

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday June 27, 2023

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, June 27, 2023, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION by Pauline Brooks McGuiness representing the Baha'i Faith

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Small Cities Proclamation
[6-27-23 AM Small Cities Proclamation.pdf](#)
[Small Cities Month.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR May 2023 Report
[6-27-23 AM AMR Report.pdf](#)
[Ex. 1 AMR May 2023 Report.pdf](#)
- 7.b. BSO May 2023 Report
[6-27-23 AM BSO Report.pdf](#)
[Ex. 1 BSO May 2023 Report.pdf](#)
- 7.c. VFD May 2023 Report
[6-27-23 AM VFD Monthly Report.pdf](#)
[Ex. 1 May Activity Report.pdf](#)
[Ex. 2 Town Report Overview.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for June 27, 2023
[6-27-23 AM Town Manager Report.pdf](#)
- 8.b. April 2023 Finance Report
[6-27-23 AM April 2023 Report.pdf](#)
[Ex. 1 Revenue Expenditure Report.pdf](#)
[Ex. 2 Cash Investment Report April 2023.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[Approval of Minutes.pdf](#)
[Ex. 1 5-23-23 Commission Workshop Minutes.pdf](#)
[Ex. 2 5-23-23 Regular Commission Meeting Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a.** Resolution 2023-26 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REVISED INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND OTHER MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.
[6-27-23 AM Memo 2023-26 ILA Solid Waste.pdf](#)
[Ex. 1 Revised Interlocal Agreement.pdf](#)
[Ex. 2 Revisions to ILA \(Amendment\).pdf](#)
[Ex. 3 Resolution 2023-26 ILA Solid Waste.pdf](#)
- 12.b.** RESOLUTION 2023-27 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH RAY QUALMANN MARINE CONSTRUCTION FOR EMERGENCY SEAWALL IMPROVEMENTS FOR THE BEL AIR DRIVE SEAWALL; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE PALM CLUB AND LEISURE GARDENS FOR REPAYMENT RELATED TO THE SEAWALL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[6-27-23 AM Bel Air Seawall Project.pdf](#)
[Ex. 1 Resolution 2023-27 Approving Bel Air Seawall Construction Project.pdf](#)
[Ex. 2 Bid Tabulations.pdf](#)
[Ex. 3 Construction Agreement Bel Air Seawall.pdf](#)
- 12.c.** Resolution 2023-28 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR ENGINEERING OVERSIGHT SERVICES FOR THE BEL AIR SEAWALL PROJECT, IN AN AMOUNT NOT TO EXCEED \$26,677.50; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[6-27-23 AM Bel Air Seawall Project Engineering Oversight.pdf](#)
[Ex.1 -Resolution 2023-28 Approving Engineering Oversight Services for Bel Air Seawall - Chappell Group.pdf](#)
[Ex. 2 Chappell Group Agreement - Engineering Oversight Services - Bel Air Seawall Improvements.pdf](#)
[Ex. 3 Chappell Group Proposal.pdf](#)
- 12.d.** RESOLUTION 2023-29 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GUARANTEED MAXIMUM PRICE FROM STATE CONTRACTING & ENGINEERING CORPORATION FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[6-27-23 AM Downtown Enhacement Project GMP.pdf](#)
[Ex. 1 Resolution 2023-29 Guaranteed Maximum Price Proposal State Contracting.pdf](#)
[Ex. 2 GMP.pdf](#)
- 12.e.** Resolution 2023-30 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH FLYNN ENGINEERING SERVICES, PA FOR ENGINEERING OVERSIGHT SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$39,562; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

[6-27-23 AM Downtown Engineering Oversight.pdf](#)
[Ex. 1 Resolution 2023-30 Approving Engineering Oversight for Downtown Enhancement Project.pdf](#)
[Ex. 2 Work Authorization.pdf](#)

13. NEW BUSINESS

- 13.a.** Resolution 2023-31 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE, CULTURAL FACILITIES PROGRAM FOR \$100,000 FOR THE COMMUNITY CENTER ENHANCEMENT PROJECT; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; APPROVING MATCHING FUNDS FOR \$200,000, IF AWARDED; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

[6-27-23 Cultural Facilities Grant Authorization.pdf](#)

[Ex. 1 Resolution 2023-31 Cultural Facilities.pdf](#)

[Ex. 2 Grant Contract Form.pdf](#)

[Ex. 3 Cultural Facilities Grant Guidelines.pdf](#)

- 13.b.** Resolution 2023-32 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

[6-27-23 AM HRCC Agenda Memo.pdf](#)

[Ex. 1 Resolution 2023-32 Approval Of Pay Study.pdf](#)

- 13.c.** Fiscal Year 2023-2024 BSO Proposed Budget

[6-27-23 AM FY24 BSO Budget.pdf](#)

[Ex. 1 BSO FY24 Proposed Budget.pdf](#)

[Ex. 2 BSO FY24 Line Item Budget.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a.** Resolution 2023-33 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING AN ALTERNATE MEMBER TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

[6-27-23 AM - P and Z Board Appointments.pdf](#)

[Ex. 1 Resolution 2023-33 Appoint Second Alternate PZ Board.pdf](#)

[Ex. 2-Sec-30-23 Board Procedures Expenses and Staffing.pdf](#)

[Ex. 3- Karen Blake Application for Town Boards \(P&Z\). pdf.pdf](#)

- 17.b.** Resolution 2023-34 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEAS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

[6-27-23 AM Unsafe Structure.pdf](#)

[Ex. 1 Resolution 2018-28 - ILA w BC Unsafe Structure Board.pdf](#)

[Ex. 2 Resolution 2023-34 ILA Unsafe Structures Amendment.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a.** Case Number 2023-L2-AA-01: Pursuant to Section 30-128, "Administrative Adjustments," of the Town Code of Ordinances (the "Town Code"), the Applicant is requesting a Level 2 Administrative Adjustment to permit two (2) encroachments into the required side setbacks as part of constructing two (2) new additions to the existing dwelling located at 234 Avalon Avenue (the "Property").

[**6-27-23 AM Administrative Adjustment L2 234 Avalon Avenue.pdf**](#)

[**Ex. 1 Application and Plans.pdf**](#)

[**Ex. 2 Planning and Zoning Board Staff Report.pdf**](#)

[**Ex. 3 Unapproved June Minutes.pdf**](#)

[**Ex. 4 2023-L2-AA-01 234 Avalon Ave Development Order.pdf**](#)

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATION

Subject Title: Proclamation for "Small Cities Month"

Explanation: A proclamation to designate June 2023 as "Small Cities Month"

Recommendation: N/A

Attachments: Proclamation for "Small Cities Month"

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea,*

Whereas, small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

Whereas, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

Whereas, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

Whereas, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

Whereas, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

Whereas, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

Whereas, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

NOW, THEREFORE, I, Chris Vincent, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, hereby designates **June 2023** as:

"Small Cities Month"

and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*

Chris Vincent, Mayor

Katrina Adler, Town Clerk





Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR May 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR May 2023 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Times
5/2/2023	1400 BLK S Ocean Blvd	08:51:41	08:52:40	08:54:44	00:03:03
5/3/2023	3900 BLK N Ocean Dr	08:09:21	08:09:35	08:12:46	00:03:25
5/3/2023	4400 BLK N Ocean Dr	13:48:05	13:48:37	13:50:40	00:02:35
5/3/2023	100 BLK Commercial Blvd	19:10:26	19:10:41	19:12:54	00:02:28
5/3/2023	3900 BLK N Ocean Dr	20:16:21	20:16:44	20:19:37	00:03:16
5/4/2023	4600 BLK Poinciana St	13:29:18	13:30:37	13:31:54	00:02:36
5/4/2023	4600 BLK El Mar Dr	14:29:52	14:31:30	14:33:07	00:03:15
5/4/2023	1500 BLK S Ocean Blvd	16:42:10	16:42:29	16:45:31	00:03:21
5/4/2023	4300 BLK N Ocean Dr	20:50:06	20:50:22	20:52:21	00:02:15
5/4/2023	4600 BLK Poinciana St	22:24:54	22:25:15	22:27:44	00:02:50
5/4/2023	El Mar Dr/Commercial Blvd	23:59:55	00:00:07	00:02:17	00:02:22
5/5/2023	200 BLK Neptune Ave	13:59:27	13:59:45	14:02:35	00:03:08
5/5/2023	4300 BLK N Ocean Blvd	18:31:57	18:34:11	18:35:25	00:03:28
5/5/2023	100 BLK Commercial Blvd	22:17:43	22:20:14	22:20:19	00:02:36
5/6/2023	100 BLK Commercial Blvd	12:43:05	12:44:23	12:46:04	00:02:59
5/6/2023	4900 BLK N Ocean Dr	15:23:15	15:23:45	15:25:51	00:02:36
5/6/2023	3200 BLK Cypress Creek Dr	16:23:39	16:24:01	16:26:50	00:03:11
5/6/2023	4900 BLK N Ocean Blvd	17:21:51	17:22:43	17:25:11	00:03:20
5/6/2023	Commercial Blvd / N Ocean Dr	18:18:40	18:20:04	18:21:06	00:02:26
5/7/2023	5200 BLK N Ocean Blvd	12:13:42	12:14:01	12:15:47	00:02:05
5/7/2023	4400 BLK W Tradewinds Ave	14:21:51	14:22:41	14:25:25	00:03:34
5/8/2023	2000 BLK S Ocean Blvd	06:14:44	06:15:20	06:17:37	00:02:53
5/8/2023	4500 BLK Bougainvilla Dr	10:42:13	10:42:13	10:42:22	00:00:09
5/8/2023	4600 BLK Poinciana St	10:53:21	10:55:51	10:56:18	00:02:57
5/9/2023	4500 BLK N Ocean Dr	06:06:56	06:07:41	06:10:10	00:03:14
5/9/2023	200 BLK Commercial Blvd	16:48:05	16:50:20	16:52:35	00:04:30
5/9/2023	200 BLK Marine Ct	22:05:03	22:05:45	22:07:06	00:02:03
5/10/2023	4300 BLK N Ocean Dr	19:27:00	19:27:20	19:30:39	00:03:39
5/11/2023	5400 BLK N Ocean Blvd	07:48:20	07:48:34	07:50:38	00:02:18
5/11/2023	2000 BLK Sailfish Pl	17:13:32	17:13:45	17:17:43	00:04:11
5/11/2023	1400 BLK S Ocean Blvd	22:36:24	22:36:34	22:41:51	00:05:27
5/12/2023	4500 BLK Seagrape Dr	00:52:21	00:53:29	00:56:25	00:04:04
5/13/2023	3900 N Ocean Dr	07:56:49	07:58:02	07:59:19	00:02:30
5/13/2023	100 BLK Commercial Blvd	15:49:08	15:49:28	15:52:10	00:03:02
5/13/2023	2000 BLK S Ocean Blvd	16:14:59	16:15:40	16:17:47	00:02:48
5/13/2023	6000 BLK N Ocean Blvd	21:48:47	21:49:10	21:50:51	00:02:04
5/14/2023	4100 BLK Bougainvilla Dr	01:06:56	01:07:12	01:09:28	00:02:32
5/14/2023	El Mar Dr / Commercial Blvd	07:21:12	07:21:24	07:25:38	00:04:26
5/14/2023	4400 BLK El Mar Dr	12:45:53	12:46:34	12:46:35	00:00:42
5/14/2023	100 BLK Commercial Blvd	15:05:00	15:05:16	15:07:50	00:02:50
5/14/2023	100 BLK Commercial Blvd	16:17:20	16:17:26	16:19:34	00:02:14
5/14/2023	Commercial Blvd / N Ocean Dr	21:04:39	21:06:23	21:07:27	00:02:48
5/15/2023	4300 BLK Seagrape Dr	08:55:37	08:57:36	08:57:38	00:02:01
5/15/2023	100 BLK Commercial Blvd	14:18:34	14:18:49	14:20:52	00:02:18
5/16/2023	4500 BLK El Mar Dr	01:01:20	01:02:23	01:04:18	00:02:58
5/16/2023	4300 BLK El Mar Dr	02:48:24	02:48:37	02:51:04	00:02:40
5/16/2023	1900 BLK S Ocean Blvd	08:06:41	08:09:22	08:11:08	00:04:27

5/16/2023	200 BLK Lombardy Ave	09:51:25	09:51:30	09:54:15	00:02:50
5/17/2023	Palm Ave/EI Mar Dr	13:39:15	13:40:47	13:42:46	00:03:31
5/18/2023	5500 BLK N Ocean Blvd	07:14:25	07:14:49	07:18:21	00:03:56
5/18/2023	4300 BLK EI Mar Dr	13:46:02	13:46:44	13:49:15	00:03:13
5/18/2023	4600 BLK N Ocean Dr	22:11:29	22:11:45	22:13:45	00:02:16
5/18/2023	5100 BLK N Ocean Blvd	23:56:26	23:56:41	23:58:48	00:02:22
5/19/2023	4600 BLK EI Mar Dr	16:24:40	16:24:53	16:27:52	00:03:12
5/19/2023	N Ocean Dr / Commercial Blvd	18:20:26	18:23:04	18:24:11	00:03:45
5/20/2023	Washington Ave / EI Mar Dr	09:02:53	09:03:37	09:05:28	00:02:35
5/20/2023	2000 BLK Ocean Mist Dr	10:23:46	10:24:01	10:27:14	00:03:28
5/20/2023	5000 BLK N Ocean Blvd	15:57:49	15:57:53	16:00:59	00:03:10
5/21/2023	1500 BLK S Ocean Blvd	12:41:16	12:41:25	12:44:37	00:03:21
5/21/2023	4500 BLK EI Mar Dr	16:54:05	16:57:37	16:57:41	00:03:36
5/21/2023	5100 BLK N Ocean Blvd	18:01:44	18:03:05	18:03:18	00:01:34
5/21/2023	4700 BLK N Ocean Blvd	23:38:17	23:39:22	23:41:39	00:03:22
5/23/2023	4600 BLK EI Mar Dr	10:09:36	10:10:58	10:11:50	00:02:14
5/23/2023	200 BLK Neptune Ave	13:31:11	13:32:17	13:33:47	00:02:36
5/23/2023	4400 BLK N Ocean Dr	17:20:17	17:21:51	17:22:39	00:02:22
5/24/2023	200 BLK Imperial Ln	01:09:56	01:11:10	01:12:32	00:02:36
5/25/2023	1900 BLK S Ocean Blvd	10:22:29	10:22:45	10:24:37	00:02:08
5/25/2023	Commercial Blvd / N Ocean Dr	12:56:50	12:58:04	13:00:09	00:03:19
5/27/2023	200 BLK N Tradewinds Ave	21:33:11	21:33:21	21:36:48	00:03:37
5/28/2023	4200 BLK N Ocean Dr	02:44:56	02:45:12	02:48:55	00:03:59
5/28/2023	4000 BLK N Ocean Dr	10:24:51	10:25:36	10:27:50	00:02:59
5/28/2023	4600 BLK Poinciana St	23:18:39	23:18:39	23:23:23	00:04:44
5/29/2023	4500 BLK Poinciana St	15:52:00	15:52:04	15:54:57	00:02:57
5/29/2023	200 BLK Oceanic Ave	22:55:59	22:56:13	23:00:20	00:04:21
5/30/2023	4500 BLK Bougainvillea Dr	10:59:37	11:00:42	11:02:45	00:03:08
5/30/2023	4600 BLK Bougainvillea Dr	16:12:37	16:14:43	16:16:07	00:03:30
5/30/2023	4300 BLK N Ocean Dr	23:35:09	23:35:55	23:37:17	00:02:08
5/31/2023	4600 BLK N Ocean Dr	02:45:23	02:47:08	02:47:58	00:02:35
5/31/2023	200 BLK Corsair Ave	17:25:00	17:25:29	17:29:11	00:04:11
	6 Min or less = 100%	Average			0:02:59



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO May 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO May 2023 Report



Date: June 9, 2023

To: Linda Connors
Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- May 2023

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Deputies Rene Suarez and Alin Pitulan

On May 5, 2023, a victim called 911 to report that a grand theft of jewelry had just occurred and the victim believed that employees from an air duct cleaning company was suspected of taking her items. The caller advised that two people from an air duct cleaning company they hired were still on scene. Deputies Suarez and Pitulan immediately responded to the scene and made contact with the suspects who originally cooperated with the investigation. The employees consented to search of their work and one of the suspects' was believed to have stolen two rings valued over \$200,000. One of the suspect's was a female so the deputies requested a female deputy from the Pompano Beach District to respond to the scene to conduct a voluntary search of the female suspect. During the search, the female deputy located the stolen rings in the sock of the female suspect. The items were valued at over \$200,000. The suspect was immediately arrested and the investigation revealed that the suspect was not an employee of the company and was only the girlfriend of the male employee that was assisting him with the job. Detective Genovese responded and after an interview, the suspect provided a post Miranda recorded statement. The suspect was charged with a first degree grand theft charge and transported to the BSO Main Jail.

Due to the quick response and decisive actions taken by the deputies, the suspect responsible for this significant crime was successfully apprehended and stolen property valued at over \$200,000 was recovered. Due to their actions, Deputies Rene Suarez and Alin Pitulan have been awarded the Deputy of the Month honors for May 2023.

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

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

our residents and visitors. The patrol bicycles were utilized for a total of 19.5 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 324 miles and 49 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals required and was provided mental health services. Eight (8) individuals experiencing homelessness were contacted during the month. Six (6) refused services, two (2) received services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

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

Friday Night Music: The Broward Sheriff Office Lauderdale by the Sea District assisted with traffic control, public safety, and site security of Friday Night Music. Captain Palmer and Lieutenant Wesolowski attended the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2305-000009
DATE/TIME: 5/01/23 @ 0245 hrs
LOCATION: 5400 N. Ocean Blvd
SUSPECT: W/M dark hat, white shirt, dark shorts, dark bookbag, dark bicycle (Michael Arasi, wm, 04/11/81)
INCIDENT: Burglary Conveyance x 3 **UNLOCKED -ARREST**
SUMMARY: Victim #1 advised at 0430 she heard her alarm on her vehicle go off. At 1100 am she came outside and observed the center counsel and glove box open to her vehicle 2022 Mercedes but did not see anything missing from inside her vehicle. Victim #2 advised that someone entered his unlocked black Porsche and his unlocked white jaguar. At this time the only item missing is Prada sunglasses \$300 that were inside the victim's Porsche. Victim #3 advised someone entered her unlocked vehicle but due to her having to leave for work she was unable to provide any additional information. Det Genovese responded to the scene and assisted. Deputy Garner processed the vehicles, and Detectives located surveillance footage of the subject attempting to open a door to a vehicle and the subject entering and leaving the area.
UPDATE: Detectives conducted area canvasses and located video surveillance in the area. Utilizing investigative techniques and technology, detectives identified the suspect as Michael Arasi who was currently on probation and wanted by other jurisdictions for similar crimes. The suspect was arrested and charged with these crimes.

