *Town of Lauderdale-By-The-Sea v. FDG South, et al*, Case No. CACE-18-029224 in Broward County Circuit Court ("Lawsuit"). The Town recently mediated the Lawsuit, and a proposed settlement agreement is presented for the Town Commission's review and approval this evening.

FDG bought several properties in the Town beginning in 2014. They purchased several hotel parcels that were ultimately redeveloped into the Plunge hotel at the north end of El Mar (which was referred to as FDG North) following the bankruptcy of the prior owner, an entity associated with Remo Polselli. They also purchased hotel parcels east of the Beachside Village Resort, for which they obtained an approved site plan which remains active. That property, referred to as FDG Central, is grassed and fenced currently. FDG South is comprised of the parcels that used to be the Holiday Inn and the Villa Caprice hotels. The Lawsuit originally involved both the FDG Central and FDG South properties, and now involves only the FDG South properties.

The FDG South properties are located at the south end of El Mar, as shown below:



Holiday Inn Properties

Villa Caprice Properties

Background

Shortly after its acquisition of the FDG South properties, FDG sought and, on November 18, 2014, obtained Town Commission approval of a mitigation of the approximately \$2.1 million in Town code enforcement liens on the FDG South properties at that time. The 2014 mitigation order required payment upfront of \$300,000, and required the Town to release the liens only if FDG met the benchmarks in the mitigation order for redevelopment. FDG failed to meet those benchmarks, so the liens remained in place. After \$72,745 was applied to the Town's administrative expenses in dealing with the FDG South properties to that date, the remaining money was applied to the balance due of the FDG South liens.

The prior owner of the FDG South properties, an entity associated with Remo Polselli, also owned a parcel adjacent to and north of the oceanfront portion of the FDG South properties ("Villa Caprice Properties"), so that the FDG South liens cross-attached by operation of statute to this parcel. Polselli sought to sell this parcel to a third party and, on April 10, 2018, the Town Commission approved a lien mitigation request and subsequently received payment of \$155,640. This amount represented 100% of the proportionate share of the overall liens accrued by Polselli's entity, as measured by the square footage of the parcel in relation to that of the remainder of the FDG South properties that had been owned by this entity.

Significant Developments After Filing of Lawsuit

Following the filing of the Lawsuit, FDG brought its FDG Central properties to the Town Commission for lien mitigation and, on January 22, 2019, received approval for and subsequently paid a lien mitigation of \$216,275. All FDG Central claims were therefore dismissed from the Lawsuit, and those liens were released while the FDG South liens remained in place.

In the spring of 2019, FDG brought the Villa Caprice Properties into compliance with the Town Code by demolishing the structures on and grassing and fencing the Villa Caprice Properties. FDG continued to preserve the structures on the western portion of the FDG South properties ("Holiday Inn Properties") to allow for potential redevelopment using the nonconforming rights to height under the Town Charter.

The Town and FDG engaged in discussions concerning resolution of the Lawsuit by means of a sale of the FDG South properties to Concord Wilshire for redevelopment relying on the nonconforming rights, and they agreed to stay the Lawsuit while that effort was underway. The stay of the Lawsuit expired on February 7, 2020, following the January 23 withdrawal of Concord Wilshire's effort to acquire and redevelop the property. FDG then answered the Complaint with regard to the FDG South properties and asserted affirmative defenses, and the parties commenced discovery.

Unsafe Structures

On February 28, 2020, the Town inspected the structures on the Holiday Inn Properties with the Town building official, fire marshal, and other relevant professionals, which resulted in a written report and determination that the structures were unsafe. The Town sought to initiate an action in the Broward County Unsafe Structures Board ("Board") for an order to demolish the structures on the Holiday Inn Properties but, due to the COVID-19 pandemic, the Board suspended operations. Upon the Town's request, the Board

ultimately resumed operations and the Town's case was scheduled for hearing on June 17, 2020, but the Town deferred the hearing to the July Board meeting to allow for the potential settlement of the Lawsuit. The potential settlement included a proposal for FDG's bonded commitment to demolish the structures and restore the Holiday Inn Properties in a manner similar to the Villa Caprice Properties.

Proposed Settlement

The Town Commission designated a Commission liaison for this Lawsuit at my request, and chose Commissioner Strauss. On June 9, 2020, Commissioner Strauss, my litigation partners and I engaged in a voluntary mediation of the Lawsuit with representatives of FDG South in an effort to resolve all of the issues, including the unsafe condition of the Holiday Inn Properties. We have negotiated a proposed settlement of the Lawsuit for consideration by the Town Commission.

The Settlement Agreement executed by FDG South and its exhibits are attached to the proposed Resolution. The key terms of the proposed settlement include the following:

1. FDG pays the Town \$1.65 million towards its code enforcement liens. The money will be in escrow locally prior to the Commission meeting and will be released to the Town no later than 3 business days following approval and execution of the Settlement Agreement by the Parties.
2. In exchange, the Town agrees to dismiss the foreclosure lawsuit at that same time, while the parties agree that the Court will retain jurisdiction over the settlement agreement and be available to hear any disputes regarding compliance. However, the liens will not be released and the code enforcement cases and the Unsafe Structures Board proceeding will not be dismissed until successful completion of the demolition and restoration of the FDG South properties.
3. FDG commits to demolish the structures and parking areas on the Holiday Inn Properties and to restore them in the same manner as the Villa Caprice Properties (grassed, with a white two-rail fence), with fence to be located on the property line, in accordance with the Schedule attached as an Exhibit to the Agreement. The Schedule projects completion of the demolition and restoration in December 2020. As long as FDG South proceeds in accordance with the Schedule, the demolition permit, and all applicable laws, the Town agrees to not to cite them for the condition of the properties during demolition and restoration.
4. FDG obtains and pays for a payment and performance bond assuring the successful completion of the demolition and posts money in escrow for the restoration. The bond gives the Town rights to step in and direct the Surety to proceed if FDG fails to perform, or to take over the project if the Surety fails to perform. Similarly, the Town has the right to draw on the escrowed money to complete the restoration of the Holiday Inn Properties if needed.
5. Upon successful completion of the demolition and restoration, the lien releases and the dismissal of the Unsafe Structures Board proceeding will be released from escrow and filed, and the remaining landscaping escrow will be returned to FDG.

Recommendation: The Town Attorney, Town Manager, and Commission liaison Commissioner Strauss all recommend approval of the Settlement Agreement, and believes it is in the best interests of the Town.

Attachments:

1. Resolution 2020-24
2. Settlement Agreement
3. Exhibits to Settlement Agreement

Exhibit 1

RESOLUTION 2020-24

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; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 19, 2018, the Town of Lauderdale-By-The-Sea (“Town”) commenced an action against Florida Development Group (FDG South, LLC and FDG Central, LLC) (“FDG”) to foreclose the Town’s code enforcement liens on FDG’s properties, styled as *Town of Lauderdale-By-The-Sea v. FDG South, et al*, Case No. CACE-18-029224 in Broward County Circuit Court (“Lawsuit”); and

WHEREAS, shortly after its acquisition of the FDG South properties, FDG sought and, on November 18, 2014, obtained Town Commission approval of a mitigation of the approximately \$2.1 million in Town code enforcement liens on the FDG South properties at that time; and

WHEREAS, the 2014 mitigation order required payment upfront of \$300,000, and required the Town to release the liens only if FDG met the benchmarks in the mitigation order for redevelopment; and

WHEREAS, FDG failed to meet those benchmarks so the liens remained in place and, after \$72,745 was applied to the Town’s administrative expenses in dealing with the FDG South properties to that date, the remaining money was applied to the balance due of the FDG South liens; and

WHEREAS, the prior owner of the FDG South properties, an entity associated with Remo Polsell, also owned a parcel adjacent to and north of the oceanfront portion of the FDG South properties (“Villa Caprice Properties”), so that the FDG South liens cross-attached by operation of

statute to this parcel; and

WHEREAS, Polselli sought to sell this parcel to a third party and, on April 10, 2018, the Town Commission approved a lien mitigation and subsequently received payment of \$155,640, an amount representing 100% of the proportionate share of the overall liens accrued by Polselli's entity, as measured by the square footage of the parcel in relation to that of the remainder of the FDG South properties that had been owned by this entity; and

WHEREAS, following the filing of the Lawsuit, FDG brought its FDG Central properties to the Town Commission for lien mitigation and, on January 22, 2019, received approval for and subsequently paid a lien mitigation of \$216,275; and

WHEREAS, all FDG Central claims were therefore dismissed from the Lawsuit, and those liens were released while the FDG South liens remained in place; and

WHEREAS, in the spring of 2019, FDG brought the Villa Caprice Properties into compliance with the Town Code by demolishing the structures on and grassing and fencing the Villa Caprice Properties; and

WHEREAS, FDG continued to preserve the structures on the western portion of the FDG South properties ("Holiday Inn Properties") to allow for potential redevelopment using the nonconforming rights to height under the Town Charter; and

WHEREAS, the Town and FDG engaged in discussions concerning resolution of the Lawsuit by means of a sale of the FDG South properties to Concord Wilshire for redevelopment relying on the nonconforming rights, and they agreed to stay the Lawsuit while that effort was underway; and