CASE: 13-2305-000019 (Pitulan)
DATE/TIME: 05/01/2023 @ 0638 HRS
LOCATION: 5555 M Ocean Blvd
SUSPECT: Unknown
VEHICLE: 2020 Grey Hyundai Palisade
INCIDENT: Burglary Conveyance – Delayed (related to above case) **UNLOCKED-ARREST**
SUMMARY: Victim contacted BSO to report a delayed burglary conveyance. Investigation revealed that an unknown suspect rummaged through the victim's vehicle and removed \$800.00 worth of gift cards from the glove box. Victim learned the incident occurred at 0600 HRS Monday morning. The victim received a notification that her vehicle door was opened at 0638 HRS during the morning hours of 05-01-2023. This case is related to the above listed conveyance burglary.
UPDATE: Detectives conducted area canvasses and located video surveillance in the area. Utilizing investigative techniques and technology, detectives identified the suspect as Michael Arasi who was currently on probation and wanted by other jurisdictions for similar crimes. The suspect was arrested and charged with these crimes.

CASE: 13-2305-000022
DATE/TIME: 05/01/2023 @ 2122 HRS
LOCATION: 4321 N Ocean Drive – (Walgreens)
INCIDENT: Retail Theft (LBTS)
SUSPECT: BM Suspect
SUMMARY: LBTS Deputies were dispatched to the Walgreens reference a retail theft, with a WM description provided. Area was circulated and suspect not located. Further investigation revealed that the suspect was actually an unknown BM adult, who entered the store, stuffed his bag with whisky and left without paying. CCTV obtained; possible latent prints obtained from bottles left on scene by the suspect. Investigation is ongoing.

CASE: 13-2305-000033
DATE/TIME: 05/01/23, 2000 hours- 5/02/2023 0600 hours
LOCATION: North Leisure Gardens Condominiums 1461 S Ocean Blvd
SUSPECT: Unknown
INCIDENT: Burglary Conveyance **UNLOCKED-ARREST**
SUMMARY: The victim advised that at 0600 hours she came out to her car and observed all the contents inside her glove box and center console scattered all over her passenger seat. At this time the following items were removed from her vehicle. Nikon Binoculars (yellow) \$50, two pickle ball rackets with the victim's last name engraved on them \$60, Kirkland vodka \$60, Kirkland tequila \$60, \$10 in quarters, Rayban aviator sunglasses vintage \$200. Dep Garner processed the scene area canvassed. This case is related to the above listed conveyance burglary.
UPDATE: Detectives conducted area canvasses and located video surveillance in the area. Utilizing investigative techniques and technology, detectives identified the suspect as Michael Arasi who was currently on probation and wanted by other jurisdictions for similar crimes. The suspect was arrested and charged with these crimes.

CASE: 13-2305-000097
DATE/TIME: 5/4/2023 @ 0707 hrs
LOCATION: Commercial Blvd./Bougainville Dr.
SUBJECT: Hermes Paredes W/M 8/17/1990
INCIDENT: Capias Arrest/Trespass Structure/Conveyance
SUMMARY: While conducting radar enforcement, Deputy Kratz stopped the subject for traveling 56/30. It was also learned that he has an ID card only that was suspended 1x for failure to pay. A teletype check revealed a confirmed capias for trespass with a \$250.00 bond. He was transported to the Main Jail.

CASE: 13-2305-000127
DATE/TIME: 05/4/23 @ 2027 hrs
LOCATION: 4319 N Ocean Dr.
SUSPECTS: 3 juvenile W/F
INCIDENT: Theft – Shoplifting
SUMMARY: Three unknown W/F's between 15 and 25 years old, stole a sexual device from Walgreens. The item was valued at \$15.99. Two of the three females paid for other items at register #1 with an Amex credit/debit card, but left the store without making a payment for the item. Suspects left the scene walking south on N Ocean Dr. Detectives investigated the case and positively identified the juvenile suspects in the case. Although the suspects were positively identified, the victim declined prosecution.

CASE: 13-2305-000210
DATE/TIME: 05/06/2023 @ 1721hrs
LOCATION: 4900 N. Ocean Blvd., Bldg. C, Apt 608 (Sea Ranch Club)
INCIDENT: Battery Upon a Person 65 YOA or Older
SUMMARY: At approximately 1721 hrs., a suspicious incident was reported by AMR at 4900 N. Ocean Blvd., in which a 67-year-old male had advised he had been assaulted, pushed down, and felt like he was having a heart attack. LBTS AMR transported the victim to Holy Cross Hospital. Victim was contacted at the hospital and stated that while at his fiancé's apartment her son (also over 65 yoa) pushed him to the floor. There were no visible signs of injury. Victim complained of pain to the back side of his head, back and left arm. Victim is 67 years-old and

the suspect is 66 years old. Victim and suspect provided conflicting stories. Investigation is ongoing.

CASE: 13-2305-000214
DATE/TIME: 05/06/2023 @ 1900 hrs.
LOCATION: 228 Hibiscus Ave, #119
INCIDENT: Auto Theft- **KEY FOB**
SUMMARY: The victim reported that on 05/06/2023 between the times of 1500 and 1900 an unknown individual/s took his 2019 Range Rover from the parking lot of his residence. Vehicle was recovered shortly after it was entered in the NCIC/FCIC system. The recovery location was at 5033 NW 35 St, Lauderdale Lakes, FL under case number 04-2305-000551. The vehicle was towed to Westway Towing. Investigation is ongoing. Key fob was left in the vehicle.

CASE: 13-2305-000332
DATE/TIME: 5/10/23 @ 1343p
LOCATION: 4208 N. Ocean
SUSPECT: unknown
INCIDENT: Vehicle Burglary- **UNLOCKED**
SUMMARY: The victim went to the Wells Fargo Bank, located at 3600 North Ocean Dr. in Ft. Lauderdale to withdraw \$4000.00. He then walked to his van, placed the money above his visor and drove north on North Ocean Drive. When he stopped an unknown suspect removed the envelope filled with cash from his vehicle. When the victim returned to his van he noticed the driver's door open and the visor was ripped, from the ceiling. Investigation is ongoing.

CASE: 13-2305-000425
DATE/TIME: 05/12/23 @ overnight hrs
LOCATION: 4240 E Trade Winds Av
SUSPECT: Unknown
VEHICLE: 2017 White BMW X3
INCIDENT: Auto Theft-**KEY FOB**
SUMMARY: The victims parked their 2017 BMW X3 in the driveway, leaving it unlocked and the key fob in the cup holder. At approx. 0800 in the morning, the victim discovered the vehicle missing from the driveway. A canvass of the area failed to locate any surveillance cameras or witnesses. Initial checks of the LPR system also failed to produce an image of the vehicle, as it has a bicycle rack attached which partially blocks the license plate. Affidavit was signed and the vehicle entered into teletype.

Approx. 1045 hrs, BMW security contacted BSO Dispatch and advised they had tracked the, now stationary, vehicle to 1850 S Ocean Dr (Harbor Beach) in Ft Lauderdale. FLPD detectives in unmarked vehicles conducted surveillance of the vehicle for approx.. 60 minutes, prior to Dep Klier responding to recover it. The vehicle was observed to have the key fob in the cup holder and the rear windows down, just as the owners' described. It was processed for fingerprints, with negative results. The owners responded and retrieved their vehicle.

CASE: 13-2305-000443
DATE/TIME: 05/13/2023 @1819hrs
LOCATION: 4321 N. Ocean Dr.
SUSPECT: Eric Killen (w/m, 09/02/1974)
VICTIM: Walgreens Liquor Store
INCIDENT: Retail Theft
SUMMARY: Suspect Erik Killen took a 100ml bottle of Jack Daniels Tennessee Fire whiskey valued at \$3.99 from Walgreens Liquor store without paying. Killen left on a bicycle, south on N. Ocean Dr. Killen was encountered at 4200 Bougainvillea Dr. Deputy Kratz observed Killen throw the empty liquor bottle to the ground. A show-up made by the Walgreens employee identified Killen. A criminal history check did not reveal any prior theft convictions. Killen was issued a notice to appear for theft.

CASE: 13-2305-000455
DATE/TIME: 5/14/23 00:23
LOCATION: 14 Commercial Blvd Mulligans
ARRESTEE: Eduardo Escobar W/M 06/03/95
INCIDENT: Trespass after warning/Disorderly Intoxication
SUMMARY: Deputy Almodovar was flagged down outside of Aruba's by a Mulligans employee who advised a patron passed out and needed Fire Rescue. Upon arrival at Mulligans, we found a W/M face down on the dance floor. It appeared that he was intoxicated and was picked up off the dance floor and set in a chair until fire rescue arrived. Upon arrival of rescue the W/M became belligerent and began to hurl racial slurs at Deputy Almodovar who was attempting to gain his information for fire rescue. He became belligerent with rescue and refused medical attention. These slurs were in front of approximately 50-60 patrons. The manager advised she wanted him trespassing from the bar and he was escorted outside. Once outside he was given ample time and opportunity to leave the property. We offered to order a cab which he refused. The W/M refused to leave and began to dance in front of Deputy's and again use foul language. The subject was subsequently arrested and transported to jail.

DATE/TIME: 05/14/2023 @ 2109 HRS
LOCATION: 276 Commercial Blvd - Benihana
INCIDENT: Aggravated Battery W/vehicle (V1) Battery/Agg Assault – Dating Violence (V2)
SUSPECT: Patrick Lynch, BM 11/07/1975
VICTIMS: Adult BF (V1) and Adult BF (V2/SUSPECT's girlfriend w/child in common)
SUMMARY: Deputy Almodovar was conducting a patrol around the South Shores Neighborhood and Benihana when he on-viewed a non-violent disturbance that was occurring on the roadway at the 200 Block of Basin Drive. All parties were separated, went separate ways, and no crime was committed at this time. However, soon after clearing the scene, the suspect returned and again began to have a verbal dispute with his girlfriend who he has dated for the past two years. The suspect's girlfriend was with her adult daughter. After arguing about not wanting to eat at Benihana, the suspect spit in the victim's face, entered his vehicle and intentionally drove his vehicle forward and struck victim 1 (Girlfriend's Daughter) with his vehicle and almost struck V2 (Girlfriend). The suspect then fled the scene and BSO was again called and arrived moments later. A BOLO was issued, the victims indicated that they wished to press criminal charges. V1 was transported to the hospital for minor injuries (Back pain). The incident was captured on a cell phone and downloaded into evidence. A records check revealed that the suspect's vehicle had hit on the town's LPR exiting and also hit off a LPR in Miami Dade County within the city of North Miami Beach. The suspect declined to return phone calls from BSO. The following evening, Deputy Almodovar contacted the suspect and convinced the suspect to turn himself in. He arrived at the district office and was placed into custody without incident.

CASE: 13-2305-000500 (Pitulan/Suarez)
DATE/TIME: 05/05/2023 @ 1844 HRS
LOCATION: 1761 Bel Air Ave
SUSPECT: Lisa Marie Montrose BF 04/01/1965
INCIDENT: 1st Degree Grand Theft Arrest – Over \$200,000 in jewelry
SUMMARY: Victims contacted BSO to report that two people from a duct cleaning company they hired were still on scene and one of the suspects' was believed to have stolen two rings valued over \$200K. Deputy Pitulan and Deputy Suarez responded to the scene and learned the same two duct cleaning company employees were still on scene and cooperated with the investigation. The two employees provided consent to a search of their person and vehicle. A female deputy responded and found the rings inside the listed female suspect's socks. The listed adult female was arrested and transported to D13 for processing. Det. Genovese responded and after an interview, the arrested female was TOT main jail, with 3-hour delay ref medical clearance due to her claiming she was pregnant, which she was not. Victims were very happy with BSO and the outcome of this investigation.

CASE: 13-2305-000576
DATE/TIME: 05/18/223 @ 1300 hrs.
LOCATION: 104 Commercial Blvd
INCIDENT: Burglary Conveyance **UNLOCKED**
SUMMARY: Victim advised that after parking his vehicle and leaving it unlocked, he noticed his wallet containing credit cards, SS Card and FL DL was missing. The victim advised his wallet was in the center console of the vehicle which he found ajar upon returning to the vehicle. Investigation is ongoing.

CASE: 13-2305-000697
DATE/TIME: Between Dec 2022 and March 2023
LOCATION: 1481 S. Ocean Blvd
SUSPECT: Unknown
INCIDENT: Burglary Structure
SUMMARY: Victim stated that she locked her property inside a 'common' storage area for the building. Each Unit is given a lockable separate storage area for their property. Victim placed her property inside and applied her own lock to the door and left for her other residence. She rented the Unit to others who did not have access or keys to the locked storage area. When she returned after four months, she realized that a towel, with her jewelry wrapped inside, had been tampered with and her 'real' jewelry had been taken and the costume jewelry was left behind. No other property appears to be missing from the storage locker at this time. No video available. Total Loss approx. \$19,400. Investigation is ongoing.

CASE: 13-2305-000813
DATE/TIME: 05/26/23 @ 1020 hrs
LOCATION: Commercial Blvd/N Ocean Dr
ARRESTEE: Adryel Rodriguez W/M 8/30/2000
VEHICLE: 2004 Honda CBR Motorcycle
INCIDENT: Traffic Arrest (Habitual Felony Driver)
SUMMARY: Dep Kratz observed Rodriguez driving a Honda motorcycle, with no tag attached, E/B on Commercial Blvd and then turn N/B on El Mar Dr. He investigated and located the motorcycle parked in the alley north of Aruba's Café. Dep Kratz learned the driver is a newly employed server, who had already entered the business for work. Dep Kratz directed him to return to the alley to receive a citation, where a records check revealed Rodriguez' license had been

revoked for 60 months, as a Habitual Traffic Offender. Rodriguez was charged with Failure to Register, No Motorcycle Endorsement, and DWLS Habitual Offender. The suspect was arrested and transported to jail.

CASE: 13-2305-000819

DATE/TIME: 5/26/2023 1215 hrs.

LOCATION: 238 Hibiscus Avenue

EVENT: Battery on 65-year-old adult or higher

SUMMARY: The victim went to the laundry room to rinse off his paint brushes in the sink. The suspect was doing his laundry and had his shirts lying on the sink. A verbal exchange ensued followed by the victim allegedly being pushed to the ground, causing a minor laceration to his left forearm/elbow. The suspect denied touching Greely and stated the victim tripped on a cart that was behind him causing him to fall. Both versions of events were plausible. There were no independent witnesses or surveillance cameras on scene. The victim wished to prosecute. The case was forwarded to the state attorney's office for case filing review.

CASE: 13-2305-000862

DATE/TIME: 05/27/2023 @ 1923hrs

LOCATION: 1500 S. Ocean Blvd (Ocean - Vessel Exclusion Zone)

SUBJECT: Machel Baker (b/m, 07/24/2002)

VESSEL: 2015 Yamaha Wave Runner

INCIDENT: Reckless Operation of a Vessel

SUMMARY: While on beach patrol, Sgt. Walker and Dep Goodwin observed a white/blue Yamaha Wave Runner driven by a shirtless male wearing blue shorts with long dreadlocks operating within the swimming buoys (Exclusion Zone) dangerously close to swimmers. The Wave Runner traveled south and appeared to go between the broken section of Anglin's Pier. Pompano Beach also received numerous calls and Safer Watch Citizen Uploaded videos, in reference to the reckless Wave Runner, 11-2305-0010733. Sgt. Walker attempted to contact Marine Patrol and U.S. Coast Guard; however they were unavailable. Deputies then observed the Wave Runner return northbound within the swimming buoys and attempted to alert him. The Wave Runner continued north past the Pompano Beach Pier. Pompano Beach deputies encountered the operator Machel Baker at the Alsdorf Park Boat Ramp (2901 NE 14th Street Cswy). Sgt. Walker and Dep Goodwin responded and issued Baker, Boat UTCs for Reckless Operation, Violation of Restricted areas, Personal Floatation Required and Operating a Vessel without a Boating Safety ID Card.

MONTHLY ARREST LOGS:

M	AggrVted Battery-Deadly Weapon	276	Commercial Blvd
M	Battery on a Person 65 YOA or Older	238	HIBISCUS AV
M	Burglary Conveyance-Unoccupied/Unarmed	5400	N Ocean Blvd
M	Burglary Conveyance-Unoccupied/Unarmed	5555	N Ocean Blvd
M	Burglary Conveyance-Unoccupied/Unarmed	1461	N Ocean Blvd
M	Capias-Trespass Structure or Conveyance		Commercial Blvd/N Ocean Dr
M	Capias-Dangerous Drugs/Parole Violation	4400	Bougainvilla Dr
M	Disorderly Intoxication/Cause Public Disturbance	14	Commercial Blvd
M	Drive While License Suspended/Habitual Violator		Commercial Blvd/N Ocean Dr
F	Grand Theft 1st Degree-\$100K or more	1761	Bel Air Av
M	Petit Theft 2nd Degree-1st Offense	4321	N Ocean Dr
M	Battery-Domestic Violence	2061	Ocean Mist Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	2	0	5	8
BURGLARY-BUSINESS	0	1	0	1
BURGLARY-CONVEYANCE	6	1	4	10
BURGLARY-RESIDENCE	0	0	4	0
BURGLARY-STRUCTURE	1	0	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	3	0	0	4
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	1	4	13	17
THEFT-PETIT	3	7	17	18
TOTALS	16	13	45	60

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	72
COP Patrol Miles - Month	156
COP Hours Worked - YTD	809
COP Patrol Miles - YTD	1346

COP Bike Patrol Hours - Month	9
COP Bike Patrol Hours - YTD	30

COP Beach Patrol Hours – Month	6
COP Beach Patrol Hours - YTD	117

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

	Month	2023 YTD
Reserve Deputy - Days Worked	8	27
Reserve Deputy - Hours Worked	66.5	209

MONTHLY STAFFING AND STATISTICAL REPORT:

The May 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity May 2023

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	65	Non-Moving / Moving Citation	217
Accidents	12	Parking	0
Calls for Service	999	Warnings	187
		Total Citations	404
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	7	Bike Patrol	19.5
Misdemeanor	3	Court Overtime	15
NTA	0	Training	85
Warrant	0	Detached	0
DUI	0	Other Overtime	53.5
NIC (Felony)	1	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	2		
Total Arrests	13		
General		Narrative	
FI	23	ATV/UTV: 324 Miles / 49 Hours Reserve Deputies worked 4 shifts (31 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
 May 31, 2023

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Jerry Hopkins	14555	Sick Leave	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD May 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 May 2023 Activity Report
Ex.2 Town Report Overview

Monthly Activity Report - May 2023

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
05/01/23	Fire/Rescue	FIRE ALARM	11:54:00	12:14:00	6
05/01/23	Fire/Rescue	FIRE ALARM	17:11:00	18:04:00	5
05/02/23	Fire/Rescue	FIRE ALARM	10:35:00	10:58:00	8
05/02/23	Fire/Rescue	Other fire - svc call	16:23:00	16:55:00	2
05/02/23	Fire/Rescue	FIRE ALARM	16:58:00	17:28:00	6
05/03/23	Medical	MEDICAL	8:07:00	8:44:00	7
05/03/23	Fire/Rescue	Hazmat	13:32:00	13:58:00	6
05/03/23	Fire/Rescue	Boat accident	13:55:00	14:04:00	6
05/03/23	Medical	MEDICAL	20:31:00	21:32:00	6
05/04/23	Fire/Rescue	High angle Rescue	13:29:00	14:08:00	4
05/04/23	Fire/Rescue	Elevator rescue	16:48:00	17:14:00	5
05/05/23	Fire/Rescue	FIRE ALARM	14:46:00	15:22:00	5
05/06/23	Medical	MEDICAL	12:42:00	14:02:00	4
05/06/23	Fire/Rescue	Other fire - fuel spill	14:17:00	14:56:00	7
05/06/23	Medical	MEDICAL	15:21:00	15:33:00	5
05/07/23	Medical	MEDICAL	12:13:00	12:28:00	7
05/07/23	Fire/Rescue	FIRE ALARM	17:37:00	18:03:00	6
05/08/23	Fire/Rescue	Other fire - E12 lift assist only	6:13:00	6:46:00	6
05/08/23	Medical	MEDICAL	10:44:00	11:45:00	6
05/08/23	Fire/Rescue	MEDICAL	9:23:00	10:45:00	6
05/08/23	Fire/Rescue	Accident w/Injuries	20:14:00	20:22:00	8
05/09/23	Fire/Rescue	Open water boat/marine accident - unfounded	16:47:00	17:22:00	8
05/09/23	Fire/Rescue	FIRE ALARM	21:53:00	22:44:00	7
05/10/23	Fire/Rescue	Electrical utility fire - 3 lines down FPL called out	11:00:00	11:17:00	6
05/10/23	Fire/Rescue	FIRE ALARM	17:30:00	19:01:00	5
05/10/23	Fire/Rescue	Elevator rescue	17:32:00	18:00:00	5
05/11/23	Fire/Rescue	Accident w/Injuries	7:46:00	8:15:00	6
05/11/23	Fire/Rescue	FIRE ALARM	9:46:00	10:45:00	6
05/12/23	Fire/Rescue	LOCK OUT	11:35:00	12:26:00	7
05/13/23	Fire/Rescue	FIRE ALARM	13:13:00	14:05:00	7
05/13/23	Medical	MEDICAL	9:23:00	10:01:00	4
05/14/23	Fire/Rescue	FIRE CALL	11:34:00	12:15:00	5
05/14/23	Medical	MEDICAL	21:09:00	21:32:00	6
05/14/23	Fire/Rescue	HIT AND RUN	21:03:00	21:48:00	5
05/15/23	Fire/Rescue	ELECTRICAL UTILITY FIRE	8:42:00	9:15:00	5
05/15/23	Medical	LIFT ASSIST	18:06:00	18:34:00	3
05/15/23	Fire/Rescue	FIRE ALARM	18:50:00	19:25:00	7
05/16/23	Medical	CARDIAC ARREST	9:49:00	10:35:00	6
05/17/23	Fire/Rescue	FIRE ALARM	4:42:00	5:22:00	4
05/17/23	Fire/Rescue	elevator rescue	12:07:00	12:45:00	4
05/17/23	Medical	ABD PAIN/BACK PAIN	13:38:00	13:49:00	3
05/17/23	Fire/Rescue	LIFT ASSIST	15:45:00	16:08:00	3

05/18/23	Medical	OVERDOSE POISONING	13:54:00	14:23:00	5
05/18/23	Fire/Rescue	FIRE ALARM	6:32:00	6:43:00	4
05/19/23	Fire/Rescue	FIRE ALARM	1:44:00	2:21:00	4
05/20/23	Fire/Rescue	LIFT ASSIST	18:23:00	18:45:00	8
05/20/23	Fire/Rescue	Fire alarm	16:24:00	16:58:00	7
05/21/23	Medical	MEDICAL CALL	16:53:00	17:07:00	3
05/25/23	Fire/Rescue	FIRE ALARM	6:35:00	6:42:00	3
05/25/23	Fire/Rescue	ACCIDENT WITH INJURIES	12:59:00	13:26:00	3
05/26/23	Fire/Rescue	FIRE ALARM	16:31:00	16:46:00	7
05/27/23	Fire/Rescue	MEDICAL CARDIAC ARREST	21:28:00	22:26:00	6
05/21/23	Fire/Rescue	ACCIDENT WITH INJURIES	23:37:00	23:48:00	5
05/28/23	Medical	CIVIL ASSIST	21:41:00	21:53:00	4
05/29/23	Fire/Rescue	FIRE ALARM	17:12:00	17:48:00	6
05/30/23	Fire/Rescue	FIRE ASSIST TO PD	14:29:00	15:15:00	6
05/30/23	Fire/Rescue	ELECTRICL UTILITY FIRE	11:01:00	12:15:00	7
05/30/23	Medical	MEDICAL	16:11:00	16:48:00	6
05/31/23	Medical	MEDICAL	9:05:00	9:15:00	6
05/31/23	Medical	MEDICAL	12:05:00	12:33:00	4



Town of Lauderdale-By-The-Sea Fire Department Monthly Report May 2023

Overview

During the month of May 2023, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were twenty-seven fire inspections, 3 re-inspections, and two complaints that were addressed.

Responses:

The Volunteer Fire Department responded to 54 fire rescue calls within the limits of our contract.

Emergency 911 Calls

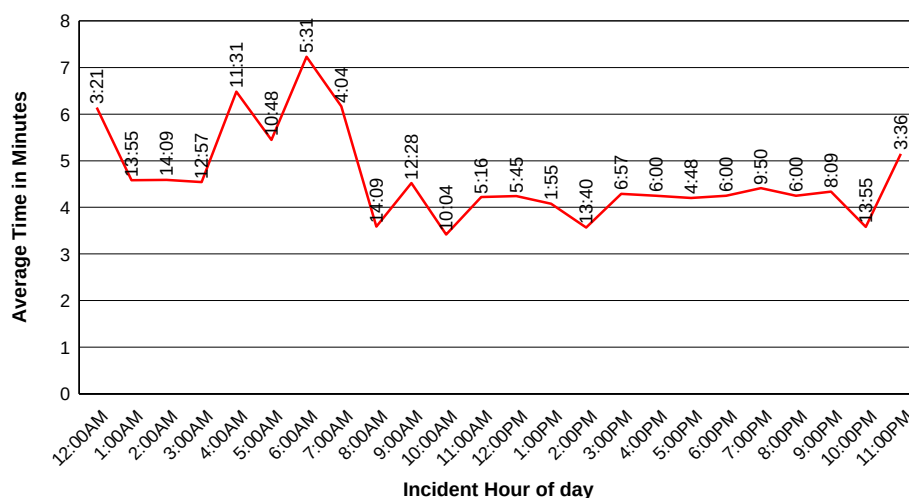
Fire/Rescue	43
EMS	85

- Of the 43 emergency fire calls dispatched, there were 18 fire alarms, 3 smoke investigations, 7 electrical fires, 3 elevator rescues, 6 vehicle accidents, 3 possible drownings, and 3 “other” fires.
- There were 85 medical 911 calls for May 2023. The department was dispatched to 17 of those calls, of which, 1 was cleared by M12. E12/OR212 assisted M12/212 on 9 of those calls and provided 1st responder/BLS care until M12/212’s arrival on 7 of those calls.

Total Number
of Incidents –
128 Total

Total Average Response Time - 4:35

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea Fire Department Monthly Report May 2023

Training and Staffing:

The Volunteer Fire Department had 10 Regular in-town, and 25 Associate out-of-town members for a total of 35 active members.

	Regular In - Town	Associate Out of Town
Active Members	10	25
Fire 1 non-certified	1	0
Fire 1 Certified	1	0
Fire II Certified	8	25

There were 4 fire drills, 3 in-house training sessions, 2 inspections, and 2 public education presentations given for a total of 182+ hours spent on training in March.

Training

Firefighter Drills & In-Service training	126+ Hours
Target Solution On-Line training.	97 Hours
Fire Prevention/Public Service	16 Hours
Total Hours	239+ Hours

A total of 2,579.5+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,623+ Hours
Ocean Rescue patrol	212.5+ Hours
Chief on Duty/Command	744 Hours
Total Hours	2,579.50+ Hours

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

Respectfully,

Judson Hopping

Judson Hopping,
Fire Chief



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for June 27, 2023

Explanation: Following is the Town Manager's report for June 27, 2023.

Architectural Feature Color



Street Light Fixture Color



Light Blue

1. The Results Are In!

The Commission directed staff to survey the community regarding the colors to be selected for the Downtown refresh project. The colors were for our architectural feature that defines the sidewalk area from the dining area and the streetlights that will be used throughout downtown. 182 votes were tallied and the results are for Mystic Sand and Light Blue. Not only were we able to involve our residents (83% of the voters) and businesses (7%) but we were also able to encourage 67 people to sign up for our weekly email updates.

2. Codrington Drive Complete Street Program

We couldn't be more pleased with the progress of the construction project on Codrington Drive. All the drainage pipes have been installed and as of June 23rd, the street is in process of being milled and resurfaced. If all goes well, the project will be completed within budget and before the end of July!

3. Canal Dredging

We are pleased to announce that the canal dredging that was planned for this fiscal year is complete and we have been able to dredge one additional canal than was planned.

4. Christmas Tree

At the end of last year, the Commission authorized staff to move forward with spending budgeted funds on a new Christmas tree. We were hoping to take advantage of after season sales, but we were not able to find a tree that met our requirements. After reviewing purchase options, tree styles, colors and lighting, I am happy to announce that we have been able to purchase a tree at \$20,000 under budget. Some of these saved funds will be reserved for tree decorations, but the majority will be considered savings!

5. 4th of July – Grand Marshal

We are just a couple of weeks away from our annual 4th of July celebration. The Town is proud to announce that Broward County Mayor Lamar Fisher will serve as this year's parade Grand Marshal. Mayor Fisher serves as the Town's County representative and is a fourth generation Broward County resident. We are grateful to Mayor Fisher for his unwavering advocacy for our Town and his many years of supporting Town's initiatives and events.



6. Dive Into Summer

Dive into Summer is the re-brand of the Bugfest event which Town has hosted in past years. We are excited that the planning for Dive into Summer is in full steam. The event will be held at El Prado Park and the El Prado Lot to accommodate the anticipated number of attendees. Weedline Band, a favorite of the Friday Night Music performances, will be headlining the concert event, with several acts preceding their performance to set the energy for the day. A vendor village consisting of over 25 local companies will be joining us to showcase a variety of aquatic adventure opportunities, conservation efforts, art, jewelry, and more. We hope everyone will come out and join us on Saturday, July 29th!

7. Upcoming Meetings

July 11	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
July 25	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
July 25	Commission Budget – Set Tentative Millage	Jarvis Hall	5:30 p.m.
July 27	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Lucila Lang, Director of Budget & Finance

Submitting Department: Finance Department

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: April 2023 Finance Report

Explanation: Presented is the April 2023 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of April, the Town was 58.33% through the fiscal year.

The following is a summary of the operating results through 4/30/23:

April, 2023

The following is a summary of the operating results through : 4/30/2023

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,345,011.00	\$ 477,342.00	\$ 13,867,669.00	\$ 11,793,849.86	85.05%	\$ 9,291,737.41	67.00%	\$ 2,502,112.45
Building Fund	\$ 998,833.00	\$ 30,983.00	\$ 1,298,334.99	\$ 1,298,334.99	100.00%	\$ 935,077.75	72.02%	\$ 363,257.24
Sewer Fund	\$ 1,528,373.00	\$ 224,296.00	\$ 1,304,077.00	\$ 682,764.98	52.36%	\$ 798,934.51	61.26%	\$ (116,169.53)
Fire Fund	\$ 2,344,367.00	\$ 1,175,350.00	\$ 1,169,017.00	\$ 1,143,889.13	97.85%	\$ 591,896.94	50.63%	\$ 551,992.19
Capital Fund	\$ 4,979,310.00	\$ 2,798,866.00	\$ 2,180,444.00	\$ 8,260.26	0.38%	\$ 728,444.69	14.63%	\$ (720,184.43)
Parking Fund	\$ 2,457,024.00	\$ -	\$ 2,457,024.00	\$ 2,245,778.31	91.40%	\$ 2,733,949.33	111.27%	\$ (488,171.02)
Grand Total	\$ 26,652,918.00	\$ 4,706,837.00	\$ 22,276,565.99	\$ 17,172,877.53		\$ 15,080,040.63		\$ 2,092,836.90

Notable items for this month are as follows:

General Fund-001:

- Through the month of April, the Town had received a total of \$9,949,923.75 or 96.88% of Ad Valorem Property Taxes of budgeted amount.
- Overall, General Fund revenues and expenditures are within budget.

Building Fund-102:

- Building Permit Fees are over \$1.2M which is 35.77% above what was budgeted for FY23.
- Fund expenditures correlate with the revenues and through April CAP had billed the Town for October-February, therefore expenses are below where they should be through this month.

Sewer Fund-103:

- Sewer Fund revenues and expenditures are within expectations for the fiscal year.

Fire Fund-115:

- Through the month of April, the Town had received a total of \$1,101,615.59 or 97.13% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Projects Fund-300:

- Activity for capital projects for the month of April is listed below:

APRIL, 2023 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>April Expenditures</u>	<u>YTD Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
Jarvis AV Upgrades	\$ 165,000.00	\$ -	\$ 79,532.47	48.20%	No activity for the month of March.
Financial Software Updates	\$ 98,000.00	\$ -	\$ 8,744.83	8.92%	No activity for the month of March.
Offsite Roof Replacement	\$ 331,000.00	\$ 30,456.00	\$ 304,560.00	92.01%	Payments made to PSI Roofing in the amounts of \$5,800.00 and \$24,656.00 for the final completion of the storage facility roof.
Downtown Commercial Refurbishment	\$ 1,200,000.00	\$ 43,269.22	\$ 226,804.24	18.90%	Payment made to Architectural Alliance i/a/o \$43,269.22 for Landscape Architectural Design Construction Documents, Electrical Engineering Plans and Structural Engineering Plans.
Bel Air-Seawall Repair-East	\$ 215,545.00	\$ (53,000.00)	\$ (50,291.09)	-23.33%	Reversal of entry made to Bel Air-Seawall Project i/a/o \$53,000 that should have been charged to the Codrington Drive project.
Canal Dredging	\$ 380,000.00	\$ 655.70	\$ 41,152.24	10.83%	Payment made to The Chappell Group, Inc. i/a/o \$655.70 for construction and observation services.
Storm Water Rate Study	\$ 60,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
Dune Master Plan/ Beach Renourishment	\$ -		\$ 2,463.87	FY22 Project. Rollover expense.	No activity for the month of March.
Pedestrian Amenities	\$ 50,000.00	\$ -	\$ 1,043.82	2.09%	No activity for the month of March.
Street Project Codrington Drive	\$ 1,700,000.00	\$ 66,743.67	\$ 75,155.80	4.42%	Payment made to Man Con, Inc. i/a/o \$53,000.00 for gravity sewer lateral repairs for El Mar Drive. Payments made to Baxter & Woodman, Inc.: \$4,179.47 for pre-construction conference and progress meetings and the submittal review. \$9,564.20 for permitting, soft digs and landscape design.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
Totals:	\$ 4,899,545.00	\$ 88,124.59	\$ 689,166.18		

Parking Fund-310:

- Parking revenues are at 87.94%, a bit higher than what was budgeted for FY23.
- Expenditures are within expectations.
- The top producing lots for April 2023 were:
 - A1A Parking Lot
 - El Prado Parking Lot
 - Ocean Front Meters
 - South Ocean

A breakdown of parking revenue by lots is outlined in the Table below:

	December, 2022		January, 2023		February, 2023		March, 2023		April, 2023	
South Ocean	\$ 16,962.01	\$ 66.80	\$ 28,537.92	\$ 9,961.50	\$ 30,683.94	\$ 2,930.06	\$ 41,968.17	\$ 1,832.16	\$ 29,660.20	\$ 3,148.74
Ocean Front Meters	\$ 29,678.15	\$ 2,993.91	\$ 40,782.67	\$ 6,817.59	\$ 36,483.64	\$ 7,157.76	\$ 49,731.89	\$ 5,759.91	\$ 38,918.20	\$ 1,076.73
Commercial Blvd. Meters	\$ 6,799.25	\$ (330.19)	\$ 8,688.55	\$ 2,007.58	\$ 8,099.53	\$ 620.34	\$ 14,963.95	\$ 3,801.91	\$ 9,348.83	\$ 1,472.93
Parking Meters-Beach	\$ 11,902.58	\$ (1,127.41)	\$ 20,491.61	\$ 6,046.67	\$ 19,246.73	\$ 258.86	\$ 26,731.83	\$ 342.59	\$ 20,172.51	\$ 151.65
Palm Portal-FDG	\$ 7,062.62	\$ 69.25	\$ 10,736.89	\$ 3,703.37	\$ 12,165.07	\$ 2,170.04	\$ 18,129.46	\$ 2,793.93	\$ 12,520.55	\$ (0.32)
El Prado Parking Lot	\$ 36,103.30	\$ (1.45)	\$ 61,389.45	\$ 20,014.98	\$ 64,111.77	\$ 8,044.54	\$ 85,645.75	\$ 5,008.22	\$ 60,541.11	\$ (1,005.96)
Town Hall Parking Lot	\$ 992.32	\$ (487.65)	\$ 2,103.21	\$ 375.63	\$ 3,779.33	\$ (533.37)	\$ 5,654.43	\$ 316.77	\$ 3,557.56	\$ (103.53)
El Mar Parking Lot	\$ 19,336.80	\$ 1,594.28	\$ 25,446.91	\$ 1,788.99	\$ 22,214.21	\$ (2,089.72)	\$ 30,037.34	\$ (1,056.48)	\$ 22,990.58	\$ (1,034.35)
A1A Parking Lot	\$ 40,741.58	\$ 393.78	\$ 65,875.05	\$ 18,598.91	\$ 65,732.74	\$ 5,741.77	\$ 91,556.05	\$ 5,848.89	\$ 68,410.71	\$ 8,333.88
Bougainvillea/Poinciana	\$ 12,969.10	\$ (250.15)	\$ 20,592.40	\$ 6,738.01	\$ 25,073.43	\$ 5,798.70	\$ 34,718.69	\$ 6,215.64	\$ 26,785.18	\$ 6,143.83
Monthly Total:	\$ 182,547.71		\$ 284,644.66		\$ 287,590.39		\$ 399,137.56		\$ 292,905.43	
<i>Difference from last year \$:</i>	<i>\$ 2,921.17</i>		<i>\$ 76,053.23</i>		<i>\$ 30,098.98</i>		<i>\$ 30,863.54</i>		<i>\$ 18,183.60</i>	
<i>Difference from last year %:</i>	<i>1.63%</i>		<i>36.46%</i>		<i>11.69%</i>		<i>8.38%</i>		<i>6.62%</i>	

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines collected at Town Hall, Municipal Citations and RTR Financial Services, Inc. (collection agency).