WHEREAS, the stay of the Lawsuit expired on February 7, 2020, following the January 23 withdrawal of Concord Wilshire's effort to acquire and redevelop the FDG South properties; and

56 **WHEREAS**, FDG then answered the Complaint with regard to the FDG South properties
57 and asserted affirmative defenses, and the parties commenced discovery; and

58 **WHEREAS**, on February 28, 2020, the Town inspected the structures on the Holiday Inn
59 Properties with the Town building official, fire marshal, and other relevant professionals, which
60 resulted in a written report and determination that the structures were unsafe; and

61 **WHEREAS**, the Town sought to initiate an action in the Broward County Unsafe
62 Structures Board (“Board”) for an order to demolish the structures on the Holiday Inn Properties
63 but, due to the COVID-19 pandemic, the Board suspended operations; and

64 **WHEREAS**, upon the Town’s request, the Board ultimately resumed operations and the
65 Town’s case (Case No: 20050001) was scheduled for hearing on June 17, 2020, but the Town
66 deferred the hearing to the July Board meeting to allow for the potential settlement of the Lawsuit,
67 including a proposal for FDG’s bonded commitment to demolish the structures and restore the
68 Holiday Inn Properties in a manner similar to the Villa Caprice Properties; and

69 **WHEREAS**, on June 9, 2020, the Parties engaged in a voluntary mediation of the Lawsuit
70 in an effort to resolve all of the issues between them, including the unsafe condition of the Holiday
71 Inn Properties, and have negotiated a proposed settlement of the Lawsuit for consideration by the
72 Town Commission; and

73 **WHEREAS**, the Parties now desire to make a full and final compromise and settlement of
74 any and all claims and counterclaims, and potential claims and counterclaims, and any and all other
75 matters in controversy, disputes, causes of action, claims, contentions and differences between
76 them without further judicial or administrative resolution and without any admission of liability to
77 each other in any way whatsoever with respect to any issues presented or capable of being
78 presented; and

79 **WHEREAS**, the Town Commission finds that the settlement of these litigation matters

is in the best interest of the Town and its residents.

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

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

SECTION 2. Settlement Agreement Approved. The Settlement Agreement, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Settlement Agreement, in substantially the same form as attached Exhibit “A.” The Town Manager or designee and Town Attorney may make any non-material changes to the Agreement necessary to obtain execution of the Agreement.

SECTION 4. Implementation. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the Agreement.

SECTION 5. Effective Date. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this 30th day of June, 2020.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of June __, 2020 (“Effective Date”) between FDG SOUTH, LLC, a Delaware limited liability company (“FDG South”), and TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipality (the “Town”) (the Town and FDG South may each be referred to as “Party” and collectively referred to as the “Parties”), as follows:

Recitals

WHEREAS, the Town is a Florida municipality located in Broward County, Florida; and

WHEREAS, FDG SOUTH is a Delaware limited liability company that owns Parcel 4108 and Parcel 4110 (collectively referred to as the “Villa Caprice Properties”) and Parcel 4116 (referred to as the “Holiday Inn Property” and collectively with the Villa Caprice Properties the “FDG South Properties”) as more particularly described in Exhibit “A” attached; and

WHEREAS, the Town has levied liens upon the FDG South Properties (the “Liens”), which are listed on Exhibit “B” attached hereto; and

WHEREAS, Exhibit “B” contains a listing of all Liens and fines levied against the FDG South Properties by the Town as of the Effective Date; and

WHEREAS, the Town filed a lawsuit entitled *Town of Lauderdale-By-The-Sea v. FDG South, LLC et al.*, Case No. CACE-18-0290224 Div. 13, Seventeenth Judicial Circuit, Broward County, Florida (the “Lawsuit”), seeking to enforce the Liens asserted against FDG South; and

WHEREAS, FDG South has denied the material allegations of the Lawsuit, has contested the Liens, and has asserted various affirmative defenses;

WHEREAS, the Town’s Building Official has determined that the building on the Holiday Inn Property is an Unsafe Structure and, on May 20, 2020, filed in the official records a

Notice of Violations setting forth alleged violations. The Notice of Violations is attached hereto as Exhibit “C”; and

WHEREAS, after discussions between the Parties, the Town and FDG South wish to settle the Lawsuit and all other contested matters between them, and wish to memorialize their settlement in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Town and FDG South hereby agree to the following Terms and Conditions:

Terms and Conditions

1. **Recitals.** All the foregoing Recitals are true and correct and are incorporated as part of these Terms and Conditions.

2. **Settlement of Liens.** The Town and FDG South hereby agree to settle all Liens that appear on Exhibit “B”, together with all fines, penalties, expenses, interest, fees, costs and any other obligations accrued and accruing with respect to all code enforcement citations, cases, violations and all notices thereof, in each case, issued with respect to the FDG South Properties, including, without limitation, the Notice of Violations attached hereto as Exhibit “C” (collectively hereinafter referred to as the “FDG Obligations”) as follows:

- a. FDG South shall pay to the Town the total sum of One Million Six Hundred Fifty Thousand Dollars and 00/100 (\$1,650,000) (“Settlement Sum”) in full settlement, satisfaction, extinguishment, release and discharge of all FDG Obligations. The Parties acknowledge and agree that this agreement to settle all FDG Obligations for the Settlement Sum shall be irrevocable, in full force effect and binding on the Parties immediately upon the release of the

Settlement Sum to the Town and shall not be limited, contingent or conditioned by any other past, current or future event, circumstance or action of any Party herein, including without limitation, a Default hereunder. On or before June 29, 2020, FDG South shall deliver the Settlement Sum to the Escrow Agent to be held in escrow as provided in paragraph 7 below.

- b. The Town agrees not to issue any new violations, commence any new code enforcement cases or to levy any further liens or impose any further fines against FDG South with respect to the existing conditions on the FDG South Properties as of the Effective Date, and without limitation of the foregoing, if the Town issues any such new violation or commences a new code enforcement case, levies any further liens or imposes any further fines against FDG South with respect to the existing conditions on the FDG South Properties as of the Effective Date in breach hereof, all liens, fines, penalties, interest, costs, expenses, fees and all other obligations related thereto shall also be deemed a part of the FDG Obligations for the purposes of this Agreement and shall be settled, satisfied, extinguished, released and discharged in full by the payment of the Settlement Sum as provided herein. The Town will not issue any new citations or fines with respect to the buildings, structures and parking areas on the Holiday Inn Property if the Demolition is completed on or before the outside date shown in the Schedule attached hereto, as those terms are defined below, and subject to excusable delays as provided in paragraph 3 hereof. FDG South will remedy the

existing violations on the Villa Caprice Property, as described in the Warning attached hereto as Exhibit “J”, within thirty (30) days of the execution of this Agreement. The Town will not issue any new citations or fines with respect to the existing conditions on the Villa Caprice Property if the existing violations are remedied as set forth in the preceding sentence. Notwithstanding the foregoing, nothing herein shall be deemed a waiver or release of the Town’s rights to enforce its code and impose fines or liens against FDG South with respect to violations that may arise in the future on the FDG South Properties other than arising from the existing conditions on the FDG South Properties as provided in the first sentence of this paragraph 2(b).

- c. Simultaneous herewith, the Parties shall execute¹ and deliver to the Escrow Agent a Joint Stipulation of Voluntary Dismissal, voluntarily dismissing all claims in the Circuit Court, with prejudice, in the form attached hereto as Exhibit “D” (the “Notice of Dismissal of Litigation”). The Notice of Dismissal of Litigation shall set forth that the Circuit Court retains jurisdiction to enforce the terms of this Agreement.
- d. Simultaneous herewith, the Town shall deliver to the Escrow Agent a Certificate executed by the Town Building Official, resolving the Unsafe Structures proceeding in the Broward County Unsafe Structures Board on the

¹ The Parties, by signing this Agreement, hereby authorize the Escrow Agent to electronically sign, on behalf of each Parties’ respective attorneys, the Exhibits referenced in this and the following subparagraph.

Holiday Inn Property, and certifying that all of the code enforcement citations, cases and violations and all notices thereof, including the alleged violations set forth within the Notice of Violations have been corrected, and an executed acknowledged recordable form of release of all Liens (“Compliance Certificate” and “Release of Liens”), in the forms attached hereto as Exhibits “E” and “F”. The Town hereby represents and warrants to FDG South that, (i) other than the code enforcement citations, cases, violations and all notices thereof set forth in the Certificate of Compliance and the Warning and (ii) other than the Liens set forth in the Release of Liens, there are no other open, pending or planned to be issued code enforcement citations, cases, violations, notices or liens applicable to the FDG South Properties, and that, upon the completion of the Demolition and Restoration Work as herein provided and the release of the Compliance Certificate and Release of Liens to FDG South, FDG South shall owe no other fines, penalties, expenses, interest, fees, costs or any other obligations accrued and accruing with respect to all code enforcement citations, cases, violations and all notices thereof, and all liens securing any of the foregoing, relating to the existing conditions on the FDG South Properties.