Parking Fines	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023
	\$ 2,710.00	\$ 2,876.51	\$ 20,188.69	\$ 18,682.38	\$ 14,305.00	\$ 16,538.03

*Collection for April, includes \$130 collected by RTR Financial Services.

*Received \$15,390 from Municipal Citations.

Attachments: Ex.1-Revenue Expenditure Report
Ex.2-Cash Investment Report-April 2023



Lauderdale-By-The-Sea, FL

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	477,342.00	477,342.00	0.00	0.00	-477,342.00	100.00 %
Department: 000000 - NonDesignated Total:	477,342.00	477,342.00	0.00	0.00	-477,342.00	100.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	370,040.44	9,495,923.75	-305,833.25	3.12 %
Department: 301000 - Ad Valorem Property Taxes Total:	9,801,757.00	9,801,757.00	370,040.44	9,495,923.75	-305,833.25	3.12%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	898,000.00	898,000.00	82,523.50	490,909.96	-407,090.04	45.33 %
001-301100-311440 Gas Utility Tax	20,000.00	20,000.00	2,059.01	12,411.93	-7,588.07	37.94 %
001-301100-314300 Water Utility Tax	168,000.00	168,000.00	15,309.67	97,232.57	-70,767.43	42.12 %
Department: 301100 - Utility Taxes Total:	1,086,000.00	1,086,000.00	99,892.18	600,554.46	-485,445.54	44.70%
Department: 301600 - Franchise Taxes						
001-301600-313100 FI Power & Light Franchise	600,000.00	600,000.00	54,814.57	379,195.33	-220,804.67	36.80 %
001-301600-313300 Waste Franchise Collection	170,000.00	170,000.00	0.00	52,540.89	-117,459.11	69.09 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	1,737.02	8,325.97	-13,674.03	62.15 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	210.00	-590.00	73.75 %
Department: 301600 - Franchise Taxes Total:	801,800.00	801,800.00	56,551.59	440,272.19	-361,527.81	45.09%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	3,670.31	105,233.09	5,233.09	105.23 %
001-302000-321110 Sidewalk Cafe Row	80,000.00	80,000.00	2,607.38	46,481.72	-33,518.28	41.90 %
001-302000-322150 Miscellaneous Permits	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	350.00	1,460.00	-1,040.00	41.60 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	300.00	1,450.00	-1,550.00	51.67 %
Department: 302000 - Licenses & Permits Total:	186,500.00	186,500.00	6,927.69	154,624.81	-31,875.19	17.09%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	170,000.00	170,000.00	15,817.02	94,580.56	-75,419.44	44.36 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	636.27	-16,063.73	96.19 %
001-303000-311180 Sales Tax	450,000.00	450,000.00	43,660.13	261,841.23	-188,158.77	41.81 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	4,813.71	25,805.99	-41,694.01	61.77 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,444.16	26,451.78	-21,548.22	44.89 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	27,728.54	160,463.98	-164,536.02	50.63 %
001-303000-334910 Bcc-senior Center Grant	19,045.00	19,045.00	0.00	0.00	-19,045.00	100.00 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	25,664.32	25,664.32	-124,335.68	82.89 %
001-303000-334915 Fdot-reimbursable Grant	18,064.00	18,064.00	0.00	19,164.20	1,100.20	106.09 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	0.00	16,138.52	16,138.52	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,264,309.00	1,264,309.00	121,127.88	630,746.85	-633,562.15	50.11%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	630.00	12,110.00	1,110.00	110.09 %
Department: 304000 - Charges for Services Total:	13,000.00	13,000.00	630.00	12,110.00	-890.00	6.85%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	5,787.03	17,929.38	-14,070.62	43.97 %
001-305000-354160 Code Enforcement Fines	30,000.00	30,000.00	2,725.00	11,325.00	-18,675.00	62.25 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
Department: 305000 - Fines & Forfeitures Total:	65,000.00	65,000.00	8,512.03	29,254.38	-35,745.62	54.99%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	6,000.00	6,000.00	20,827.25	41,334.42	35,334.42	688.91 %
001-306000-362000 Rent/lease Royalties	79,503.00	79,503.00	0.00	52,907.12	-26,595.88	33.45 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-306000-365400	Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
001-306000-366100	Donations	10,000.00	10,000.00	0.00	20,500.00	10,500.00	205.00 %
001-306000-369100	Miscellaneous Revenues	80,000.00	80,000.00	3,939.79	90,641.70	10,641.70	113.30 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	100.00	2,800.00	-12,200.00	81.33 %
001-306000-369201	Miscellaneous Merchandise Sales	0.00	0.00	200.42	1,890.18	1,890.18	0.00 %
001-306000-369250	Recreational Activities Fee	1,250.00	1,250.00	70.00	1,190.00	-60.00	4.80 %
001-306000-369500	Miscellaneous Lobbyist	250.00	250.00	100.00	450.00	200.00	180.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
Department: 306000 - Miscellaneous Revenues Total:		212,003.00	212,003.00	25,237.46	211,713.42	-289.58	0.14%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	80,843.00	80,843.00	3,109.18	43,380.48	37,462.52	46.34 %
001-511000-500210	Employer Fica Taxes	6,185.00	6,185.00	219.38	3,060.00	3,125.00	50.53 %
001-511000-500220	Retirement	46,081.00	46,081.00	3,544.48	22,870.32	23,210.68	50.37 %
001-511000-500230	Group Insurance	54,185.00	54,185.00	3,478.63	34,662.23	19,522.77	36.03 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	112.50	2,025.00	2,475.00	55.00 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
001-511000-500512	Elections	0.00	0.00	15,700.00	15,700.00	-15,700.00	0.00 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	858.00	1,842.00	68.22 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	75.00	5,925.00	98.75 %
001-511000-500550	Operating Expenses	10,000.00	10,000.00	186.20	5,955.68	4,044.32	40.44 %
Department: 511000 - Commission Total:		210,994.00	210,994.00	26,350.37	128,586.71	82,407.29	39.06%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	71,490.00	71,490.00	0.00	66,490.00	5,000.00	6.99 %
Department: 511100 - Donation-Non Profits Total:		71,490.00	71,490.00	0.00	66,490.00	5,000.00	6.99%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	37,128.00	37,128.00	1,359.01	16,229.59	20,898.41	56.29 %
001-511200-500210	Employer Fica Taxes	2,841.00	2,841.00	103.97	1,241.55	1,599.45	56.30 %
001-511200-500220	Retirement	4,422.00	4,422.00	341.36	1,709.96	2,712.04	61.33 %
001-511200-500340	Sewer/wastewater	3,500.00	3,500.00	580.74	2,008.79	1,491.21	42.61 %
001-511200-500345	Contractual Services	0.00	0.00	0.00	580.00	-580.00	0.00 %
001-511200-500430	Electric Service	1,600.00	1,600.00	124.24	603.09	996.91	62.31 %
001-511200-500431	Water Service	4,200.00	4,200.00	680.13	2,344.36	1,855.64	44.18 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	0.00	620.62	2,379.38	79.31 %
001-511200-500506	Printing & Binding	0.00	0.00	0.00	2,490.00	-2,490.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,240.00	10,240.00	0.00	0.00	10,240.00	100.00 %
001-511200-500550	Operating Expenses	15,370.00	15,370.00	363.40	1,849.93	13,520.07	87.96 %
001-511200-500640	Capital Outlay - Equip & Mach	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Department: 511200 - Visitor Center Total:		85,801.00	85,801.00	3,552.85	29,677.89	56,123.11	65.41%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	22,250.21	312,860.07	283,951.93	47.58 %
001-513000-500140	Overtime Salaries	3,500.00	3,500.00	0.00	1,153.89	2,346.11	67.03 %
001-513000-500210	Employer Fica Taxes	46,750.00	46,750.00	1,638.35	21,658.46	25,091.54	53.67 %
001-513000-500220	Retirement	118,212.00	118,212.00	11,696.48	67,968.99	50,243.01	42.50 %
001-513000-500230	Group Insurance	102,707.00	102,707.00	6,598.29	57,848.57	44,858.43	43.68 %
001-513000-500315	Professional Services	29,000.00	29,000.00	0.00	3,700.00	25,300.00	87.24 %
001-513000-500320	Audit Expense	42,500.00	42,500.00	2,000.00	35,000.00	7,500.00	17.65 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	264.00	2,681.20	2,318.80	46.38 %
001-513000-500345	Contractual Services	40,000.00	40,000.00	4,193.44	36,108.99	3,891.01	9.73 %
001-513000-500463	Service Maintenance Contracts	58,000.00	58,000.00	370.54	48,485.80	9,514.20	16.40 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	417.47	3,082.53	88.07 %
001-513000-500508	Postage	5,500.00	5,500.00	663.53	3,609.20	1,890.80	34.38 %
001-513000-500510	Office Supplies	4,500.00	4,500.00	272.31	3,630.62	869.38	19.32 %
001-513000-500540	Dues & Subscriptions	8,200.00	8,200.00	294.96	3,191.70	5,008.30	61.08 %
001-513000-500545	Training	18,500.00	18,500.00	2,445.00	5,097.53	13,402.47	72.45 %
001-513000-500550	Operating Expenses	21,000.00	21,000.00	1,042.41	16,651.18	4,348.82	20.71 %
Department: 513000 - Administration Total:		1,103,681.00	1,103,681.00	53,729.52	620,063.67	483,617.33	43.82%

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	348,500.00	348,500.00	0.00	93,719.19	254,780.81	73.11 %
001-514000-500314	Litigation	94,860.00	94,860.00	0.00	225.00	94,635.00	99.76 %
001-514000-500319	Ethics Research, Training & Op	6,640.00	6,640.00	0.00	3,025.00	3,615.00	54.44 %
Department: 514000 - Town Attorney Total:		450,000.00	450,000.00	0.00	96,969.19	353,030.81	78.45%
Department: 519000 - General							
001-519000-500311	Advertisements	12,500.00	12,500.00	1,185.25	1,287.32	11,212.68	89.70 %
001-519000-500315	Professional Services	103,130.00	103,130.00	17,961.31	68,968.11	34,161.89	33.13 %
001-519000-500345	Contractual Services	50,350.00	50,350.00	11,247.49	49,503.87	846.13	1.68 %
001-519000-500349	Community Bus	328,187.00	328,187.00	9,115.92	55,852.16	272,334.84	82.98 %
001-519000-500451	Auto, Property & Liability Ins	157,000.00	157,000.00	0.00	146,776.66	10,223.34	6.51 %
001-519000-500452	Workers Compensation Insur	52,000.00	52,000.00	13,933.00	34,383.00	17,617.00	33.88 %
001-519000-500463	Service Maintenance Contracts	66,000.00	66,000.00	5,021.51	38,557.59	27,442.41	41.58 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
001-519000-500506	Printing & Binding	40,292.00	40,292.00	1,663.50	11,420.36	28,871.64	71.66 %
001-519000-500511	Computer Expense	10,000.00	10,000.00	0.00	13,884.60	-3,884.60	-38.85 %
001-519000-500525	Uniform Expense	225.00	225.00	90.79	90.79	134.21	59.65 %
001-519000-500550	Operating Expenses	27,900.00	27,900.00	359.08	34,460.62	-6,560.62	-23.51 %
001-519000-500552	Recycling And Solid Waste Exp	32,400.00	32,400.00	0.00	12,605.16	19,794.84	61.10 %
001-519000-500610	Capital Outlay Land/bldg Acqui	0.00	0.00	0.00	1,571,628.82	-1,571,628.82	0.00 %
Department: 519000 - General Total:		979,984.00	979,984.00	60,577.85	2,039,419.06	-1,059,435.06	-108.11%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	136,894.00	136,894.00	5,257.19	72,861.35	64,032.65	46.78 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	34.85	429.68	4,570.32	91.41 %
001-519100-500210	Employer Fica Taxes	11,238.00	11,238.00	405.88	5,583.18	5,654.82	50.32 %
001-519100-500220	Retirement	17,496.00	17,496.00	1,247.11	8,066.29	9,429.71	53.90 %
001-519100-500230	Group Insurance	23,150.00	23,150.00	1,534.03	13,218.13	9,931.87	42.90 %
001-519100-500311	Advertisements	21,800.00	21,800.00	0.00	7,420.00	14,380.00	65.96 %
001-519100-500315	Professional Services	63,400.00	63,400.00	954.83	39,375.19	24,024.81	37.89 %
001-519100-500345	Contractual Services	6,138.00	6,138.00	568.85	12,137.02	-5,999.02	-97.74 %
001-519100-500347	Programs	16,300.00	16,300.00	0.00	5,938.92	10,361.08	63.56 %
001-519100-500495	Special Events	179,400.00	179,400.00	11,212.24	51,178.60	128,221.40	71.47 %
001-519100-500506	Printing & Binding	9,948.00	9,948.00	65.00	7,899.20	2,048.80	20.60 %
001-519100-500540	Dues & Subscriptions	1,945.00	1,945.00	0.00	789.17	1,155.83	59.43 %
001-519100-500545	Training	500.00	500.00	0.00	498.00	2.00	0.40 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	0.00	1,444.04	-444.04	-44.40 %
Department: 519100 - Tourism and Community Outreach Total:		494,209.00	494,209.00	21,279.98	226,838.77	267,370.23	54.10%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	0.00	47,898.72	32,101.28	40.13 %
001-521000-500345	Contractual Services	5,681,422.00	5,681,422.00	473,451.83	3,292,567.84	2,388,854.16	42.05 %
001-521000-500352	Contract Services	6,000.00	6,000.00	0.00	4,996.19	1,003.81	16.73 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-521000-500550	Operating Expenses	6,000.00	6,000.00	0.00	209.90	5,790.10	96.50 %
001-521000-500640	Capital Outlay - Equip & Mach	3,000.00	3,000.00	0.00	4,755.00	-1,755.00	-58.50 %
Department: 521000 - Police Department Total:		5,778,422.00	5,778,422.00	473,451.83	3,350,427.65	2,427,994.35	42.02%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	899,910.00	899,910.00	74,992.50	524,947.50	374,962.50	41.67 %
Department: 523000 - Emergency Medical Services Total:		899,910.00	899,910.00	74,992.50	524,947.50	374,962.50	41.67%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	254,701.00	254,701.00	6,615.48	93,939.52	160,761.48	63.12 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	51.67	5,948.33	99.14 %
001-524000-500210	Employer Fica Taxes	19,644.00	19,644.00	521.20	7,401.28	12,242.72	62.32 %
001-524000-500220	Retirement	44,922.00	44,922.00	3,498.94	19,960.78	24,961.22	55.57 %
001-524000-500230	Group Insurance	50,804.00	50,804.00	1,797.40	17,841.23	32,962.77	64.88 %
001-524000-500315	Professional Services	55,000.00	55,000.00	8,414.56	38,850.47	16,149.53	29.36 %
001-524000-500345	Contractual Services	325,000.00	325,000.00	74,696.18	185,251.00	139,749.00	43.00 %
001-524000-500462	Fuel	0.00	0.00	200.54	455.69	-455.69	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	143.68	2,858.98	3,741.02	56.68 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	31.46	788.57	3,211.43	80.29 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	25.80	3,974.20	99.36 %
001-524000-500510	Office Supplies	3,000.00	3,000.00	0.00	65.99	2,934.01	97.80 %
001-524000-500525	Uniform Expense	400.00	400.00	0.00	0.00	400.00	100.00 %
001-524000-500540	Dues & Subscriptions	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00 %
001-524000-500545	Training	7,000.00	7,000.00	0.00	301.00	6,699.00	95.70 %
001-524000-500550	Operating Expenses	10,200.00	10,200.00	686.14	1,364.13	8,835.87	86.63 %
Department: 524000 - Development Services Total:		795,571.00	795,571.00	96,605.58	369,156.11	426,414.89	53.60%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	951,193.00	951,193.00	36,035.09	506,681.77	444,511.23	46.73 %
001-541100-500140	Overtime Salaries	55,000.00	55,000.00	2,717.34	30,176.44	24,823.56	45.13 %
001-541100-500210	Employer Fica Taxes	76,974.00	76,974.00	2,946.20	42,898.15	34,075.85	44.27 %
001-541100-500220	Retirement	134,288.00	134,288.00	11,444.19	70,667.95	63,620.05	47.38 %
001-541100-500230	Group Insurance	220,606.00	220,606.00	14,670.05	123,486.56	97,119.44	44.02 %
001-541100-500315	Professional Services	50,000.00	50,000.00	1,900.00	17,467.40	32,532.60	65.07 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	1,698.00	5,759.53	8,240.47	58.86 %
001-541100-500345	Contractual Services	363,100.00	363,100.00	11,607.65	104,684.80	258,415.20	71.17 %
001-541100-500410	Communications	47,000.00	47,000.00	10,084.63	41,139.33	5,860.67	12.47 %
001-541100-500430	Electric Service	48,000.00	48,000.00	4,555.24	24,145.43	23,854.57	49.70 %
001-541100-500431	Water Service	160,000.00	160,000.00	33,091.32	115,536.53	44,463.47	27.79 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	8,983.17	31,004.69	31,495.31	50.39 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	5,274.00	13,008.24	6,991.76	34.96 %
001-541100-500460	Equipment Maintenance	25,000.00	25,000.00	987.50	20,022.56	4,977.44	19.91 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	6,258.74	21,729.98	-7,729.98	-55.21 %
001-541100-500462	Fuel	50,000.00	50,000.00	7,181.50	17,266.74	32,733.26	65.47 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	2,012.96	14,454.39	6,250.61	30.19 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	49,350.00	74,870.00	32,630.00	30.35 %
001-541100-500508	Postage	250.00	250.00	8.49	621.15	-371.15	-148.46 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	124.74	1,625.26	92.87 %
001-541100-500520	Bldg. Maintenance	70,000.00	70,000.00	15,363.45	69,417.17	582.83	0.83 %
001-541100-500525	Uniform Expense	18,000.00	18,000.00	0.00	16,041.35	1,958.65	10.88 %
001-541100-500529	Street Light Maintenance	45,000.00	45,000.00	10,944.79	19,676.35	25,323.65	56.27 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	2,460.00	16,946.13	83,053.87	83.05 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	2,310.10	40,289.73	9,710.27	19.42 %
001-541100-500532	Signs	12,500.00	12,500.00	333.80	1,403.30	11,096.70	88.77 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	2,700.09	9,799.91	78.40 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	107.00	1,016.00	1,269.00	55.54 %
001-541100-500545	Training	6,000.00	6,000.00	121.08	1,098.37	4,901.63	81.69 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	802.05	9,197.95	91.98 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	5,833.29	48,243.27	21,756.73	31.08 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	6,906.00	16,261.00	33,739.00	67.48 %
001-541100-500640	Capital Outlay - Equipt & Mach	13,500.00	13,500.00	0.00	9,447.00	4,053.00	30.02 %
001-541100-500644	Capital Outlay-vehicles	40,000.00	40,000.00	4,660.01	23,161.21	16,838.79	42.10 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,927,651.00	2,927,651.00	259,845.59	1,542,249.40	1,385,401.60	47.32%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	102,698.00	102,698.00	8,522.57	58,727.54	43,970.46	42.82 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	0.00	123,000.00	141,000.00	53.41 %
001-572000-500345	Contractual Services	6,000.00	6,000.00	0.00	2,000.00	4,000.00	66.67 %
001-572000-500347	Programs	8,000.00	8,000.00	500.00	1,172.08	6,827.92	85.35 %
001-572000-500430	Electric Service	600.00	600.00	68.50	390.15	209.85	34.98 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	1,597.73	19,646.22	-11,646.22	-145.58 %
001-572000-500463	Service Maintenance Contracts	0.00	0.00	279.49	1,375.66	-1,375.66	0.00 %
001-572000-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-572000-500520	Bldg. Maintenance	30,000.00	30,000.00	-3,880.06	24,124.57	5,875.43	19.58 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-572000-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
001-572000-500550	Operating Expenses	75,000.00	75,000.00	15,697.76	47,364.01	27,635.99	36.85 %
001-572000-500640	Capital Outlay - Equipt & Mach	25,000.00	25,000.00	8,767.50	19,111.23	5,888.77	23.56 %
Department: 572000 - Recreation Total:		547,298.00	547,298.00	31,553.49	296,911.46	250,386.54	45.75 %
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	82,300.00	82,300.00	0.00	41,150.00	-41,150.00	50.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
001-581100-381106	Transfer From Parking Fund	305,000.00	305,000.00	0.00	152,500.00	-152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00 %
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-413,020.29	2,502,112.45	2,502,112.45	0.00 %
Fund: 101 - Special Revenue-Police Conf							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	219.86	219.86	0.00 %
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	219.86	219.86	0.00 %
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	30,983.00	30,983.00	0.00	0.00	-30,983.00	100.00 %
Department: 000000 - NonDesignated Total:		30,983.00	30,983.00	0.00	0.00	-30,983.00	100.00 %
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	950,850.00	950,850.00	145,513.51	1,290,952.99	340,102.99	135.77 %
102-302100-322105	Fire Plan Review Fees	17,000.00	17,000.00	1,146.36	7,382.00	-9,618.00	56.58 %
Department: 302100 - Building Permit and Inpection Total:		967,850.00	967,850.00	146,659.87	1,298,334.99	330,484.99	34.15 %
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,612.00	80,612.00	2,793.01	39,974.24	40,637.76	50.41 %
102-524100-500210	Employer Fica Taxes	6,167.00	6,167.00	252.11	3,639.30	2,527.70	40.99 %
102-524100-500220	Retirement	18,328.00	18,328.00	747.81	10,675.41	7,652.59	41.75 %
102-524100-500230	Group Insurance	14,926.00	14,926.00	809.90	7,713.69	7,212.31	48.32 %
102-524100-500315	Professional Services	100,000.00	100,000.00	1,140.00	19,380.00	80,620.00	80.62 %
102-524100-500345	Contractual Services	0.00	0.00	990.00	9,338.30	-9,338.30	0.00 %
102-524100-500402	Building Permit Services	665,000.00	665,000.00	499,785.62	785,829.79	-120,829.79	-18.17 %
102-524100-500463	Service Maintenance Contracts	0.00	0.00	0.00	318.47	-318.47	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	0.00	2,280.23	-780.23	-52.02 %
102-524100-500624	Capital Outlay-bldg. Improvemnt	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
102-524100-500640	Capital Outlay - Equipt & Mach	0.00	0.00	14,778.32	14,778.32	-14,778.32	0.00 %
102-524100-581001	Transfer To GF-OH Costs	82,300.00	82,300.00	0.00	41,150.00	41,150.00	50.00 %
Department: 524100 - Building Total:		998,833.00	998,833.00	521,296.77	935,077.75	63,755.25	6.38 %
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-374,636.90	363,257.24	363,257.24	0.00 %
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	224,296.00	224,296.00	0.00	0.00	-224,296.00	100.00 %
Department: 000000 - NonDesignated Total:		224,296.00	224,296.00	0.00	0.00	-224,296.00	100.00 %
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,303,077.00	1,303,077.00	126,039.64	680,267.10	-622,809.90	47.80 %
Department: 304000 - Charges for Services Total:		1,303,077.00	1,303,077.00	126,039.64	680,267.10	-622,809.90	47.80 %
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,000.00	1,000.00	1,178.22	2,497.88	1,497.88	249.79 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	1,178.22	2,497.88	1,497.88	149.79 %
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	73,880.00	73,880.00	2,908.38	30,477.79	43,402.21	58.75 %
103-535000-500140	Overtime Salaries	5,500.00	5,500.00	303.93	1,064.08	4,435.92	80.65 %
103-535000-500210	Employer Fica Taxes	6,073.00	6,073.00	245.84	2,413.68	3,659.32	60.26 %
103-535000-500220	Retirement	15,126.00	15,126.00	788.71	5,844.26	9,281.74	61.36 %
103-535000-500230	Group Insurance	9,184.00	9,184.00	444.91	3,648.18	5,535.82	60.28 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
103-535000-500340	Sewer/wastewater	850,000.00	850,000.00	83,039.95	483,985.49	366,014.51	43.06 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	1,020.40	21,575.29	38,424.71	64.04 %
103-535000-500430	Electric Service	24,000.00	24,000.00	2,361.41	10,777.21	13,222.79	55.09 %
103-535000-500431	Water Service	360.00	360.00	59.86	217.63	142.37	39.55 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	178,380.90	238,280.90	61,719.10	20.57 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	650.00	74,350.00	99.13 %
Department: 535000 - Sanitary Sewers Total:		1,528,373.00	1,528,373.00	269,554.29	798,934.51	729,438.49	47.73%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	-142,336.43	-116,169.53	-116,169.53	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	100.00 %
Department: 000000 - NonDesignated Total:		1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	100.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,134,209.00	1,134,209.00	49,458.10	1,101,615.59	-32,593.41	2.87 %
Department: 301050 - Fire Assessment Total:		1,134,209.00	1,134,209.00	49,458.10	1,101,615.59	-32,593.41	2.87%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	34,808.00	34,808.00	75.00	37,228.24	2,420.24	106.95 %
Department: 304000 - Charges for Services Total:		34,808.00	34,808.00	75.00	37,228.24	2,420.24	6.95%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	0.00	0.00	2,859.60	5,045.30	5,045.30	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	2,859.60	5,045.30	5,045.30	0.00%
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
115-522000-500315	Professional Services	52,300.00	52,300.00	0.00	10,649.50	41,650.50	79.64 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	0.00	8,400.00	0.00	0.00 %
115-522000-500345	Contractual Services	939,167.00	939,167.00	78,263.92	547,847.44	391,319.56	41.67 %
115-522000-500520	Bldg. Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
115-522000-500624	Capital Outlay-bldg. Improvemnt	306,000.00	306,000.00	0.00	0.00	306,000.00	100.00 %
115-522000-500644	Capital Outlay-vehicles	980,000.00	980,000.00	0.00	0.00	980,000.00	100.00 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
Department: 522000 - Fire Department Total:		2,344,367.00	2,344,367.00	78,263.92	591,896.94	1,752,470.06	74.75%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-25,871.22	551,992.19	551,992.19	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	1,148,866.00	1,148,866.00	0.00	0.00	-1,148,866.00	100.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	100.00 %
Department: 000000 - NonDesignated Total:		2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	100.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	0.00	-1,668,844.00	100.00 %
300-303000-344901	State of Florida- Funding Codrington	511,000.00	511,000.00	0.00	0.00	-511,000.00	100.00 %
Department: 303000 - Intergovernmental Revenues Total:		2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	100.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	3,959.23	8,260.26	7,660.26	1,376.71 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	3,959.23	8,260.26	7,660.26	1,276.71%
Department: 519000 - General							
300-519000-500120	Regular Salaries	51,847.00	51,847.00	1,627.50	24,262.79	27,584.21	53.20 %
300-519000-500210	Employer Fica Taxes	3,968.00	3,968.00	124.50	1,856.06	2,111.94	53.22 %
300-519000-500220	Retirement	14,995.00	14,995.00	492.97	7,158.49	7,836.51	52.26 %
300-519000-500230	Group Insurance	8,955.00	8,955.00	616.21	6,001.17	2,953.83	32.99 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
300-519000-500640	Capital Outlay - Equipt & Mach	263,000.00	263,000.00	0.00	88,277.30	174,722.70	66.43 %
	Department: 519000 - General Total:	342,765.00	342,765.00	2,861.18	127,555.81	215,209.19	62.79%
	Department: 519163 - OffsiteRoof Replacement						
300-519163-500630	Cap Outlay Imp other than bldg	331,000.00	331,000.00	30,456.00	304,560.00	26,440.00	7.99 %
	Department: 519163 - OffsiteRoof Replacement Total:	331,000.00	331,000.00	30,456.00	304,560.00	26,440.00	7.99%
	Department: 545100 - Downtown Parking Reconfiguration						
300-545100-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	43,269.22	43,269.22	-43,269.22	0.00 %
	Department: 545100 - Downtown Parking Reconfiguration Total:	0.00	0.00	43,269.22	43,269.22	-43,269.22	0.00%
	Department: 545101 - Downtown Commercial Refurbishm						
300-545101-500630	Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	0.00	183,535.02	1,016,464.98	84.71 %
	Department: 545101 - Downtown Commercial Refurbishm Total:	1,200,000.00	1,200,000.00	0.00	183,535.02	1,016,464.98	84.71%
	Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630	Cap Outlay Imp Other Than Bldg	215,545.00	215,545.00	-53,000.00	-50,291.09	265,836.09	123.33 %
	Department: 559025 - Bel Air - Sewall Repair - East Total:	215,545.00	215,545.00	-53,000.00	-50,291.09	265,836.09	123.33%
	Department: 559026 - Canal Dredging						
300-559026-500630	Cap Outlay Imp Other Than Bldg	380,000.00	380,000.00	655.70	41,152.24	338,847.76	89.17 %
	Department: 559026 - Canal Dredging Total:	380,000.00	380,000.00	655.70	41,152.24	338,847.76	89.17%
	Department: 559027 - Storm Water Rate Study						
300-559027-500630	Cap Outlay Imp Other Than Bldg	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
	Department: 559027 - Storm Water Rate Study Total:	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%
	Department: 572200 - Beach Renourishment						
300-572200-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	2,463.87	-2,463.87	0.00 %
	Department: 572200 - Beach Renourishment Total:	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
	Department: 575201 - Pedestrian Amenities						
300-575201-500630	Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	1,043.82	48,956.18	97.91 %
	Department: 575201 - Pedestrian Amenities Total:	50,000.00	50,000.00	0.00	1,043.82	48,956.18	97.91%
	Department: 576135 - Street Project Codrington Drive						
300-576135-500630	Cap Outlay Imp Other Than Bldg	1,700,000.00	1,700,000.00	66,743.67	75,155.80	1,624,844.20	95.58 %
	Department: 576135 - Street Project Codrington Drive Total:	1,700,000.00	1,700,000.00	66,743.67	75,155.80	1,624,844.20	95.58%
	Department: 577100 - Friedt Park						
300-577100-500630	Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00 %
	Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00%
	Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-87,026.54	-720,184.43	-720,184.43	0.00%
	Fund: 310 - Parking Fund						
	Department: 302000 - Licenses & Permits						
310-302000-313101	Pilop Fee	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
	Department: 302000 - Licenses & Permits Total:	20,000.00	20,000.00	0.00	60,350.00	40,350.00	201.75%
	Department: 304000 - Charges for Services						
310-304000-344500	Parking Permits	140,000.00	140,000.00	11,673.00	144,750.29	4,750.29	103.39 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	0.00 %
310-304000-344551	South Ocean	190,000.00	190,000.00	29,660.20	180,881.72	-9,118.28	4.80 %
310-304000-344552	Ocean Front Meters	300,000.00	300,000.00	38,918.20	266,330.99	-33,669.01	11.22 %
310-304000-344553	Commercial Blvd. Meters	75,000.00	75,000.00	9,348.83	59,599.96	-15,400.04	20.53 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	20,172.51	127,682.69	-72,317.31	36.16 %
310-304000-344555	Palm Portal- Fdg	80,000.00	80,000.00	12,520.55	77,614.72	-2,385.28	2.98 %
310-304000-344556	El Prado Parking Lot	450,000.00	450,000.00	60,541.11	387,369.85	-62,630.15	13.92 %
310-304000-344558	Town Hall Parking Lot	27,000.00	27,000.00	3,557.56	18,385.01	-8,614.99	31.91 %
310-304000-344559	El Mar Parking Lot	200,000.00	200,000.00	22,990.58	167,147.27	-32,852.73	16.43 %
310-304000-344560	A1A Parking Lot	450,000.00	450,000.00	68,410.71	419,451.39	-30,548.61	6.79 %
310-304000-344563	Bougainvilla/ Poinciana	130,000.00	130,000.00	26,785.18	144,063.53	14,063.53	110.82 %
	Department: 304000 - Charges for Services Total:	2,336,024.00	2,336,024.00	304,578.43	2,087,301.42	-248,722.58	10.65%