3. **Demolition of Holiday Inn.** FDG South agrees to demolish and clear all buildings, structures and parking areas on the Holiday Inn Property (“Demolition”) and restore the property to the standard required by the Town Code of Ordinances for vacant lots, with sod, irrigation and fencing in the same manner as the Villa Caprice Properties as of the Effective Date

(the “Restoration Work”). Demolition and Restoration Work shall be completed substantially in accordance with the Schedule attached hereto as Exhibit “G”, provided that, FDG South shall not be in Default if any interim date in the Schedule is not met so long as FDG South is using commercially reasonable efforts to cause the contractors to perform the Demolition. If FDG South is delayed at any time in the commencement or progress of the Demolition and/or the Restoration Work by acts of God or public enemy or terrorist acts, acts of Federal, state or local government in either their sovereign or contractual capacities, shutdowns, quarantines, pandemics, fire, floods, civil disobedience, strikes, lock-outs, or freight embargoes or any other event or circumstance, all occurring within the State of Florida, that excuses the delays in performance to the contractors performing any portion of the Demolition or the Restoration Work pursuant to their contracts or applicable law, then FDG South shall inform the Town of the delay in the Schedule promptly following obtaining knowledge thereof. The time to complete the Demolition and Restoration Work shall be extended for such time as the work is delayed pursuant to any of the above described events, or for a longer time as the Town in its reasonable discretion may otherwise determine and approve in writing.

4. **Payment and Performance Bond; Restoration Work Escrow.**

- a. As security for the performance of the Demolition, FDG South shall provide the Town, at FDG’s expense, a 100% payment and performance bond (“Bond”) for the full amount of the demolition contract, and any change orders that increase cost, covering the faithful performance of the Demolition. The Bond shall be executed by an A-Rated surety that is licensed in Florida, it being acknowledged that Capitol Indemnity Corporation is an A-Rated surety,

(“Surety”) and shall remain in effect as required by law. The Bond shall be obtained, and provided to the Town, within five (5) business days of the final execution and delivery of this Agreement by the Parties and shall cover the Demolition required under this Agreement, but for the avoidance of doubt, not the Restoration Work. The performance bond shall attach a rider containing a provision setting forth the following:

[Surety hereby agrees that if, after notice to FDG South and Surety, FDG South does not cure the default, the Town shall have the right to cause the Surety to complete the Demolition as per the Schedule. If the Surety fails to complete the Demolition, then the Surety, in addition to FDG South, shall be liable to the Town for any damages the Town may sustain and be entitled to pursuant to the Agreement and the bond. No further Notices shall be required by the Town.]

In the event that FDG South does not complete the Demolition as contemplated in the Schedule and the Town declares a Default pursuant to paragraph 5, then the Town has the right to cause the Surety to complete the Demolition and exercise any other rights that the Town may have under the Bond. This right shall survive any Default, modification or termination of this Agreement.

- b. In addition to the Bond, FDG South shall on or prior to June 29, 2020 deliver to Escrow Agent the sum of \$83,750.00 (the “Restoration Work Escrow”) to cover the cost of the Restoration Work pursuant to the contracts covering all of the Restoration Work. The Restoration Work Escrow shall be held by Escrow Agent in escrow, in the same manner as the Settlement Sum and shall be released to FDG South periodically to cover the costs and expenses of the

Restoration Work upon presentment of invoices related to the Restoration Work to Escrow Agent. If the Restoration Work is not being performed by FDG South as required herein, the Town may provide written notice to FDG South. If FDG South fails to perform the Restoration Work within ten (10) business days after the notice thereof and thereafter fails to complete the Restoration Work in accordance with the Schedule attached hereto, and the Town declares a Default pursuant to paragraph 5, then the Town has the right to complete the Restoration Work and utilize the Restoration Work Escrow to pay for the costs thereof. This right shall survive any Default, modification or termination of this Agreement. If the Restoration Work Escrow is insufficient to cover all third party costs and expenses of the Restoration Work incurred by the Town following FDG South's default hereunder, which is not cured as provided herein, FDG South shall be liable to the Town for such third party costs and expenses, including, any court costs and attorneys' fees, upon presentment of invoices and detailed backup therefor. Within three (3) business days of a written notice to Escrow Agent and the Town from FDG South that the Restoration Work has been completed, and provided that, the Town does not deliver a written notice to FDG South and Escrow Agent objecting to the release of the Restoration Work Escrow, which shall set forth in reasonable detail which aspects of the Restoration Work have not been completed as required herein, any remaining Restoration Work Escrow not yet disbursed shall be released to FDG South. If the Town objects to the release

of the Restoration Work Escrow, Escrow Agent shall continue to hold the Restoration Work Escrow pursuant to the terms and conditions of this Agreement until a joint written instruction for its release signed by the Town and FDG South is delivered to Escrow Agent, or a court order directs the payment thereof to either Party, or Escrow Agent deposits the Landscaping Work Escrow with the court pursuant to an interpleader action.

5. **Default.** Each of the following shall constitute an event of default under this Agreement (“Event of Default”):

- a. FDG South files a petition for bankruptcy under any chapter of the Federal Bankruptcy Code, or makes any assignment for the benefit of creditors or takes advantage of any other debtor relief law, or an involuntary petition for bankruptcy under any chapter of the Federal Bankruptcy Code is filed against FDG South and is not dismissed within 30 days of the date it is filed; or
- b. FDG South fails to timely complete the Demolition pursuant to Paragraph 3 above and by the outside date set forth for the completion thereof in the Schedule. In the event FDG South fails to timely complete the Demolition as required hereunder, the Town shall provide FDG South, FDG South’s counsel, and the Surety, with written notice of the Default. If FDG South and the Surety fail to remedy the Default within ten (10) business days of receipt of the written cure notice, FDG South shall be in Default of this Agreement and FDG South and the Surety shall be liable to the Town for any damages the Town may sustain pursuant to this Agreement and the Bond, including but

not limited to any costs, administrative fees, and attorneys' fees incurred by the Town in completing the Demolition. In addition, the failure of FDG South and the Surety to remedy the Default within the ten (10) business day period shall automatically and immediately authorize the Town and its agents to enter the Holiday Inn Property for purposes of completing the Demolition. The Town's authority to demolish the structure and abate the unsafe structural conditions shall be in addition to any other remedies available under the law or in equity.

- c. FDG South fails to timely complete the Restoration Work pursuant to Paragraph 3 above and by the outside date set forth for the completion thereof in the Schedule. In the event FDG South fails to timely complete the Restoration Work as required hereunder, the Town shall provide FDG South and FDG South's counsel with written notice of the Default. If FDG South fails to remedy the Default within ten (10) business days of receipt of the written cure notice, FDG South shall be in Default of this Agreement and the Town and its agents shall be automatically and immediately authorized to enter the Holiday Inn Property for purposes of Restoration Work and utilize the Restoration Work Escrow to pay for the costs thereof. If the Restoration Work Escrow is insufficient to cover all third party costs and expenses of the Restoration Work incurred by the Town, FDG South shall be liable to the Town for such third party costs and expenses, including, any court costs and attorneys' fees, upon presentment of invoices and detailed backup therefor.

The Town's authority to restore the property shall be in addition to any other remedies available under the law or in equity.

6. **Closing of Settlement.** The closing of this settlement shall occur as follows:
- a. Within three (3) business days of execution of this Agreement, the Escrow Agent shall deliver the Settlement Sum to the Town. The Settlement Sum shall be delivered by wire transfer pursuant to the directions set forth in the attached Exhibit "H"; and
 - b. Simultaneous with the release of the Settlement Sum to the Town, Escrow Agent shall release the Notice of Dismissal described in Paragraph 2(c) to Counsel for FDG South to be filed with the Court; and
 - c. Upon completion of the Demolition, FDG South shall provide notice to the Escrow Agent and the Town that the Demolition has been completed ("Demolition Completion Notice"). Upon receipt of Demolition Completion Notice, the Town shall have three (3) business days to object to the status of the Demolition. Any objection by the Town shall set forth in reasonable detail which aspects of the Demolition have not been completed as required herein. All notices to the Parties herein shall be provided as set forth in paragraph 20 herein.
 - d. Upon completion of the Restoration Work, FDG South shall provide notice to the Escrow Agent and the Town that the Restoration has been completed ("Restoration Completion Notice"). Upon receipt of Restoration Completion Notice, the Town shall have three (3) business days to object to the status of

the Restoration Work. Any objection by the Town shall set forth in reasonable detail which aspects of the Restoration Work have not been completed as required herein.

- e. Upon receipt of both the Demolition Completion Notice and the Restoration Complete Notice, and absent timely objection by the Town to either Notice, the Escrow Agent shall, within three (3) business days, release (i) the Compliance Certificate described in Paragraph 2(d) to counsel for FDG South for recording in the Official Records of Broward County, at the expense of FDG South; (ii) the Release of Liens described in Paragraph 2(d) to counsel for FDG South for recording in the Official Records of Broward County, at the expense of FDG South and (iii) the remaining Restoration Work Escrow to counsel for FDG South, by wire transfer pursuant to the directions set forth in the attached Exhibit "I". If the Town delivers any objections to the release of the foregoing, the Parties shall attempt to resolve such dispute in good faith for a period of ten (10) days, following which, either Party may apply to the Circuit Court for the resolution thereof.
- f. Upon release of the items from Escrow set forth in 6.e. above, the Town will, within three (3) business days, release the Notice of Violations and Lis Pendens from the public records.

7. **Escrow Agent Instructions.** The Escrow Agent shall be Maria Currais, Esq., of Weiss Serota Helfman Cole & Bierman, PL, 2525 Ponce de Leon Blvd., Suite 700, Coral Gable FL 33134.

- a. On or before June 29, 2020, FDG South shall deposit the Settlement Sum with the Escrow Agent, who shall hold same in escrow and disburse in accordance with terms and conditions of this Agreement. The Settlement Sum shall be delivered to the Escrow Agent by wire transfer pursuant to the directions set forth in the attached Exhibit “H”.
- b. On or before June 29, 2020, FDG South shall deposit the Restoration Work Escrow with Escrow Agent, who shall hold same in escrow and disburse in accordance with the terms and conditions of this Agreement. The Settlement Sum shall be delivered to the Escrow Agent by wire transfer pursuant to the directions set forth in the attached Exhibit “H”.
- c. The Escrow Agent shall deposit the Settlement Sum and Restoration Work Escrow in a federally insured bank insured by an agency of the United States and located in Broward County, Florida. The Settlement Sum and Restoration Work Escrow may be deposited in a separate account or common escrow or trust accounts handled by the Escrow Agent.
- d. In the event this Agreement is not approved by the Town Commission on or before June 30, 2020, the Escrow Agent shall, within three (3) business days thereof, return the Settlement Sum and Restoration Work Escrow to FDG South by wire transfer pursuant to the instructions attached hereto as Exhibit “I”.
- e. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the

monies which are the subject of this escrow until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties thereto, or they may deposit or interplead all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Broward County and, upon notifying all Parties concerned with such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be equally paid by both Parties unless otherwise directed by the court in the interpleader action, but for the avoidance of doubt, Escrow Agent shall have no rights to offset or recover any of such fees or costs from the Settlement Sum or the Landscaping Work Escrow.

- f. The Parties agree that the Escrow Agent shall not be liable to any Party or person whomsoever for misdelivery to the Town or FDG South of monies subject to this escrow or otherwise, unless due to the willful misconduct or gross negligence on the part of the Escrow Agent and the Parties hereto indemnify the Escrow Agent and agree to hold Escrow Agent harmless other

than from the Escrow Agent's willful misconduct or gross negligence. The

Escrow Agent may represent any Party in the event of litigation.

8. **No Proceeding Initiated.** Both the Town and FDG South represent that other than the Lawsuit and the administrative proceedings before the Broward County Unsafe Structures Board, neither has instituted any other administrative or legal action against the other or filed any complaint against the other with any federal, state or local governmental body or regulatory body with respect to FDG South, the FDG South Properties or the Town.

9. **General Releases.**

a. **Release by the Town to the FDG Parties.** Except for the obligations under this Agreement, in consideration for the promises contained in this Agreement, the Town unconditionally releases, discharges and covenants not to sue FDG South, its parent, subsidiary and affiliated entities, and their respective officers, directors, partners, members, employees, and agents (the "the FDG Parties"), from and for any and all claims, demands, liabilities, and causes of action of any kind or nature, whether known or unknown, or suspected or unsuspected, which the Town ever had, now have, or may have against the FDG Parties up to the Effective Date and with respect to all FDG Obligations.

b. **Release by FDG South to the Town.** Except for the obligations under this Agreement, in consideration for the promises contained in this Agreement, the FDG Parties unconditionally release, discharge and covenant not to sue the Town, and its respective staff, elected and appointed officials, councilpersons, employees, agents, attorneys, assigns, contractors, and representatives, from and for any and all claims, demands, liabilities, and causes

of action of any kind or nature, whether known or unknown, or suspected or unsuspected, which the FDG Parties ever had, now have, or may have against the Town up to the Effective Date .

10. **Releases Effective Date.** The Releases in Paragraphs 9.a. and 9.b. shall become effective upon the releases of the Settlement Sum and the Notice of Dismissal as set forth in Paragraphs 6.a. and 6.b. hereof.

11. **Non-Admission of Liability.** Neither this Agreement nor anything contained herein shall constitute or is to be construed as an admission by FDG South or the Town as evidence of any liability, wrongdoing, or unlawful conduct. The Parties acknowledge that this Agreement has been entered into to avoid the costs and expenses of litigation and to settle disputed claims.

12. **Invalidity.** If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall remain in full force and effect, provided that both Parties may still effectively realize the substantial benefit of the promises and considerations conferred hereby.

13. **Construction.** The Parties acknowledge that each Party has reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters set forth herein and supersedes in its entirety any and all agreements or communications, whether written or oral, previously made in connection with

the matters herein. Any agreement to amend or modify the terms and conditions of this Agreement must be in writing and executed by the Parties hereto.

15. **Governing Law; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law. The Parties further agree that exclusive venue for any dispute under this Agreement shall be in the federal and state courts of Broward County, Florida. Furthermore, in any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its attorneys' fees, costs and expenses at all trial and appellate levels.

16. **Approvals.** The Town and FDG South acknowledge and agree that they have obtained all necessary approvals to enter into this Agreement.

17. **Headings.** The headings are for the convenience of the Parties and are not to be construed as terms or conditions of this Agreement.

18. **Counterparts.** This Agreement may be signed in counterparts, all of which shall constitute one agreement. For the purposes of finalizing the Agreement, any signature page delivered by email, digital signature, or facsimile transmission shall be treated in all manner and respects as an original document.

19. **No Oral Modification.** This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by the Parties.

20. **Notices.** All notices, demands, requests and other communications required under the Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation.

Electronic copies of any notices, demands, requests or other communications must also be sent contemporaneously by e-mail to the addresses identified herein. Notice will be deemed to have been given upon receipt or refusal of delivery. All notices, demands, requests and other communications required under this Agreement may be sent by facsimile or electronic mail provided that the facsimile or electronic communication is followed up by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other party, received by such other party at least ten days before the change of address is to become effective.

a. Notices to FDG South

Notice to FDG South under this Agreement must be sent to:

FDG South LLC
1200 North Federal Hwy, Suite 200
Boca Raton, FL 33432
Attention: Vadym V.
Email: 09.vvv.11@gmail.com

With a Copy to:

Steve Bassin, Esq.
Greenberg Traurig P.A.
333 S.E. 2nd Avenue
Miami, FL 33131
BassinS@gtlaw.com

b. Notices to the Town

Notice to the Town under this Agreement must be sent to:

Town Manager
4501 N. Ocean Blvd.
Lauderdale-By-The-Sea, FL 33308
billv@lauderdalebythesea-fl.gov

With a copy to:

Town Attorney
Weiss Serota Helfman Cole & Bierman, PL
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
STrevarthen@wsh-law.com

21. **No Release of Obligations Herein.** Notwithstanding anything to the contrary herein, the Releases set forth in Paragraphs 9.a. and 9.b. shall not include the release of any of the Parties' obligations under this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida municipal corporation

Attest:

Mayor Chris Vincent

Name: Tedra Allen, CMC
Title: Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen
Town Attorney

FDG SOUTH, LLC, a Delaware limited liability
company

By: vladyslav Iermakov

Its: _____



Dated: 25-06-2020

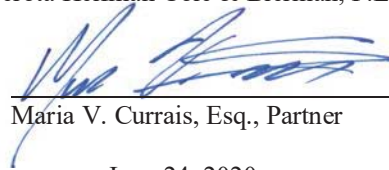
**SIGNATURE PAGE
ESCROW AGENT**

The undersigned hereby accepts the foregoing Settlement Agreement and executes this Settlement Agreement for the purpose of agreeing to the provisions of **Paragraph 7** and agreeing to act as Escrow Agent in strict accordance with the terms thereof.

ESCROW AGENT:

Weiss Serota Helfman Cole & Bierman, P.L.

By:



Maria V. Currais, Esq., Partner

Date:

June 24, 2020

EXHIBIT

“A”

FDG South Properties

Villa Caprice Properties:

Site Address: 4108 EL MAR DRIVE, LAUDERDALE BY THE SEA FL 33308
Property Owner: FDG SOUTH LLC
Mailing Address: 1200 N FEDERAL HWY #200 BOCA RATON FL 33432
Folio #: 4943 18 01 0020
Legal Description: LAUDERDALE BY THE SEA 6-2 B LOT 1,2 BLK 2

Site Address: 4110 EL MAR DRIVE, LAUDERDALE BY THE SEA FL 33308
Property Owner: FDG SOUTH LLC
Mailing Address: 1200 N FEDERAL HWY #200 BOCA RATON FL 33432
Folio #: 4943 18 01 0030
Legal Description: LAUDERDALE BY THE SEA 6-2 B LOT 3 TO 6 BLK 2

Holiday Inn Property

Site Address: 4116 N OCEAN DRIVE, LAUDERDALE BY THE SEA FL 33308
Property Owner : FDG SOUTH LLC
Mailing Address: 1200 N FEDERAL HWY #200 BOCA RATON FL 33432
Folio #: 4943 18 01 1650
Legal Description: LAUDERDALE BY THE SEA 6-2 B LOTS 1 THRU 5, LESS PT DESC IN PAR 103 OF CA 86-20486, TOGETHER WITH LOTS 6,7,8 & 17 THRU 24 BLK 17

EXHIBIT

“B”



TOWN OF LAUDERDALE-BY-THE-SEA

Development Services

FLORIDA DEVELOPMENT GROUP

CODE CASES SUMMARY

FINES AS OF:	6/30/2020
Daily Accruing on 4108	\$ -
Daily Accruing on 4110	\$ -
Daily Accruing on 4116	\$ 400.00
Daily Accruing on 4546-4560	\$ -
All FDG South - Daily Accruing	\$ 400.00

PAYMENT REFERENCE NOTES:

Regular Payments = Blue

300K SUM Payments

*Received in escrow 7/1/2014 as part of FDG INC stipulated agreement. Disbursed 2017 upon default.