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	100,000.00	100,000.00	16,538.03	76,793.61	-23,206.39	23.21 %
Department: 305000 - Fines & Forfeitures Total:		100,000.00	100,000.00	16,538.03	76,793.61	-23,206.39	23.21%
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	1,000.00	1,000.00	5,480.79	10,749.03	9,749.03	1,074.90 %
310-306000-362001	Bougainvilla Rent	0.00	0.00	10,584.25	10,584.25	10,584.25	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	16,065.04	21,333.28	20,333.28	2,033.33%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	163,721.00	163,721.00	6,375.33	89,921.64	73,799.36	45.08 %
310-545000-500140	Overtime Salaries	3,500.00	3,500.00	402.66	4,087.38	-587.38	-16.78 %
310-545000-500210	Employer Fica Taxes	12,793.00	12,793.00	471.84	6,464.31	6,328.69	49.47 %
310-545000-500220	Retirement	27,291.00	27,291.00	1,697.50	14,843.90	12,447.10	45.61 %
310-545000-500230	Group Insurance	40,301.00	40,301.00	2,676.33	29,380.85	10,920.15	27.10 %
310-545000-500345	Contractual Services	400,000.00	400,000.00	35,625.15	206,853.64	193,146.36	48.29 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	53,256.56	129,545.24	45,454.76	25.97 %
310-545000-500410	Communications	3,300.00	3,300.00	155.17	1,041.64	2,258.36	68.44 %
310-545000-500430	Electric Service	6,200.00	6,200.00	774.22	3,916.59	2,283.41	36.83 %
310-545000-500431	Water Service	25,000.00	25,000.00	3,505.50	9,962.10	15,037.90	60.15 %
310-545000-500445	Equip Rent/lease	12,800.00	12,800.00	0.00	0.00	12,800.00	100.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	0.00	3,351.43	1,648.57	32.97 %
310-545000-500462	Fuel	20,000.00	20,000.00	1,437.47	4,212.01	15,787.99	78.94 %
310-545000-500463	Service Maintenance Contracts	31,920.00	31,920.00	0.00	37,266.10	-5,346.10	-16.75 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
310-545000-500506	Printing & Binding	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
310-545000-500508	Postage	3,000.00	3,000.00	56.88	341.90	2,658.10	88.60 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	252.44	747.56	74.76 %
310-545000-500525	Uniform Expense	4,000.00	4,000.00	1,626.60	2,752.93	1,247.07	31.18 %
310-545000-500532	Signs	13,000.00	13,000.00	2,262.26	8,668.93	4,331.07	33.32 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	1,952.75	36,047.25	94.86 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
310-545000-500550	Operating Expenses	30,000.00	30,000.00	5,511.52	11,930.52	18,069.48	60.23 %
310-545000-500610	Capital Outlay Land/Bldg Acqui	0.00	0.00	0.00	2,000,000.00	-2,000,000.00	0.00 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	55,600.00	55,600.00	0.00	0.00	55,600.00	100.00 %
310-545000-500644	Capital Outlay-vehicles	20,264.00	20,264.00	802.42	14,703.03	5,560.97	27.44 %
Department: 545000 - Parking Operations Total:		1,118,690.00	1,118,690.00	116,637.41	2,581,449.33	-1,462,759.33	-130.76%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	100.00 %
Department: 545152 - Land Acquisitions Total:		1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	100.00%
Department: 581100 - Interfund Transfers							
310-581100-500912	Transfer To General Fund	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	220,544.09	-488,171.02	-488,171.02	0.00%
Report Surplus (Deficit):		0.00	0.00	-822,347.29	2,093,056.76	2,093,056.76	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund						
000000 - NonDesignated	477,342.00	477,342.00	0.00	0.00	-477,342.00	100.00%
301000 - Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	370,040.44	9,495,923.75	-305,833.25	3.12%
301100 - Utility Taxes	1,086,000.00	1,086,000.00	99,892.18	600,554.46	-485,445.54	44.70%
301600 - Franchise Taxes	801,800.00	801,800.00	56,551.59	440,272.19	-361,527.81	45.09%
302000 - Licenses & Permits	186,500.00	186,500.00	6,927.69	154,624.81	-31,875.19	17.09%
303000 - Intergovernmental Revenues	1,264,309.00	1,264,309.00	121,127.88	630,746.85	-633,562.15	50.11%
304000 - Charges for Services	13,000.00	13,000.00	630.00	12,110.00	-890.00	6.85%
305000 - Fines & Forfeitures	65,000.00	65,000.00	8,512.03	29,254.38	-35,745.62	54.99%
306000 - Miscellaneous Revenues	212,003.00	212,003.00	25,237.46	211,713.42	-289.58	0.14%
511000 - Commission	210,994.00	210,994.00	26,350.37	128,586.71	82,407.29	39.06%
511100 - Donation-Non Profits	71,490.00	71,490.00	0.00	66,490.00	5,000.00	6.99%
511200 - Visitor Center	85,801.00	85,801.00	3,552.85	29,677.89	56,123.11	65.41%
513000 - Administration	1,103,681.00	1,103,681.00	53,729.52	620,063.67	483,617.33	43.82%
514000 - Town Attorney	450,000.00	450,000.00	0.00	96,969.19	353,030.81	78.45%
519000 - General	979,984.00	979,984.00	60,577.85	2,039,419.06	-1,059,435.06	-108.11%
519100 - Tourism and Community Outreach	494,209.00	494,209.00	21,279.98	226,838.77	267,370.23	54.10%
521000 - Police Department	5,778,422.00	5,778,422.00	473,451.83	3,350,427.65	2,427,994.35	42.02%
523000 - Emergency Medical Services	899,910.00	899,910.00	74,992.50	524,947.50	374,962.50	41.67%
524000 - Development Services	795,571.00	795,571.00	96,605.58	369,156.11	426,414.89	53.60%
541100 - Mun Srvsc - Public Works Div	2,927,651.00	2,927,651.00	259,845.59	1,542,249.40	1,385,401.60	47.32%
572000 - Recreation	547,298.00	547,298.00	31,553.49	296,911.46	250,386.54	45.75%
581100 - Interfund Transfers	437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-413,020.29	2,502,112.45	2,502,112.45	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	30,983.00	30,983.00	0.00	0.00	-30,983.00	100.00%
302100 - Building Permit and Inpection	967,850.00	967,850.00	146,659.87	1,298,334.99	330,484.99	34.15%
524100 - Building	998,833.00	998,833.00	521,296.77	935,077.75	63,755.25	6.38%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-374,636.90	363,257.24	363,257.24	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	224,296.00	224,296.00	0.00	0.00	-224,296.00	100.00%
304000 - Charges for Services	1,303,077.00	1,303,077.00	126,039.64	680,267.10	-622,809.90	47.80%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	1,178.22	2,497.88	1,497.88	149.79%
535000 - Sanitary Sewers	1,528,373.00	1,528,373.00	269,554.29	798,934.51	729,438.49	47.73%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-142,336.43	-116,169.53	-116,169.53	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	100.00%
301050 - Fire Assessment	1,134,209.00	1,134,209.00	49,458.10	1,101,615.59	-32,593.41	2.87%
304000 - Charges for Services	34,808.00	34,808.00	75.00	37,228.24	2,420.24	6.95%
306000 - Miscellaneous Revenues	0.00	0.00	2,859.60	5,045.30	5,045.30	0.00%
522000 - Fire Department	2,344,367.00	2,344,367.00	78,263.92	591,896.94	1,752,470.06	74.75%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-25,871.22	551,992.19	551,992.19	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	100.00%
303000 - Intergovernmental Revenues	2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	100.00%
306000 - Miscellaneous Revenues	600.00	600.00	3,959.23	8,260.26	7,660.26	1,276.71%
519000 - General	342,765.00	342,765.00	2,861.18	127,555.81	215,209.19	62.79%
519163 - OffsiteRoof Replacement	331,000.00	331,000.00	30,456.00	304,560.00	26,440.00	7.99%
545100 - Downtown Parking Reconfiguration	0.00	0.00	43,269.22	43,269.22	-43,269.22	0.00%
545101 - Downtown Commercial Refurbishm	1,200,000.00	1,200,000.00	0.00	183,535.02	1,016,464.98	84.71%
559025 - Bel Air - Sewall Repair - East	215,545.00	215,545.00	-53,000.00	-50,291.09	265,836.09	123.33%
559026 - Canal Dredging	380,000.00	380,000.00	655.70	41,152.24	338,847.76	89.17%

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
559027 - Storm Water Rate Study	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%
572200 - Beach Renourishment	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
575201 - Pedestrian Amenities	50,000.00	50,000.00	0.00	1,043.82	48,956.18	97.91%
576135 - Street Project Codrington Drive	1,700,000.00	1,700,000.00	66,743.67	75,155.80	1,624,844.20	95.58%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-87,026.54	-720,184.43	-720,184.43	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,000.00	20,000.00	0.00	60,350.00	40,350.00	201.75%
304000 - Charges for Services	2,336,024.00	2,336,024.00	304,578.43	2,087,301.42	-248,722.58	10.65%
305000 - Fines & Forfeitures	100,000.00	100,000.00	16,538.03	76,793.61	-23,206.39	23.21%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	16,065.04	21,333.28	20,333.28	2,033.33%
545000 - Parking Operations	1,118,690.00	1,118,690.00	116,637.41	2,581,449.33	-1,462,759.33	-130.76%
545152 - Land Acquisitions	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	100.00%
581100 - Interfund Transfers	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	220,544.09	-488,171.02	-488,171.02	0.00%
Report Surplus (Deficit):	0.00	0.00	-822,347.29	2,093,056.76	2,093,056.76	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-413,020.29	2,502,112.45	2,502,112.45
101 - Special Revenue-Police Conf	0.00	0.00	0.00	219.86	219.86
102 - Building Fund	0.00	0.00	-374,636.90	363,257.24	363,257.24
103 - Sewer Fund	0.00	0.00	-142,336.43	-116,169.53	-116,169.53
115 - Fire Fund	0.00	0.00	-25,871.22	551,992.19	551,992.19
300 - Capital Project Fund	0.00	0.00	-87,026.54	-720,184.43	-720,184.43
310 - Parking Fund	0.00	0.00	220,544.09	-488,171.02	-488,171.02
Report Surplus (Deficit):	0.00	0.00	-822,347.29	2,093,056.76	2,093,056.76

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of April 30,2023

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 4/30/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	9,129,945.27	0.01%	7,130.82	22,015.93
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.01%	Included Above	Included Above
GENERAL FUND						11,629,945.27		7,130.82	22,015.93
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	179,993.16	5.06%	745.62	4,398.64
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	87,325.98	5.06%	361.74	2,182.55
GENERAL FUND						267,319.14		1,107.36	6,581.19
GENERAL FUND						11,897,264.41		8,238.18	28,597.12
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	0.01%	Included Above	Included Above
POLICE FUND						15,659.60		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,498,691.69	0.01%	1,284.09	3,781.97
SEWER FUND						1,498,691.69		1,284.09	3,781.97
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		2,244,357.24	0.01%	1,670.07	4,836.40
FIRE FUND						2,244,357.24		1,670.07	4,836.40
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	5,013,287.49	0.01%	4,305.07	12,556.00
CAPITAL IMPROVEMENT FUND						5,013,287.49		4,305.07	12,556.00
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,553,004.08	0.01%	5,465.46	16,214.49
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.01%	106.43	307.61
PARKING FUND						5,701,875.08		5,571.89	16,522.10
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	973,889.00	0.01%	1,151.72	3,089.76
BUILDING FUND						973,889.00		1,151.72	3,089.76
ALL FUNDS						27,345,024.51		22,221.02	69,383.35

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of April 30, 2023

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		27,077,705.37	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		267,319.14	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		27,345,024.51	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	11,897,264.41	44%
	Police Fund	15,659.60	0%
	Sewer Fund	1,498,691.69	5%
	Fire Fund	2,244,357.24	8%
	Building Fund	973,889.00	4%
	Capital Improvement Fund	5,013,287.49	18%
	Parking Fund	5,701,875.08	21%
GRAND TOTAL		27,345,024.51	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	27,077,705.37	99%
	Florida Prime/State Board of Admin.	267,319.14	1%
GRAND TOTAL		27,345,024.51	100%



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of:

- 5-23-23 Commission Workshop Minutes
- 5-23-23 Regular Commission Meeting Minutes

Recommendation: Accept / Approve

Attachments: Ex.1 5-23-23 Commission Workshop Minutes

Ex.2 5-23-23 Regular Commission Meeting Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 23, 2023
5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. DISCUSSION ITEM

- **FY2023-2024 Budget Presentation**

Director of Budget and Finance Lucila Lang recalled that in the past, Town Staff has prepared a balanced budget based upon the Town’s operational and capital improvement needs. The budget was then presented to the Commission for review and comments, after which Staff would revisit the document and make any necessary changes. When information is provided by the Broward County Property Appraiser’s Office in July, including new rates, the budget is brought back to the Commission, which sets the preliminary millage rate. Staff would then revise the budget to make any necessary changes, which would then go through the budget process in September.

For fiscal year (FY) 2023-2024, Staff hopes to provide an opportunity for the Commission and the community to take a more “hands-on” approach to the budget process. They have reviewed the operations of each Department to determine their recurrent expenses and requirements necessary for the day-to-day operations of the Town. This information will be presented to the Commission tonight to provide an additional level of transparency to the budget process, as well as better insight into budget requests leading up to the establishment of the preliminary millage rate in July.

Town Manager Linda Connors added that Staff hopes to ensure as much Commission and public involvement as possible in the budget process. Any ideas the Commissioners would like to see added to the budget this year, or examined to

determine if funding is available, are requested at tonight's meeting. This meeting will be followed up in June to present funding associated with those ideas, and the Commission can decide how these items should be prioritized. This will give Staff a general idea of what would be needed to fund various enhancements based on the same or different millage rates.

Staff has removed all salaries, overtime, insurance and retirement fees, and taxes from all Departments' budgets, and compiled these amounts for discussion purposes. These expenses come to approximately \$3.5 million annually.

Town Clerk Katrina Adler noted that the Town Commission's operational costs are relatively straightforward. They include costs associated with Commission meetings, as well as professional services, membership dues, and training. This year's budget will also include election costs, as FY 2023-2024 is an election year.

Director of Budget and Finance Lang noted that in the past, Staff has asked that donation requests be submitted online, followed by in-person presentations by requesters at a Commission meeting. Staff has discussed whether or not the Town would like to place a limit on the amount to be requested, or on total donations. She requested feedback from the Commission on how to improve this process, recalling that in FY 2022-2023, the Town budgeted \$71,490 for donations.

Assistant to the Town Manager Courtney Easley reviewed expenses related to the Town's Visitor Center, beginning with contract labor. This cost does not include the two part-time Town employees who assist the Visitor Center, but covers a Staff member who provides assistance on a short-term basis if one of those employees is unavailable. Visitor Center expenses also include promotional materials, service contracts, utilities, and the website landing page as well as any auxiliary pages.

Assistant to the Town Manager Easley advised that Staff has discussed holding an optional open house event at the Visitor Center once or twice per year. This would allow the Town's businesses and hoteliers to provide ideas on how they would like to be marketed by the Town.

Town Manager Connors addressed basic costs related to the operations of the Town's administration. These include employee onboarding, electronic signature fees, operating expenses, and office supplies, among others. The current year's budget for these expenses is roughly \$235,000.

Proposed operational enhancements include employee team-building, a Strategic Plan, and transportation analysis. Staff has reached out to the Broward Metropolitan Planning Organization (MPO) to discuss ways the Town may access Broward County transportation surtax funds. The MPO recommended preparing an analysis in which these ideas may be documented so the Town can pursue these funds.

While the Town Attorney's operational costs are typically basic, the Town's ethics training is usually provided by the Town Attorney's law firm. If the Commission wishes to decrease the budget, this training could be provided elsewhere.

General government expenses include basic items such as information technology (IT) support, insurance, maintenance of service contracts, property management, and ad valorem taxes. Potential enhancements include creation of a replacement program for computer hardware, which would replace this equipment on a staggered basis over three to five years. Other possible enhancements include lobbying services and the mailing of *Town Topics* to every household. Staff hopes to go paperless in the future with this document.

Assistant to the Town Manager Easley reviewed operational costs associated with community tourism, along with costs associated with the Town's cable channel, public information services, updates to the Discover LBTS website and the Town's website, social media, music licensing, graphic arts, and the Town's four key events: the Fourth of July, Boo-By-The-Sea, Veterans' Day, and Christmas-By-The-Sea. The estimated budget for these expenses in FY 2023-2024 is \$300,000.

Potential operational enhancements include events, such as Bugfest/Dive Into Summer, Friday Night Music, Kids-By-The-Sea, Movies-By-The-Park, the Town's 75th anniversary celebration, Dancing-By-The-Sea, Yoga-By-The-Sea, and the Farmer's Market. The 75th anniversary event will be a one-time occurrence.

Town Manager Connors advised that the Town has received the proposed Police budget for FY 2023-2024, which includes a 3% increase over the previous year. Possible enhancements include enhanced patrol services, which would add to the basic Broward Sheriff's Office (BSO) services provided during the season. This would provide more Officers on the street during weekends and other busy times.

Development Services Director Jhanelle Campbell reviewed operational costs for that Department, which include the Comprehensive Plan, contractual services, office supplies, operating expenses, professional services, and training. Enhancements

proposed for FY 2023-2024 include a nuisance abatement program, which would enable Staff to address problem properties more quickly without going through the lengthy Special Magistrate process. This program would require an accompanying Ordinance.

Another proposed enhancement is a multi-hazard mitigation plan, which would include vulnerability assessments and may be helpful in securing Federal Emergency Management Agency (FEMA) grants. It could also help with insurance. A Florida-friendly landscaping program would also help educate the public about alternative landscaping opportunities which could save water.

Staff is currently working on creating more public-facing and accessible methods to access information from the Development Services Department. This will include finalization of a Geographic Information Systems (GIS) map, which can help identify any short-term and/or vacation rentals in a given neighborhood. Staff is also finalizing a Mid-century Modern brochure, which highlights examples of this architecture throughout the Town. A scavenger hunt could be added to this brochure to engage younger residents.

Deputy Town Manager/Public Works Director Ken Rubach advised that some recreational funds were reallocated into Public Works in the FY 2023-2024 budget, including beach raking, buoys, and other equipment costs. The recreation account will remain for primary use by the Community, Visitor, and Senior Centers.

Most non-labor-related costs in Public Works come from contractual services, such as sidewalk cleaning, tree trimming, bathroom cleaning, preventive maintenance for trees, landscaping, and electrical maintenance, including street and intersection lighting.

Potential enhancements include enhanced bathroom cleaning, which began during the onset of the COVID-19 pandemic in 2020. The Town has contracted with a company that cleans restrooms and keeps them open until roughly 8:30 p.m. Enhanced beach maintenance began in 2019 when the Town began experiencing significantly heavy flows of seaweed. Both the north and south beaches are raked seven times per week.

Enhanced pressure washing for the new pavers is another possibility. At present, the Downtown area is cleaned twice per week. Staff proposes that this be increased to four times per week once the new pavers have been installed and sealed.

Assistant to the Town Manager Easley noted that many of the costs associated with the Senior Recreation Center have been moved to Public Works. The Town's contract with

the Senior Center operator is set to expire in August 2023. The new contract is estimated to run for the next five years. No enhancements were proposed for this item.

Development Services Director Campbell addressed the Building Fund, which has yearly operational costs including building permit processing and professional services. The FY 2022-2023 budget came to \$878,000. Possible enhancements for FY 2023-2024 include going paperless, digitization of building permits, and upgrading the Building Department website to make it more accessible to residents.

Town Manager Connors clarified that the Building Fund is separate from the Town's General Fund and is not related to the millage rate.

Deputy Town Manager/Public Works Director Rubach noted that the Town's Sewer Fund is considered an Enterprise Fund and is also separate from the General Fund. It is funded solely through sewer rates. Basic operations of the Town's sanitary sewer system encompasses areas south of Pine Avenue and include costs associated with treatment and conveyance via force main from Pompano Beach to Broward County's treatment plant.

Operational enhancements, which began two years ago, include sewer line maintenance. Public Works has lined 37 laterals in FY 2022-2023, of which approximately 20% were near failure.