Rob Gordon Payments

*Received on 6/14/18 and 7/24/18 as payment in return for Partial Release issued to a associated property 4112 El Mar Drive. For further details scroll down to Line 220.

SUMMARY

Site	Case	Daily	Hearing Costs	Fines	Total Due	Work Check
4108	12020016	\$ -	\$ -	\$ 614,356.73	\$ 614,356.73	\$ 614,356.73
4108	13040002	\$ -	\$ -	\$ 1,378,323.73	\$ 1,378,323.73	\$ 1,378,323.73
4108	16110010	\$ -	\$ -	\$ 100,600.00	\$ 100,600.00	\$ 100,600.00
4108	16120011	\$ -	\$ -	\$ 100,600.00	\$ 100,600.00	\$ 100,600.00
4108	16120054	\$ -	\$ -	\$ 125,750.00	\$ 125,750.00	\$ 125,750.00
4108	190040015	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
4110	12020017	\$ -	\$ -	\$ 786,156.27	\$ 786,156.27	\$ 786,156.27
4110	13040003	\$ -	\$ -	\$ 1,378,323.73	\$ 1,378,323.73	\$ 1,378,323.73
4110	16120001	\$ -	\$ -	\$ 109,400.00	\$ 109,400.00	\$ 109,400.00
4110	16120055	\$ -	\$ -	\$ 109,400.00	\$ 109,400.00	\$ 109,400.00
4116	12020014	\$ -	\$ -	\$ 2,068,872.34	\$ 2,068,872.34	\$ 2,068,872.34
4116	16120002	\$ 200.00	\$ -	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00
4116	16120056	\$ 200.00	\$ -	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00
		\$ 400.00	\$ -	\$ 7,159,782.80	\$ 7,159,882.80	\$ 7,159,882.80

Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
12020016 REC. 7/26/12	6-36(1)(a)	General Structural Disrepair	\$ 100.00	5/17/2012	11/3/2017	1997	Completed	\$ 199,700.00	\$ -	\$ 199,700.00
	6-36(2)	Railings missing/in disrepair	\$ 100.00	5/17/2012	11/3/2017	1997	Completed	\$ 199,700.00	\$ -	\$ 199,700.00
	6-37(1)(a)	Exterior walls maintenance	\$ 100.00	5/17/2012	4/24/2017	1804	Completed	\$ 180,400.00	\$ -	\$ 180,400.00
	6-36(4)	Electrical outlets in disrepair	\$ 100.00	5/17/2012	5/25/2012	9	Completed	\$ 900.00	\$ 900.00	\$ -
	6-41(a)(1)	Trash in storage rooms	\$ 100.00	5/17/2012	5/25/2012	9	Completed	\$ 900.00	\$ 900.00	\$ -
	6-36(3) -	Corroded water heaters	\$ 100.00	5/17/2012	7/13/2012	58	Completed	\$ 5,800.00	\$ 5,800.00	\$ -
	6-37(1)(b)	Missing/chipped paint	\$ 100.00	5/17/2012	7/7/2014	782	Completed	\$ 78,200.00	\$ 43,643.27	\$ 34,556.73
							Hearing Cost 1 (4/18/12)	\$ 250.00	\$ 250.00	\$ -
							Hearing Cost 2 (7/18/12)	\$ 250.00	\$ 250.00	\$ -
							Case #12020016 Sub-Total	\$ 666,100.00	\$ 51,743.27	\$ 614,356.73
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
13040002 REC. 9/24/13	110.15	40 Year Inspection failed	\$ 250.00	8/9/2013	3/21/2019	2051	Completed	\$ 512,750.00	\$ -	\$ 512,750.00
	6-36(4)	Light switches inoperable	\$ 250.00	8/9/2013	11/3/2017	1548	Completed	\$ 387,000.00	\$ 34,176.27	\$ 352,823.73
	105.1	Work w/o Permits	\$ 250.00	8/9/2013	3/21/2019	2051	Completed	\$ 512,750.00	\$ -	\$ 512,750.00
							Costs of Prosecution (Attorney's Fees)	\$ 6,036.17	\$ 6,036.17	\$ -
							Case #13040002 Sub-Total	\$ 1,418,536.17	\$ 40,212.44	\$ 1,378,323.73
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16110010 REC. 4/30/18	6-36(a)	Structural Maintenance								
	6-36(c)	Balcony/stairwell Maintenance	\$ 200.00	11/4/2017	3/21/2019	503	Completed	\$ 100,600.00	\$ -	\$ 100,600.00
	6-36(e)	Electrical Maintenance								
							Hearing Cost 1 (2/23/17)	\$ 200.00	\$ 200.00	\$ -
							Hearing Cost 2 (7/27/17)	\$ 50.00	\$ 50.00	\$ -
							Hearing Cost 3 (1/25/18)	\$ 25.00	\$ 25.00	\$ -
							Case #16110010 Total	\$ 100,875.00	\$ 275.00	\$ 100,600.00
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120011 REC. 4/30/18	110.15	50-Year Inspection	\$ 200.00	11/4/2017	3/21/2019	503	Completed	\$ 100,600.00	\$ -	\$ 100,600.00
							Hearing Cost (2/23/17)	\$ 200.00	\$ 200.00	\$ -
							Hearing Cost (3/23/17)	\$ 75.00	\$ 75.00	\$ -
							Hearing Cost (5/25/17)	\$ 100.00	\$ 100.00	\$ -
							Hearing Cost (7/27/17)	\$ 50.00	\$ 50.00	\$ -
							Hearing Cost (1/25/18)	\$ 25.00	\$ 25.00	\$ -
							Case #16120011 Sub-Total	\$ 101,050.00	\$ 450.00	\$ 100,600.00
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120054 REC. 4/30/18	105.3.2.1	Expired Permit 13-1345	\$ 250.00	11/4/2017	3/21/2019	503	Completed	\$ 125,750.00	\$ -	\$ 125,750.00
							Hearing Cost (2/23/17)	\$ 200.00	\$ 200.00	\$ -
							Hearing Cost (7/27/17)	\$ 50.00	\$ 50.00	\$ -
							Hearing Cost (1/25/18)	\$ 25.00	\$ 25.00	\$ -
							Case #16120054 Sub-Total	\$ 126,025.00	\$ 275.00	\$ 125,750.00
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
19040015 NOT REC.	30-477(a)	Tree removed without permit					Completed	\$ -	\$ -	\$ -
							Hearing Cost	\$ 100.00	\$ -	\$ 100.00
							Case #19040015 Sub-Total	\$ 100.00	\$ -	\$ 100.00
							4108 EL MAR DRIVE TOTAL	\$ 2,412,686.17	\$ 92,955.71	\$ 2,319,730.46

4108 EL MAR
DRIVE
494318010020

Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
12020017 REC. 7/26/12	6-36(1)(a)	General Structural Disrepair	\$ 100.00	5/17/2012	11/3/2017	1997	Fines Stopped	\$ 199,700.00	\$ -	\$ 199,700.00
	6-36(2)	1st floor railing slats	\$ 100.00	5/17/2012	11/3/2017	1997	Fines Stopped	\$ 199,700.00	\$ -	\$ 199,700.00
	6-41(a)(5)	Damaged pavers	\$ 100.00	5/17/2012	3/21/2019	2500	Complied	\$ 250,000.00	\$ -	\$ 250,000.00
	6-37(1)(a)	Exterior walls maintenance	\$ 100.00	5/17/2012	4/24/2017	1804	Complied	\$ 180,400.00	\$ 43,643.73	\$ 136,756.27
	6-36(3)	Ceiling leak; bath plumbing	\$ 100.00	5/17/2012	5/25/2012	9	Complied	\$ 900.00	\$ 900.00	\$ -
	6-36(4)	A/C, room 15, disrepair	\$ 100.00	5/17/2012	5/25/2012	9	Complied	\$ 900.00	\$ 900.00	\$ -
	6-37(1)(b)	Missing/chipped paint	\$ 100.00	5/17/2012	7/7/2014	782	Complied	\$ 78,200.00	\$ 78,200.00	\$ -
							Hearing Cost 1 (4/18/12)	\$ 250.00	\$ 250.00	\$ -
							Hearing Cost 2 (7/18/12)	\$ 250.00	\$ 250.00	\$ -
							Case #12020017 Sub-Total	\$ 910,300.00	\$ 124,143.73	\$ 786,156.27
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
13040003 REC. 9/24/13	110.15	40 Year Inspection failed.	\$ 250.00	8/9/2013	3/21/2019	2051	Complied	\$ 512,750.00	\$ -	\$ 512,750.00
	105.1	Permit required	\$ 250.00	8/9/2013	3/21/2019	2051	Complied	\$ 512,750.00	\$ -	\$ 512,750.00
	6-36(1)(a)	Leak in unit 25.	\$ 250.00	8/9/2013	11/3/2017	1548	Complied	\$ 387,000.00	\$ 34,176.27	\$ 352,823.73
							Costs of Prosecution (Attorney's Fees)	\$ 6,036.17	\$ 6,036.17	\$ -
							Case #13040003 Sub-Total	\$ 1,418,536.17	\$ 40,212.44	\$ 1,378,323.73
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120001 REC. 5/1/18	6-36(a)	Structural Maintenance								
	6-36(c)	Balcony/stairwell Maintenance	\$ 200.00	8/9/2017	9/21/2017	44	Complied	\$ 8,800.00	\$ -	\$ 8,800.00
	6-36(e)	Electrical Maintenance								
	6-36(a), (c) and (e) (2nd fine, after stay)		\$ 200.00	11/4/2017	3/21/2019	503	Complied	\$ 100,600.00	\$ -	\$ 100,600.00
							Hearing Cost (2/23/17)	\$ 200.00	\$ 200.00	\$ -
							Hearing Cost (7/27/17)	\$ 50.00	\$ 50.00	\$ -
							Hearing Cost (8/24/17)	\$ 25.00	\$ 25.00	\$ -
							Hearing Cost (9/28/17)	\$ 50.00	\$ 50.00	\$ 0.00
							Hearing Cost (1/25/18)	\$ 25.00	\$ 25.00	\$ 0.00
							Case #16120001 Sub-Total	\$ 109,750.00	\$ 350.00	\$ 109,400.00
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120055 REC. 4/30/18	105.3.2.1	Expired Permit 13-1344	\$ 200.00	8/9/2017	9/21/2017	44	Complied	\$ 8,800.00	\$ -	\$ 8,800.00
	105.3.2.1	(2nd fine, after stay)	\$ 200.00	11/4/2017	3/21/2019	503	Complied	\$ 100,600.00	\$ -	\$ 100,600.00
							Hearing Cost (2/23/17)	\$ 200.00	\$ 200.00	\$ -
							Hearing Cost (7/27/17)	\$ 50.00	\$ 50.00	\$ -
							Hearing Cost (8/24/17)	\$ 25.00	\$ 25.00	\$ -
							Hearing Cost (1/25/18)	\$ 25.00	\$ 25.00	\$ -
							Case #16120055 Sub-Total	\$ 109,700.00	\$ 300.00	\$ 109,400.00
							4110 EL MAR DRIVE TOTAL	\$ 2,548,286.17	\$ 165,006.17	\$ 2,383,280.00

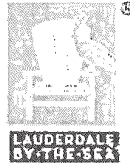
PREVIOUSLY
4110 EL MAR
DRIVE
FOLIO
494318010030
UNITY OF TITLE;
NOW 4108 EL
MAR DRIVE
FOLIO
494318010020

Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
12020014 REC. 7/26/12	6-8.1(7)	POD without building permit	\$ 350.00	5/17/2012	7/13/2012	58	Complied	\$ 20,300.00	\$ 20,300.00	\$ -
	6-36(4)	Exposed wiring	\$ 350.00	5/17/2012	7/17/2012	792	Complied	\$ 277,200.00	\$ 1,355.32	\$ 275,844.68
	6-36(1)(a)	Unsecured doors & windows	\$ 350.00	5/17/2012	7/15/2012	790	Complied	\$ 276,500.00	\$ -	\$ 276,500.00
	6-37(1)(a)	Exterior walls maintenance	\$ 350.00	5/17/2012	2/22/2017	1743	Complied	\$ 610,050.00	\$ -	\$ 610,050.00
	6-38(1)	Unsanitary, noxious odor	\$ 350.00	5/17/2012	7/7/2012	782	Complied	\$ 273,700.00	\$ -	\$ 273,700.00
	6-40(b)	Junk and trash on property	\$ 350.00	5/17/2012	10/3/2012	140	Complied	\$ 49,000.00	\$ 49,000.00	\$ -
	6-8.1(a)(2)	Expired POD permit	\$ 350.00	5/17/2012	7/13/2012	58	Complied	\$ 20,300.00	\$ 12,072.34	\$ 8,227.66
16120002 REC. 5/1/18	6-38(2)	Stagnant water in pool	\$ 250.00	5/17/2012	7/13/2012	58	Complied	\$ 14,500.00	\$ -	\$ 14,500.00
	6-37(1)(b)	Missing/chipped paint	\$ 350.00	5/17/2012	2/22/2017	1743	Complied	\$ 610,050.00	\$ -	\$ 610,050.00
							Hearing Cost	\$ 500.00	\$ 500.00	\$ -
							Case #12020014 Sub-Total	\$ 2,152,100.00	\$ 83,777.66	\$ 2,068,872.34
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120002 REC. 5/1/18	6-36(a)	Structural Maintenance								
	6-36(c)	Balcony/stairwell Maintenance	\$ 200.00	11/4/2017		970	In Violation	\$ 194,000.00	\$ -	\$ 194,000.00
	6-36(e)	Electrical Maintenance								
							Hearing Cost (2/23/17)	\$200.00	\$ 200.00	\$0.00
16120056 REC. 4/30/18							Hearing Cost (7/27/17)	\$50.00	\$ 50.00	\$0.00
							Hearing Cost (1/25/18)	\$25.00	\$ 25.00	\$0.00
							Case 16120001 Sub-Total	\$194,275.00	\$ 275.00	\$194,000.00
Case	Section	Violation	Daily Fine	Start	Stop	Days	Status	Fines To Date	Payments	Balance
16120056 REC. 4/30/18	105.3.2.1	Expired Permits	\$ 200.00	11/4/2017		970	In Violation	\$ 194,000.00	\$ -	\$ 194,000.00
		(14-2815, 14-2830, 14-2720, 12-204)					Hearing Cost (2/23/17)	\$200.00	\$ 200.00	\$ -
							Hearing Cost (7/27/17)	\$50.00	\$ 50.00	\$ -
							Hearing Cost (1/25/18)	\$25.00	\$ 25.00	\$ -
4116 N OCEAN DR 494318011650							Case 16120055 Sub-Total	\$194,275.00	\$ 275.00	\$194,000.00
							4116 N OCEAN DRIVE TOTAL	\$ 2,540,650.00	\$ 83,777.66	\$ 2,456,872.34

TOTAL FDG	\$
MONIES DUE	7,159,882.80

EXHIBIT

“C”



NOTICE OF VIOLATION

MAY 1, 2020

Property Owner: FDG SOUTH LLC

Mailing Address: 433 Plaza Real, Suite 275
Boca Raton, FL. 33432

Case Information:

Case No: 20050001

Property Address: 4116 N. Ocean Drive,
Lauderdale-By-The-Sea, FL. 33308

Violation Type: Unsafe Structure

Date Inspected: 2/28/20

Folio No.: 4943-18-01-1650

NOTICE IS HEREBY GIVEN THAT based upon an inspection of the above-referenced subject property (the "Property"), the Building Official has determined that the structure(s) and/or building(s) located therein meet the physical criteria for an unsafe structure pursuant to Section 116.2.1 of the Broward County Administrative Provisions for the 2017 Florida Building Code. The specific defects that exist on the Property which constitute a violation of said code are as follows:

1. The building is vacant, unguarded and open at doors or windows. Section 116.2.1.1.1.
2. There is an unwarranted accumulation of dust, debris or other combustible material. Section 116.2.1.1.2.
3. The building condition creates hazards with respect to means of egress and fire protection as provided herein for the particular occupancy. Section 116.2.1.1.3.
4. There is a failure, hanging loose or loosening of any siding, block, brick, or other building material. Section 116.2.1.2.1.
5. There is a deterioration of the structure or structural parts. Section 116.2.1.2.2.
6. The building is partially destroyed. Section 116.2.1.2.3.
7. The electrical or mechanical installations or systems create a hazardous condition in violation of this Code. Section 116.2.1.2.5.
8. An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems. Section 116.2.1.2.6.
9. Swimming pools that contain stagnant water are deemed unsanitary and dangerous to human life and public welfare and shall be presumed and deemed unsafe. Section 116.2.1.2.7.

10. By reason of use or Occupancy the area, height, type of construction, fire-resistivity, means of egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and Group of Occupancy. Section 116.2.1.2.8.

NOTE: Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit. Section 105.1, Florida Building Code.

☒ Building

☒ Electrical

☒ Plumbing

☒ Mechanical

The specific details concerning these violations can be obtained in writing from the Building Official upon request.