Proposed enhancements for the Capital Fund include an art installation as part of the Town's 75th anniversary celebration, review of beach portal designs, and beach renourishment, for which the first payment will be made in FY 2023-2024. There will be two subsequent payments for this program. There is also one remaining canal in need of dredging.

The Downtown paving of El Mar Drive extends from alley to alley, and the paving of Commercial Boulevard would extend from A1A to the Plaza. This will provide a new roadway and allow for the installation of removable bollards, which can be used during special events. There have also been numerous requests for crosswalks, primarily on A1A. The Town is currently working on the crosswalk at 1800 South Ocean Drive with the Florida Department of Transportation and is considering another crosswalk further north in FY 2023-2024.

Roadway paving and refurbishment expenses include grinding and overlay of residential roadways, which are currently being identified. Sidewalk installation has been discussed

by previous Commissions. A crosswalk is proposed for Hibiscus Avenue from Bougainvillea Drive to Seagrape Drive.

Another potential enhancement is a stormwater rate study. After the previous study, projects in need of funding were identified. Staff is looking at the possibility of grant funding as well. There is also the option of stormwater tidal valve installation for outfall into the Intracoastal Waterway or canals. This proactive stance could help prevent the type of inundation seen in neighboring communities during recent flood events. Staff is also considering changing the lighting of the Town's tennis courts to LED technology, as well as replacing the fencing around those courts.

Deputy Town Manager/Public Works Director Rubach advised that another potential enhancement is an Opti-Com emergency preemption system, which would allow emergency vehicles to change stoplights. This would involve several traffic signals between the Fire Station and the Downtown area, as well as signals moving west over the bridge toward the two hospitals.

The Parking Fund pays for the daily operation of the Town's parking system. A number of cost-cutting measures were implemented in the current year, including removal of remaining pedestal meter heads. The Town hopes to encourage more widespread use of the parking app and use of parking station machines, which would free up Parking Staff for maintenance and enforcement activities.

Another possible enhancement would address the Town's Level 2 charging stations, for which the Town pays for electricity. The use of these stations, as well as the expense, has increased every year as electric vehicles become more common. Florida Power and Light (FPL) would install four Level 3 stations, which are faster chargers. These will be owned and maintained by FPL, and there will be a charge for their use.

Costs for Fire and Emergency Services include costs associated with the operation of the Fire Department and Emergency Medical Services (EMS). The Town annually transfers some of the monies from this fund to the General Fund.

Town Manager Connors explained that Staff requests a dialogue from the Commissioners on any additional enhancements they would like to be considered, as well as any they feel should be removed. She reiterated that Staff will bring back estimates associated with these expenses in June.

The Commissioners discussed the presentation, with Commissioner Strauss suggesting that they meet individually with Staff before the next workshop to discuss the proposed items further.

Vice Mayor Malkoon commented that he would like to see the full budget book before making any decisions on FY 2023-2024 budget items. Town Manager Connors emphasized that this is forthcoming; today's presentation is intended to provide more transparency on how the budget is prepared, as well as to provide an opportunity to add any other enhancements the Commission would like Staff to consider.

Vice Mayor Malkoon advised that he will reach out to the Town Manager regarding the potential donation of public art for the Town's 75th anniversary. Town Manager Connors explained that there will still need to be a budget for art, even if the Town knows they will be fundraising for this expense. The entire expense must be included in the budget, including the portion for which funds are expected to be raised.

Vice Mayor Malkoon also addressed donations, noting that most entities which request donations determine the amount requested using a specific methodology. He suggested that this process be streamlined, as donation requests have historically increased.

Vice Mayor Malkoon added that he did not know how significant the cost of ethics training may be, pointing out that the League of Cities provides free ethics training. Town Attorney Susan Trevarthen confirmed that this option would be the main alternative to having her firm provide this training.

With regard to replacement of computer equipment, Vice Mayor Malkoon asked if there might be lease options for these items.

Commissioner Oldaker stated that he would like Staff to evaluate the Town's Emergency Fund and how it might be increased, as storm threats have become more severe in recent years. He also recommended focusing on development of a program to improve employee retention.

Commissioner Oldaker continued that the emergency preemption program might be bundled together in the same category as cameras, electronic speed limit signs, speed bumps, and similar enhancements to create a complete traffic calming system. This would allow the Town to focus on different projects within this category rather than distributing them throughout the budget and addressing them sporadically. He also

noted that the Broward MPO has previously discussed improvements for the corridor between Commercial Boulevard and A1A as a single large project.

Deputy Town Manager/Public Works Director Ken Rubach advised that the Florida Department of Transportation (FDOT) and U.S. Army Corps of Engineers have proposed that work be done on the Commercial Bridge. He has requested that enhancements to the corridor be added to that project, which would require Town funding but would also provide an opportunity to take advantage of economies of scale to implement safety improvements.

Commissioner Strauss observed that he would like to see the total estimate for each category, as well as a comparison between the proposed FY 2023-2024 budget and the current year's budget. Town Manager Connors explained that the figures used to create the FY 2023-2024 budget are not yet available; the figures provided for each category are the amounts budgeted for FY 2022-2023. The FY 2023-2024 figures are expected to be available by the next workshop, which will be scheduled in June.

Commissioner Strauss suggested that the FY 2021-2022 figures could be shown for comparison. Mayor Vincent pointed out that these figures are available for the Commission's review.

3. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Ken Brenner, resident, requested that the Commission work with Staff to determine the "best and leanest possible" budget for the Town, noting that Lauderdale-By-The-Sea has one of the lowest millage rates in Broward County as well as high taxable value. He pointed out that most homes and condominiums have experienced significant insurance increases and assessments.

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

With no other business to come before the Commission at this time, the meeting was adjourned at 5:44 p.m.

Lauderdale-By-The-Sea
Town Commission Workshop
May 23, 2023

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 23, 2023
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

The Commissioners agreed by unanimous consensus to excuse Commissioner Theo Pouloupoulos’s absence from tonight’s meeting.

5. PRESENTATIONS

a. National Gun Violence Awareness Day Proclamation

Mayor Vincent read a Proclamation recognizing Friday, June 2, 2023 as National Gun Violence Awareness Day in Lauderdale-By-The-Sea.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. AMR April 2023 Report

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

b. BSO April 2023 Report

Captain Tom Palmer of the Broward Sheriff's Office (BSO) stated that Deputy Redl is the Deputy of the Month, noting his apprehension of a theft suspect.

Commissioner Oldaker asked if BSO can make traffic stops for golf carts operated by very young drivers. Captain Palmer replied that these vehicles will be stopped if they exhibit unsafe behavior or appear to be below driving age.

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

c. VFD April 2023 Report

Commissioner Strauss advised that any residents with questions regarding automated external defibrillators may bring the devices to the Volunteer Fire Department (VFD) for information at no charge. The VFD will also assist with the installation of child safety seats in vehicles.

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

8. TOWN MANAGER REPORT

a. Town Manager Report for May 23, 2023

Deputy Town Manager/Public Works Director Ken Rubach noted that emergency purchases were authorized by the Town Manager, including:

- Jarvis Hall air conditioning system repairs
- Lateral lining repair

Town Manager Connors advised that the air conditioning repair was approximately \$33,000, which is now before the Commission for after-the-fact approval. The Commissioners approved the purchase by consensus. The cost of the emergency sewer repair will be presented at the next meeting and is estimated at between \$40,000 and \$50,000.

Deputy Town Manager/Public Works Director Rubach continued that the Codrington Drive project is underway, and the contractor, Man-Con Inc., is removing pavers from driveways in order to install pipes and other structures. They are keeping residents informed of the project's progress.

Phase 2 of the Town's lateral lining project is now complete, with 37 linings completed. Roughly eight to ten of these were in a state of near failure, which would have created a blockage. Deputy Town Manager/Public Works Director Rubach concluded that this program has again paid for itself.

Town Manager Connors stated that the Town is still seeking to fill an open seat on the Planning and Zoning Board. Interested residents may email the Town Clerk or contact Development Services Director Jhanelle Campbell at 640-4219 with any questions.

Circuit officially began service in Lauderdale-By-The-Sea on May 1, 2023. The last day of Pelican Hopper service will be May 31, 2023. For the week of May 8 through May 14, 2023, its second week of operations, Circuit had 907 riders, averaging roughly 12 riders per hour. Circuit can also provide access to the Galt Ocean Mile.

A Special Magistrate meeting is scheduled for Thursday, May 25, 2023, and the Planning and Zoning Board will meet on June 7. Regular Town Commission meetings are currently scheduled for June 13 and June 27, with a follow-up budget meeting planned before the Commission meeting on June 27. The Commissioners agreed by consensus to cancel the June 13 meeting.

Town Manager Connors concluded that a case regarding the pier will go before the Special Magistrate at the May 25 meeting. Information will be emailed to the Commissioners and presented at the June 27 Commission meeting.

Commissioner Oldaker asked if extra applications are on record from the most recent round of appointments to the Planning and Zoning Board. Development Services Director Campbell stated that she would look into this further.

Town Manager Connors further explained that Circuit vehicles can accommodate six riders. Service can be provided through Circuit's mobile app and will take Lauderdale-By-The-Sea residents anywhere within the Town or the Galt Ocean Mile. They also offer "wave-and-ride" service. The waiting time for service is roughly 10 minutes. The Town subsidizes this service and is also looking into potential grant opportunities. Residents with questions may call Town Hall at 640-4200.

b. March 2023 Finance Report

Director of Budget and Finance Lucila Lang presented the March 2023 Finance Report, noting that the parking rates approved earlier in the year took effect on March 1. The hourly rate is \$3.50 and the daily rate is \$21.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. 5-9-23 Regular Commission Meeting Minutes

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

11. CONSENT AGENDA

- a. Resolution 2023-25 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AND SUBMIT THE APPLICATIONS AND ALL NECESSARY DOCUMENTS RELATED TO THE HAZARD MITIGATION GRANT PROGRAM AND APPROVING THE RECEIPT OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

Vice Mayor Malkoon requested further information on the types of mitigation that would be eligible for this program. Town Manager Connors explained that the Town is looking at applications for generators for Town Hall, impact-resistant garage doors for the Public Works building, and check valves and outfalls. The total funding request is approximately \$370,000.

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

12. OLD BUSINESS

a. Downtown Enhancement Design Option Elements and Project Update

Deputy Town Manager/Public Works Director Rubach recalled that the initial plans for the Downtown renovation project came before the Commission, to be followed by presentation of architectural and design elements. These included landscape architectural features such as the “knee wall” between restaurant seating areas and the planting beds. The design of this wall has been modified in order to discourage individuals from sitting on it.

Landscape architect Hugh Johnson presented potential color choices and finishes for the knee wall, adding that Staff has worked with State Contracting to modify the details of this feature. This will include a larger pre-cast element with a heavy sealant in order to maintain the wall’s color and allow for regular cleaning.

Deputy Town Manager/Public Works Director Rubach continued that Staff feels changing the tree lighting color from green to blue would work better with the pavers, landscaping, and wayfinding signage. Posts in the Dunes Plaza would be repainted to reflect this new color.

The Commission discussed prospective colors, as well as the expected lifespan of the painting of features. Deputy Town Manager/Public Works Director Rubach acknowledged that salt can be challenging to maintenance, and repainting is anticipated at some point.

Deputy Town Manager/Public Works Director Rubach also noted the importance of maintaining turtle lighting. The proposed new lighting can switch between regular LED lighting and turtle lighting. Lights not visible from the beach will use LED lighting.

Commissioner Oldaker commented that Downtown can appear very dark from A1A. Mr. Johnson advised that the project will increase the number of lighting poles all the way to the Pavilion. Business signage will extend to the Pavilion as well.

Mayor Vincent suggested that Town Staff reach out to the community, including Downtown businesses and residents, for input and consensus on the color choices. Town Manager Connors advised that the options could be sent to residents and businesses for a vote via email blast. She emphasized that a decision would need to be made before the June 27, 2023 Commission meeting.

Vice Mayor Malkoon stated that he would be satisfied either with Mr. Johnson's recommendation or with sending a blast email for a community vote. It was further clarified that landscaping will run parallel to the knee wall on one side only, but will not cover it. Commissioner Strauss was also in favor of allowing a vote on the options.

It was clarified that residents and businesses would be able to vote on both the knee wall and lighting options. Voting would begin this week and close by the end of the following week. Samples would also be available at Town Hall as well as Downtown if individuals would like a closer look at them.

Deputy Town Manager/Public Works Director Ken Rubach moved on to menu board signage, which he explained was based on the look of the Plazas. Commissioner Strauss noted that there may be a need for more signage in the future, as well as possible changes to signage for individual businesses. Deputy Town Manager/Public Works Director Rubach advised that more signposts can be added if necessary. The Commissioners were in favor of the menu boards as presented.

Town Manager Connors noted that the color of signage would match the colors chosen by the public for light fixtures. Staff is seeking to ensure the signage is as affordable as possible.

Vice Mayor Malkoon asked if additional signage will be ordered and stored. Deputy Town Manager/Public Works Director Rubach confirmed that this will be done. There was also discussion of adding artwork to the signage which would be consistent throughout both the eastern and western Downtown areas, although no decision has been made thus far regarding how art will be included in the signage.

The Commissioners agreed by consensus that the menu board signs are appropriate for the project.

Deputy Town Manager/Public Works Director Ken Rubach next addressed the proposed wayfinding signage, for which there are two options: one is inspired by Bugfest signage and shows where businesses are located, while the second option mimics the buoy signage that held maps and postings. The intent is to provide a directory to different types of businesses.

Staff's recommendation was for the first option. It was also noted that the second option would provide panels listing the types of stores in the area, which could be changed out if needed. The Commissioners discussed the options, determining by consensus that both could be used.

13. NEW BUSINESS

a. Lauderdale-By-The-Sea 75th Anniversary Celebration Update

Special Events and Marketing Coordinator Katie Anderson advised that 2024 will be the 75th anniversary of the Town of Lauderdale-By-The-Sea. Vice Mayor Malkoon has been appointed as Chair of the group which will design the marketing and festivities associated with this event. A committee has been formed and has met regularly since February 2023.

Staff recommends using a special 75th Anniversary logo in the Town's branding throughout the anniversary year. It will be included in documents, marketing, and anniversary-specific merchandise. Ideas for additional marketing include:

- Street banners featuring vintage photos, which would be hung throughout Commercial Boulevard, A1A, and El Mar Drive
- A timeline displayed in front of Town Hall, highlighting key moments in the Town's history
- "Then and now" photos to be displayed in front of existing hotels and businesses, depicting the origins of these buildings

Four community events have been proposed to highlight the anniversary:

- A commencement speech to be given at the Town's 2023 Christmas-By-The-Sea celebration
- Return of iconic former Town events, such as Taste of the Beach on March 6, 2024, which will highlight Town restaurants and businesses

- A Founders Day picnic tentatively scheduled for October 19, 2024, which will include games, live music, and food
- Enhancement to the Town's next Christmas-By-The-Sea in 2024 to wrap up the Town's year of celebration

The Committee requests \$75,000 to realize these concepts. Staff will also engage in fundraising efforts to identify sponsors and donations which can offset some of the costs.

Special Events and Marketing Coordinator Anderson provided the Commissioners with an example of the recommended logo.

Vice Mayor Malkoon recognized the members of the Committee: Roseann Minnet, Jim Silverstone, Corina Speller, and Peggy and Paul Novak. He explained that tonight's presentation is intended to stimulate feedback from the Commission, noting that any existing Town events during the anniversary, such as the Fourth of July parade, will also be rebranded for that year.

The Commissioners approved both the proposed logo and events by consensus. Vice Mayor Malkoon added that video will be taken of each event so it can appear in a summary presentation at the end of the anniversary year. The Committee and Staff are also working on ideas to encourage neighborhood involvement and ask that residents with older photos of the Town share them with Staff for the celebrations.

b. Coqui Surf Camp Special Event Application 2023

Special Events and Marketing Coordinator Anderson explained that Coqui Surf Foundation is a nonprofit organization which has submitted a special event application for consideration of a proposed Surf Camp, which would be held from June 12 through July 28, 2023. The event was held in 2022 in El Prado Park. The camp will include activities such as surf instruction, paddleboarding, skimboarding, arts and crafts, yoga, music, and other similar activities.

The Applicant anticipates an average of 15 campers per day, as well as six adult volunteers and spectators. Setup would begin at 8 a.m. in El Prado Park, with cleanup to be completed by roughly 3 p.m. The Applicant proposes the use of four canopies, two of which would be in the Park and two on the beach, as well as the placement of yard signs directing camp participants to the appropriate areas in El Prado Park during camp

hours. The Applicant also requests use of Town parking spots for loading and unloading.

Staff has reviewed the requests and proposes that two cars be allowed to park along the El Prado Park median for 30 minutes in the morning and 30 minutes in the evening. This would be similar to the load-in/load-out procedures used by the Farmers Market. Staff also recommends allowing up to three cars to be stacked along the El Mar Drive median for after-camp pickup.

The Applicant also requests three to four parking permits for camp counselors during the hours of the event. Staff suggests that instead, counselors be permitted to purchase an employee parking permit at the \$35 monthly rate. Permit holders can then park in designated employee parking lots, which significantly reduces the cost of parking.

The Applicant has requested that the event be posted on the DiscoverLBTS website. As this site is strictly reserved for Town events, Staff proposes that it be included in the weekly *Town Topics* blast email which is sent to residents.

The Applicant has requested that the \$250 application fee be waived, as they are a nonprofit organization providing a benefit to children in the community.

Staff requests that the Commission approve the event permit, approve the employee parking permit or waive parking costs, and make a determination on the \$250 application fee.

Special Events and Marketing Coordinator Anderson recalled that the Commission approved canopies and yard signage for last year's event, as well as a small sound system. Parking was permitted in the loading/unloading zones similar to those used by the Farmers Market. Counselors paid the hourly parking rate in 2022, and no internet marketing was done. Last year's event saw an average of six to ten campers per session. The Applicant expects there will be greater interest this year.

A representative of Coqui Surf Camp advised that the organization hopes to become more involved in the Town's outreach. He emphasized that it can be difficult for the organization to grow, and they would like to take a more proactive stance with regard to the community and sharing awareness of what they have to offer.