ACTIONS REQUIRED FOR COMPLIANCE

Please complete all repairs or demolish the structure to comply the violation(s). All work to repair or demolish the structure must be completed within 10 business days from the date of this notice. A request for an extension of time must be made in writing and submitted to the Building Official and provide reasons for the Building Official's consideration of an extension of time. Unless there is compliance with the instructions in this Notice of Violation or an appeal is filed, a public hearing before the Unsafe Structures and Housing Appeals Board will be initiated by the Building Official after the time for compliance has expired to secure an order for demolition of the building or structure or to obtain any other appropriate remedy.

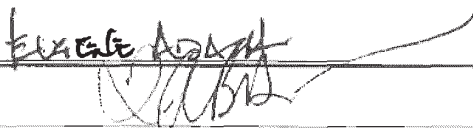
RIGHT OF APPEAL

The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board, at 1 N. University Drive, suite 304, Plantation, FL 33317, if such appeal is filed prior to the expiration of the time allowed for compliance specified in such notice; provided, in no event shall appeal period be less than ten (10) business days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures and Housing Appeals Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structures and Housing Appeals Board shall conduct a public hearing on the matter.

Recovery of costs: All costs incurred by the Town resulting from this unsafe structure case shall be paid by the owner or occupant of the Property or by the person who caused or maintained the violation. A lien resulting from the costs incurred by the Town to correct the violation shall be recorded against the subject property and shall constitute a special assessment lien pursuant to Section 170.201, Florida Statutes, and is superior in dignity to all other liens except those for taxes, until paid. A special assessment lien shall be enforced by any method authorized by law.

The recording of this Notice of Violation in the Official Records of Broward County shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgages, lessees, and all persons claiming or acquiring interest in the subject property.

Eugene Adach
Building Official:



Posted By:

Name: Terry-Ann Boyd-Reynolds, Code Compliance Inspector

Date: May 1, 2020

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

5/19/2020

DocuSigned by:

Tedra Allen, CLC, Town Clerk

F79938A3F45D42E...

EXHIBIT

“D”

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida Municipality,

Plaintiff,

vs.

Case No. CACE-18-029224

FDG SOUTH, LLC; ET AL.

Defendants.

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Pursuant to Florida Rule of Civil Procedure 1.420(a)(1) and the Parties' Settlement Agreement, it is stipulated and agreed by and between Plaintiff, Town of Lauderdale-By-The-Sea ("Town") and Defendant, FDG South, LLC ("FDG") (collectively, the "Parties"), as follows:

1. This case has been amicably settled and a Settlement Agreement has been executed by the Parties.
2. Pursuant to the Settlement Agreement, the Parties hereby stipulate to the dismissal of this Lawsuit, in its entirety, with prejudice.
3. The Parties agree to bear their own attorneys' fees and costs except pursuant to Paragraph 15 of the Settlement Agreement.
4. The Parties hereby request that the Court enter the Order of Dismissal with Prejudice, attached hereto as Exhibit "1" in order to effectuate the dismissal with prejudice of this action.
5. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement executed by the Parties.

Dated this ____ day of _____, 2020.

GREENBERG TRAURIG, P.A.
*Attorneys for FDG Central, LLC and FDG
South, LLC*
333 SE 2nd Avenue, STE 4400
Miami, Florida 33131
Telephone: (305) 579-0500
Facsimile: (305) 579-0717

By: /s/ Ronald M. Rosengarten
RONALD M. ROSENGARTEN
Florida Bar No. 387540
Email: rosengartenr@gtlaw.com

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Attorneys for Town of Lauderdale-By-The-Sea
200 East Broward Blvd., STE 1900
Fort Lauderdale, FL 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

By: /s/ Samuel I. Zeskind
SAMUEL I. ZESKIND
Florida Bar No. 43033
Primary: szeskind@wsh-law.com
Secondary: Ozuniga@wsh-law.com

ERIC P. HOCKMAN
Florida Bar No. 64879
Primary: ehockman@wsh-law.com
Secondary: szavala@wsh-law.com

SUSAN L. TREVARTHEN
Florida Bar No. 906281
Primary: strevarthen@wsh-law.com
Secondary: mcerice@wsh-law.com

EXHIBIT

“1”

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida Municipality,

Plaintiff,

vs.

Case No. CACE-18-029224

FDG SOUTH, LLC; ET AL.

Defendants.

_____ /

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE, having come before the Court on the Parties' Joint Stipulation for Dismissal with Prejudice (the "Stipulation for Dismissal"), it is hereby

ORDERED and ADJUDGED as follows:

1. The Stipulation for Dismissal is approved.
2. The Lawsuit, in its entirety, is dismissed with prejudice.
3. The Parties have agreed to bear their respective attorneys' fees and costs of this action, except as otherwise set forth in Paragraph 15 of the Settlement Agreement executed by the Parties.
4. This Court expressly reserves jurisdiction to enforce the Settlement Agreement executed by the Parties.

DONE AND ORDERED, in chambers, Fort Lauderdale, Florida, this ____ day of _____, 2020.

CIRCUIT COURT JUDGE

cc: All Parties and Counsel of Record

EXHIBIT

“E”

**LAUDERDALE-BY-THE-SEA
BUILDING DEPARTMENT**

DATE

Property Owner: FDG SOUTH LLC

Mailing Address: 433 Plaza Real, Suite 275
Boca Raton, FL. 33432

Case Information:

Case No: 20050001

Property Address: 4116 N. Ocean Drive,
Lauderdale By The Sea, FL. 33308

Violation Type: Unsafe Structure

CERTIFICATE OF COMPLIANCE

Folio No.: 4943-18-01-1650

NOTICE IS HEREBY GIVEN THAT based upon an inspection of the above-referenced property, the Building Official certifies that the unsafe conditions described by the Notice of Violation issued in this case, and recorded in the public records of Broward County, Instrument No. 116511486, on May 20, 2020, have been corrected.

Eugene Adach

Building Official:

EUGENE ADACH

Date:

6/26/20

EXHIBIT

“F”

PREPARED BY AND RETURN TO:
Linda Connors
Town of Lauderdale-By-The-Sea
Office of the Special Magistrate
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida
33308

**TOWN OF LAUDERDALE-BY-THE-SEA
OFFICE OF THE SPECIAL MAGISTRATE**

RELEASE OF LIENS

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

vs.

FDG SOUTH LLC

Respondent.

_____/

The TOWN OF LAUDERDALE-BY-THE-SEA hereby releases the following properties from the liens resulting from the corresponding Orders of Imposition of Fine and Claim of Lien, recorded in the Public Records of Broward County, Florida, as follows:

- 1) Property Address: 4108 EL MAR DRIVE, LAUDERDALE BY THE SEA, FL 33308; Folio No. 494318010020.
See attached legal description, marked as Exhibit "A."
 - a) Code Compliance Case No. 12020016.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 7/26/2012
 - iii) **Book 48945 at Page 1097.**
 - b) Code Compliance Case No. 13040002.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 9/24/2013
 - iii) **Book 50197 at Page 1847.**
 - c) Code Compliance Case No. 16110010.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 4/30/2018
 - iii) **Instrument No. 115042721 and Instrument No. 115042738.**
 - d) Code Compliance Case No. 16120011.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 4/30/2018
 - iii) **Instrument No. 115042736.**
 - e) Code Compliance Case No. 16120054.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 4/30/2018
 - iii) **Instrument No. 115042737.**
- 2) Property Address: 4110 EL MAR DRIVE, LAUDERDALE BY THE SEA, FL 33308; Folio No. 494318010030.
See attached legal description, marked as Exhibit "B."
 - a) Code Compliance Case No. 12020017.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 7/26/2012
 - iii) **Book 48945 at Page 1104.**
 - b) Code Compliance Case No. 13040003.
 - i) Lien Title: "ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN."
 - ii) Recording Date: 9/24/2013
 - iii) **Book 50197 at Page 1841.**

- The TOWN OF LAUDERDALE-BY-THE-SEA certifies that the code violations which resulted in the aforementioned Code Compliance cases and fines have been corrected and said fines have been released.

Signed, sealed and delivered in the presence of:

By:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, on this 26 day of June 2020 by Bill Vance, as Town manager for the TOWN OF LAUDERDALE-BY-THE-SEA and who is personally known to me.

(Signature of Notary Public - State of Florida)

139

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 1,2,3,4,5 AND 6 IN BLOCK 2, LAUDERDALE-BY-THE-SEA
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 2 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

LEGAL DESCRIPTION: LOTS 1,2,3,4,5 AND 6 IN BLOCK 2, LAUDERDALE-BY-THE-SEA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "C"

LEGAL DESCRIPTION: Lots 1,2,3,4,5,6,7,8,17,18,19,20,21,22,23 and 24 in Block 17, LAUDERDALE-BY-THE-SEA according to the Plat thereof recorded in Plat Book 6, Page 2 of the Public Records of Broward County, Florida, Less and Except real property as described in the Order of Taking recorded in Official Records Book 13809, Page 721 and Official Records Book 13809, Page 724, of the Public Records of Broward County, Florida, being more particularly described as follows:

PARCEL NO. 103: That part of Lots 1 through 5, Block 17 of LAUDERDALE-BY-THE-SEA, according to the Plat thereof recorded in Plat Book 6, Page 2 of the Public Records of Broward County, Florida, in Section 18, Township 49 South, Range 43 East, said part being more particularly described as follows:

Commence at the Southeast Corner of said Lot 1: Thence North 84 Degrees 29 Minutes 31 Seconds West a distance of 82.19 feet along the Southerly Line of said Lot 1 to the point of beginning: Thence continue North 84 degrees 29 minutes 31 seconds west a distance of 7.82 feet to the beginning of a tangent curve concave Northeasterly; Thence Westerly and Northerly along said Curve having a radius of 25 feet through a central angle of 89 degrees 58 minutes 14 seconds, an Arc distance of 39.26 feet to the end of said curve; Thence North 05 degrees 28 minutes 43 seconds East a distance of 213.55 feet along the Easterly right of way of A-1-A to the beginning of tangent curve concave Easterly; Thence Southerly and Easterly along said curve having a radius of 2284.83 feet through a central angle of 04 degrees 38 minutes 12 seconds an Arc distance of 184.90 feet to a point of reverse curvature; Thence Southerly along said reverse curve having a radius of 2298.83 feet through a central angle of 00 degrees 48 minutes 34 seconds an Arc distance of 32.48 feet to a point of reverse curvature; Thence Southerly and Easterly along said reverse curve having a radius of 23 feet through a central angle of 86 degrees 08 minutes 37 seconds an Arc distance of 34.58 feet to the end of said curve and the point of beginning.

EXHIBIT

“G”

4116 OCEAN DRIVE - DEMOLITION AND SITE IMPROVEMENT SCHEDULE

ID	Task Name	Duration	Start	Finish	July 2020	August 2020	September 2020	October 2020	November 2020	December
1	10 Day Notice of Demolition - Broward County	10 days	Wed 7/1/20	Tue 7/14/20	Jun 28 Jul 5 Jul 12 Jul 19 Jul 26 Aug 2 Aug 9 Aug 16 Aug 23 Aug 30 Sep 6 Sep 13 Sep 20 Sep 27 Oct 4 Oct 11 Oct 18 Oct 25 Nov 1 Nov 8 Nov 15 Nov 22 Nov 29					
2	Site and Building Demolition	80 days	Wed 7/15/20	Tue 11/3/20						
3	Landscape/Irrigation & Fence Permitting	20 days	Mon 8/3/20	Fri 8/28/20						
4	Install Trees, Irrigation & Fence	15 days	Wed 11/4/20	Tue 11/24/20						
5	Install Sod	5 days	Wed 11/25/20	Tue 12/1/20						
6	Final Inspection with LBTS	1 day	Wed 12/2/20	Wed 12/2/20						

Site and Building Demolition

Install Trees, Irrigation & Fence

Install Sod

Final Inspection with LBTS

Project: 4116 Ocean Drive

Date: Tue 6/23/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT

“H”

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

ATTORNEYS AT LAW

2525 PONCE DE LEON BOULEVARD, SUITE 700
CORAL GABLES, FLORIDA 33134

WWW.WSH-LAW.COM

WIRING INSTRUCTIONS FOR CLIENT ESCROW/TRUST TRANSACTIONS ONLY

REDACTED

CORAL GABLES, FLORIDA
305-854-0800

FORT LAUDERDALE, FLORIDA
954-763-4242

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

ATTORNEYS AT LAW

2525 PONCE DE LEON BOULEVARD, SUITE 700
CORAL GABLES, FLORIDA 33134

WWW.WSH-LAW.COM

WIRING INSTRUCTIONS FOR CLIENT ESCROW/TRUST TRANSACTIONS ONLY

REDACTED

CORAL GABLES, FLORIDA
305-854-0800

FORT LAUDERDALE, FLORIDA
954-763-4242

EXHIBIT

“I”

FDG SOUTH LLC
WIRING INSTRUCTIONS

REDACTED

EXHIBIT

“J”



Town of

LAUDERDALE-BY-THE-SEA

DEVELOPMENT SERVICES DIVISION

4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4210 * Fax (954) 634-4654

COURTESY NOTICE

Sent To:

FDG SOUTH LLC

433 PLAZA REAL STE 275
BOCA RATON, FL 33432

Case #:

40495

Date:

6/1/2019

Dear FDG SOUTH LLC

Lauderdale-By-The-Sea's most valuable assets are its residents, neighborhoods and businesses. A community of well-maintained properties can enhance these assets by maintaining property values, increasing civic pride, and improving our overall quality of life.

Recognizing the importance of protecting the Town's home and business environment, the Town Commission adopted codes that govern the use and maintenance of private property. On 6/1/2019, we observed one or more items on your property at 4108 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308 that are not compliant with the Town Codes, as listed on the following page.

This is a **courtesy notice**. Please correct the item(s) listed on the following page by 7/20/2020 and then contact the Code Compliance Department at (954) 640-4210 so that we can check the property for compliance. If the item(s) is/are not corrected by 7/20/2020, further code compliance action may be taken.

If you have any questions, need to request additional time to correct the items, or would like more information about this **courtesy notice**, please contact me directly and I will be happy to assist you. I may be reached at 954-640-4220 or bethanyb@lbts-fl.gov.

Thank you in advance for your voluntary compliance and your efforts to maintain the standards of Lauderdale-By-The-Sea. We sincerely appreciate your cooperation.

Sincerely,

Bethany Banyas

Code Compliance Inspector

Ordinance/Regulation	Section	Description	Days to Comply
Chapter 6 - Building and Building Regulations	Section 6-41(a)(2) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: Abandoned, discarded or unused objects or equipment, such as automobiles, boats, trucks or buses, furniture, stoves, refrigerators, freezers, trailers, cans or containers;	7

We understand you may not have been aware this was a code violation, and trust that you will take prompt corrective action. Please call when you receive this courtesy notice; we look forward to working together with you to help resolve this.

NOTE:
Still in Violation --
Large section of
Chain Link Fence
abandoned on Southeast
perimeter

Notes/Mean of Correction:

Section 6-41(a)(1) - Junk, trash, debris on the beachside perimeter of the property.

Section 6-41(a)(2) - Abandoned, discarded or unused objects on the beachside perimeter of the property.

Please remove all items accumulated on the beachside perimeter of the site, including blankets, tarps, buckets, trash, debris, **and the remaining portion of chain link fence.** Please keep the area clear and free of such items in future on a regular basis to prevent re-accumulation.

Please call me at 954-640-4220 or 954-857-5563 when you've received this letter.

Thank you in advance for your diligent attention to this matter. If you have any questions or need assistance in this, please do not hesitate to contact me directly and I will be happy to help.

Bethany Banyas
Senior Inspector, Code Compliance
954-857-5563
bethanyb@lbts-fl.gov



Town of

LAUDERDALE-BY-THE-SEA

DEVELOPMENT SERVICES DIVISION

4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4210 * Fax (954) 634-4654

COURTESY NOTICE

Sent To:

FDG SOUTH, LLC c/o NECTARIA
CHAKAS

1401 E BROWARD BLVD UNIT 303
FT LAUDERDALE, FL 33301

Case #:

40495

Date:

6/1/2019

Dear FDG SOUTH LLC

Lauderdale-By-The-Sea's most valuable assets are its residents, neighborhoods and businesses. A community of well-maintained properties can enhance these assets by maintaining property values, increasing civic pride, and improving our overall quality of life.

Recognizing the importance of protecting the Town's home and business environment, the Town Commission adopted codes that govern the use and maintenance of private property. On 6/1/2019, we observed one or more items on your property at 4108 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308 that are not compliant with the Town Codes, as listed on the following page.

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If you have any questions, need to request additional time to correct the items, or would like more information about this **courtesy notice**, please contact me directly and I will be happy to assist you. I may be reached at 954-640-4220 or bethanyb@lbts-fl.gov.

Thank you in advance for your voluntary compliance and your efforts to maintain the standards of Lauderdale-By-The-Sea. We sincerely appreciate your cooperation.

Sincerely,

Bethany Banyas

Code Compliance Inspector

Ordinance/Regulation	Section	Description	Days to Comply
Chapter 6 - Building and Building Regulations	Section 6-41(a)(2) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: Abandoned, discarded or unused objects or equipment, such as automobiles, boats, trucks or buses, furniture, stoves, refrigerators, freezers, trailers, cans or containers;	7

We understand you may not have been aware this was a code violation, and trust that you will take prompt corrective action. Please call when you receive this courtesy notice; we look forward to working together with you to help resolve this.

Notes/Mean of Correction:

**Section 6-41(a)(1) - Junk, trash, debris on the beachside perimeter of the property.
Section 6-41(a)(2) - Abandoned, discarded or unused objects on the beachside perimeter of the property.**

Please remove all items accumulated on the beachside perimeter of the site, including blankets, tarps, buckets, trash, debris, and the remaining portion of chain link fence. Please keep the area clear and free of such items in future on a regular basis to prevent re-accumulation.

Please call me at 954-640-4220 or 954-857-5563 when you've received this letter.

Thank you in advance for your diligent attention to this matter. If you have any questions or need assistance in this, please do not hesitate to contact me directly and I will be happy to help.

**Bethany Banyas
Senior Inspector, Code Compliance
954-857-5563
bethanyb@lbts-fl.gov**