Commissioner Strauss advised that he would recommend following Staff's recommendations, as there is additional momentum for this year's event. He was in favor of refunding the application fee as well.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to follow Staff's recommendations.

Town Manager Connors clarified that the **motion** would approve the event permit, offer employee parking at \$35, and refund the \$250 application fee.

Motion carried 4-0.

14. COMMISSIONER COMMENTS

Commissioner Oldaker wished all present a safe and happy Memorial Day weekend.

Mayor Vincent extended his condolences to the family of former Fire Chief John Case, who recently passed away.

Mayor Vincent also addressed the Proclamation made earlier in the meeting in recognition of National Gun Violence Awareness Day, stating that he wished to call attention to other important public health and safety issues, including vehicle deaths, suicide, poisoning, drug overdoses, and mental health.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Susan Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any *ex parte* communications on the Items. Any members of the public wishing to speak on either Item were sworn in.

a. Conditional Use (2023-CU-01) request to construct a duplex dwelling within the RM-25 Zoning District for property located at 4200 N. Ocean Drive.

Development Services Director Campbell stated that this request is for conditional use of a duplex. The lot is currently vacant, although it was formerly occupied by a duplex which was demolished. The lot is approximately 50 ft. x 115 ft., or 0.13 acre, in size.

The RM-25 zoning district requires conditional use approval for a duplex. The building is proposed at a height of 24 ft. 11 in., which is within the Town's Charter restrictions. It meets all setback requirements for the zoning district and will provide four parking spaces as required for this type of development.

The project's Site Plan shows two units, one of which has three bedrooms and one of which has a single bedroom. The building will meet the definition of a duplex by including two individual accesses to the units. One unit is located on each floor.

Development Services Director Campbell showed renderings of the proposed project, which has undergone architectural review and was approved by the Town. Balconies and roof overhangs are compliant with Code. Staff feels the Application meets the required criteria for conditional use approval. The request was unanimously approved by the Planning and Zoning Board at their May 3, 2023 meeting.

Robert Tuthill, architect for the Applicant, stated that he has worked with Town Staff to ensure the Application was satisfactory.

Commissioner Oldaker observed that there are differences between the flat roof shown in the Applicant's renderings and the pitched roof shown on the elevations. Mr. Hill replied that both elements are in use, with a pitched roof at the taller portion of the building as well as a flat roof and canopy over the balcony.

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

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

b. Case Number 2023-V-01: Edward Maslanka (Applicant) Requests a Variance from Section 30-313(d)(1)(h) of the Town's Code of Ordinances, to permit the construction of a fence and gate within the required front setback for the property located at 291 Imperial Lane.

Development Services Director Campbell stated that this Application requests a fence and gate installation in the front setback of the property at 291 Imperial Lane. The property is a single-family home constructed in the 1990s and abuts the Intracoastal Waterway. Code requires a front setback of 25 ft. from the front property line. A variance from this requirement would be necessary to install the fence and gate.

Development Services Director Campbell advised that the 8 ft. 4 in. fence is shown at the edge of pavement, but would actually be placed at the property line. She showed photos of the subject property, noting that adjacent properties on both sides have fences and gates at the property line.

Seven conditions must be met in order for a variance to be approved. Staff feels the following criteria have been met:

- Special conditions and circumstances must exist and affect the land, structure, or building involved, preventing the reasonable use of this property
- Financial hardship is not a basis for granting the variance unless failure to grant the variance would render the property unusable as a permitted use in its zoning district

Development Services Director Campbell advised that the primary reason for the Applicant's request is to prevent individuals from accessing their property without permission when they are not at home. Because other properties on the same street are gated, the subject property is the only one which does not prevent individuals from accessing the Intracoastal Waterway through the lot.

At their May 3, 2023 meeting, the Planning and Zoning Board recommended approval of the Application; however, based on Staff's review of Code and the requirements for hardship, Staff does not recommend approval.

Vice Mayor Malkoon advised that he is familiar with the adjacent fenced properties, which received their variance requests in the 1990s. He noted that the subject property

previously had a fence on the property. Edward Maslanka, Applicant, confirmed that this was true; however, that fence has been removed.

Mr. Maslanka explained that he cannot place the fence at the 25 ft. setback because his house is only 24 ft. from the street. He added that another difficulty would compromise the royal palms on his property. He wished for his fence to match those of his neighbors.

Mayor Vincent and Vice Mayor Malkoon stated that they were in favor of granting the variance, as the property previously included a fence and the decision would not establish precedent. Commissioner Strauss added that the request is also sensible because the property is located in a cul-de-sac.

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

Town Attorney Trevarthen noted that because the Commission has indicated that they disagree with Staff's determination on the variance criteria, any motion approval should state that the criteria have been met.

Commissioner Oldaker made a motion, seconded by Vice Mayor Malkoon, that the Town Commission finds all criteria have been met in order to approve the variance. Motion carried 4-0.

19. ADJOURNMENT

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

Mayor Chris Vincent

ATTEST:

Lauderdale-By-The-Sea
Regular Town Commission Meeting
May 23, 2023

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Consent

Agenda Section: Old Business

Subject Title: Resolution 2023-26 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REVISED INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND OTHER MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE. **(Exhibit 3)**

Explanation: On April 25, 2023 the Town approved an interlocal agreement **(Exhibit 1)** with Broward County and other municipalities for solid waste disposal and recyclable materials. Since approval, Broward County has made additional amendments to the agreement **(Exhibit 2)** which include:

- Defining Legal Counsel and Authority Counsel Appointments
- Independent Counsel Scope of Services and Procedures for Retention
- Litigation Court Orders Impacting Authority Operations

History

In 2013, the Town and several other municipalities brought a lawsuit against Broward County regarding the equitable distribution of assets that remained at the termination of the Resource Recovery Board ("RRB"), styled *City of Sunrise et. Al. vs. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "RRB Lawsuit").

In 2015, the County, the Town and the other plaintiff municipalities reached a settlement of the Lawsuit under which the Town and other municipalities were paid over \$32 million and the County and municipalities agreed to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250 ("Alpha 250"), with the proceeds to be distributed among the municipalities, as further described in the Settlement Agreement (the "Settlement").

Recommendation: Approval of Resolution 2023-26, approving an **amended** interlocal agreement with Broward County and other municipalities for solid waste disposal and recyclable materials.

Exhibits: Ex. 1 Interlocal Agreement
Ex. 2 Interlocal Agreement Amendments
Ex. 3 Resolution 2023- 26

INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

1.5.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party’s (or Parties’) elected body’s approval pursuant to Section 16.1.5.

1.6.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect (“Independent Counsel Procedures”).

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the “Memorandum of Understanding

Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, “SWWG Co-Counsel”), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party’s right to invoke the separate dispute resolution provisions pursuant to Article 17.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative

vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing,

implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual

budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority (“Auditor”). The Auditor will, among other things, complete an annual audit of the Authority’s receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties’ respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida (“Flow Control Ordinance”). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party (“Conflicting Agreements”); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System,

except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the

Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs

(including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");
- (c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;
- (d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;
- (e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or
- (f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to

be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

- (a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;
- (b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;
- (c) any intentional, reckless, or negligent act or omission;
- (d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or
- (e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the

defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation,

or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as “Authority Property”), the Authority must provide a copy of the offer, letter of intent, or proposed agreement (“Offer”) to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority’s assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or

results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board,

including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date (“Future Applicable Law”), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority’s operations or that Party’s obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section 19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of ____, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2023

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

**REVISED SECTION 3.1
(STATUTORY CITATION DELETION)**

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, ~~189.4041~~, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

NEW SECTION 6.10

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or

(e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

REVISED SECTION 8.2.8

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

NEW SECTION 19.14

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders

impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

NEW SECTION 19.15

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

NEW SECTION 19.16

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section 19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REVISED INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND OTHER MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on April 25, 2023, pursuant to Resolution 2023-19, the Town Commission (“Commission”) of the Town of Lauderdale-By-The-Sea (“Town”) approved the Interlocal Agreement For Solid Waste Disposal And Recyclable Materials Processing Authority Of Broward County, Florida with Broward County and other municipalities (“Original Agreement”) and authorized execution of same; and

WHEREAS, before the parties executed the Original Agreement, Broward County revised the Original Agreement to amend certain terms and to add new terms relating to the Authority’s legal counsel, addressing damages and litigation, the County’s authority to implement programs notwithstanding the terms of the agreement, and the limitation on the Authority as to financial obligations as more specifically set forth in the attached Exhibit 2 (“Amendments”); and

WHEREAS, due to Broward County’s revisions to the Original Agreement, it is necessary to approve the revised agreement, which is attached as Exhibit 1 (“Revised Agreement”); and

WHEREAS, Town Staff recommends the Commission approve and authorize execution of the Revised Agreement, attached as Exhibit 1.

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

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

Section 2. Agreement Approval. The Revised Agreement with the County and participating municipalities attached as Exhibit 1, is hereby approved.

Section 3. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the Revised Agreement together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this 27th day of June 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

1
2 APPROVED AS TO FORM:
3
4
5 _____
6 Susan L. Trevarthen, Town Attorney

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

1.5.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party’s (or Parties’) elected body’s approval pursuant to Section 16.1.5.

1.6.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect (“Independent Counsel Procedures”).

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the “Memorandum of Understanding

Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, “SWWG Co-Counsel”), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party’s right to invoke the separate dispute resolution provisions pursuant to Article 17.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative

vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing,

implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual

budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority (“Auditor”). The Auditor will, among other things, complete an annual audit of the Authority’s receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties’ respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida (“Flow Control Ordinance”). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party (“Conflicting Agreements”); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System,

except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the

Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs

(including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");
- (c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;
- (d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;
- (e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or
- (f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to

be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

- (a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;
- (b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;
- (c) any intentional, reckless, or negligent act or omission;
- (d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or
- (e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the

defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation,

or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as “Authority Property”), the Authority must provide a copy of the offer, letter of intent, or proposed agreement (“Offer”) to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority’s assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or

results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board,

including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date (“Future Applicable Law”), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority’s operations or that Party’s obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section 19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of ____, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2023

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

**REVISED SECTION 3.1
(STATUTORY CITATION DELETION)**

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, ~~189.4041~~, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

NEW SECTION 6.10

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or

(e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

REVISED SECTION 8.2.8

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

NEW SECTION 19.14

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders

impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

NEW SECTION 19.15

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

NEW SECTION 19.16

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section 19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Old Business

Subject Title: RESOLUTION 2023-27 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH RAY QUALMANN MARINE CONSTRUCTION FOR EMERGENCY SEAWALL IMPROVEMENTS FOR THE BEL AIR DRIVE SEAWALL; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE PALM CLUB AND LEISURE GARDENS FOR REPAYMENT RELATED TO THE SEAWALL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: As part of the Town's FY 23 CIP the Bel Air Seawall was scheduled to be replaced with 254 lineal feet of new wall placed in front of the existing wall which had been deemed past its useful life. The wall has several owners which include the Town, Palm Club, and Leisure Gardens. In early April approximately a 10-foot section of the wall collapsed into the canal at which point emergency repairs were undertaken. Due to this development the Town Manager sought and received Commission approval to waive normal purchasing procedures via Section IV.L of the Purchasing Manual as it was in the best interest of the Town to move ahead as quickly as possible to get a contractor in place to begin the process of installing the new wall.

The Chappell Group was already in the process of completing a bid package for the project and with the waiver of normal bidding procedures reached out to several highly experienced marine construction companies. Ray Qualmann presented the lowest bid package at a cost of \$310,000.00 **(Exhibits 2 and 3)** which breaks down to \$1,220.47 per lineal foot. The project is anticipated to take approximately 13 weeks to complete. The budget for this project was approximately \$260,000.00 the remainder of the project will be funded through surplus funds available in the CIP.

When this project was originally brought forward several years ago the Commission directed staff when the project came to fruition that each individual party would be responsible for their own repairs as it made sense to have all sections of the wall completed at one time rather than three individual walls as this was a matter of public

safety as well as ensuring the integrity of the navigable waterway. The Town would pay the upfront cost of construction and then seek reimbursement from the other two parties. The Town has not included any repayment of engineering or permitting fees in the costs to the other two parties. In addition to the work authorization, Staff is also requesting authorization to move forward with this previous Commission directive and allow the Town Manager to negotiate payment and other terms with both Palm Club and Leisure Gardens. If for some reason the Town is not able to reach an agreement, a lien could be placed on the property until such time as repayment was made. The breakdown per party cost is listed below:

Responsible Party	Lineal Footage	Cost per Lineal Ft.	TOTAL
Town	97	\$1,220.47	\$118,386.21*
Palm Club	107	\$1,220.47	\$130,590.29
Leisure Gardens	50	\$1,220.47	\$ 61,023.50
TOTAL	254		\$310,000.00

**Based on the cost per lineal foot the breakdown would equal \$309,999.38. The remaining .62 cents has been added to the Town's portion to reach the \$310,000.00 contract cost.*

The Town over the past several years has been in communications with both parties regarding the upcoming cost. These costs have been sent to both entities and to date, Leisure Gardens was in agreement regarding repayment from our initial discussions. We have had several discussions with Palm Club as well regarding this matter but a solid commitment for repayment is still being discussed.

Recommendation:

1. Approve Resolution 2023-27 approving and authorizing the Town Manager to execute an agreement with Ray Qualmann Marine Construction for Bel Air Seawall Project in an amount not to exceed \$310,000.00
2. Authorize the Town Manager to negotiate repayment terms and other terms with Palm Club and Leisure Gardens to authorize the Project.

Exhibits:

- Ex. 1 Resolution 2023-27
- Ex. 2 Bid Tabulations
- Ex. 3 Ray Qualmann Agreement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

RESOLUTION 2023-27

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT WITH RAY QUALMANN MARINE CONSTRUCTION, INC. FOR EMERGENCY SEAWALL IMPROVEMENTS FOR THE BEL AIR DRIVE SEAWALL, IN AN AMOUNT NOT TO EXCEED \$310,000; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE PALM CLUB AND LEISURE GARDENS FOR REPAYMENT RELATED TO THE SEAWALL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) is in need of emergency seawall improvements (the “Seawall Improvements”) for the Bel Air Drive seawall owned by the Town, the Palm Club, and Leisure Gardens (the “Bel Air Seawall”); and

WHEREAS, due to the partial collapse of approximately a 10-foot section of the Bel Air Seawall in April 2023, the Town Commission approved the waiver of purchasing requirements for the Seawall Improvements pursuant to Section IV.L. of the Purchasing Manual as it was in the best interests of the Town; and

WHEREAS, the Town previously entered into a Professional Services Agreement with The Chappel Group for professional environmental services for the Seawall Improvements, including a benthic survey, permitting services, and preparation of bid documents; and

WHEREAS, The Chappell Group was in the process of completing a bid package for the Seawall Improvements and with the waiver of normal purchasing requirements solicited bids from several highly experienced marine construction companies; and

WHEREAS, Ray Qualmann Marine Construction, Inc. (the “Contractor”) submitted the lowest bid for the Seawall Improvements, in an amount not to exceed \$310,000, with the cost for the Seawall Improvements allocated as follows: the Town \$118,386.21; the Palm Club \$130,590.29; and Leisure Gardens \$61,023.50; and

WHEREAS, in accordance with prior directives from the Town Commission, the Town will pay the upfront costs for the the Seawall Improvements and then seek payment or reimbursement from the Palm Club and Leisure Gardens; and

36 **WHEREAS**, pursuant to Section IV.B. of the Town’s Purchasing Manual, emergency
37 procurements are exempt from the normal procurement procedures and requirements when there
38 is a clear and present threat to public health, property, welfare, safety, and other substantial loss to
39 the Town; and

40 **WHEREAS**, pursuant to Section IV.B. and Section IV.L. of the Purchasing Manual, the
41 Town Commission desires to waive purchasing requirements pursuant for the Bel Air Seawall due
42 to the emergency nature of the procurement requiring the Seawall Improvements to be
43 expedited; and

44 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
45 approve, and authorize the Town Manager to execute, an agreement with the Contractor for the
46 Services, attached as Exhibit “A,” in an amount not to exceed \$310,000 (the “Agreement”); and

47 **WHEREAS**, the Town Commission further deems it to be in the best interests of the Town
48 to authorize the Town Manager to negotiate and execute an agreement with the Palm Club and
49 Leisure Gardens for the repayment of the costs associated with the allocated share of the Seawall
50 Improvements, including any other necessary terms.

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

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

55 **Section 2. Competitive Solicitation Exempt.** The Town Commission finds the
56 Agreement with the Contractor for the Seawall Improvements is in the best interests of the Town
57 and exempt from competitive solicitation due to the emergency nature of the Seawall
58 Improvements, pursuant to Section IV.B and IV.L. of the Purchasing Manual, which exempts
59 emergency procurements.

60 **Section 3. Agreement Approved.** The Agreement with the Contractor for the Seawall
61 Improvements, attached as Exhibit “A,” in an amount not to exceed \$310,000, is hereby approved.

62 **Section 4. Authorization.** The Town Manager is hereby authorized to execute the
63 Agreement with Contractor for the Seawall Improvements, attached as Exhibit “A,” together with
64 such non-substantial changes as are acceptable to the Town Manager and approved as to form and

65 legal sufficiency by the Town Attorney. The Town Manager is further authorized to negotiate and
66 execute agreements with the Palm Club and Leisure Gardens for the repayment of the costs
67 associated with the allocated share of the Seawall Improvements, including any other necessary
68 terms.

69 **Section 5. Implementation.** The appropriate Town officials are authorized to do all
70 things necessary to carry out the aims of this Resolution.

71 **Section 6. Effective Date.** This resolution shall become effective immediately upon
72 its passage.

73 **PASSED AND ADOPTED** this 27th day of June, 2023.

74
75
76
77

MAYOR CHRIS VINCENT

78 Attest:

79
80
81

Katrina Adler, Town Clerk

82
83 APPROVED AS TO FORM:

84
85
86
87

Susan L. Trevarthen, Town Attorney
88

Town of Lauderdale-By-The-Sea Bel Air Seawall Project Agreement

THIS AGREEMENT dated the 27th day of June, 2023, between The **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “TOWN”) and **RAY QUALMANN MARINE CONSTRUCTION, INC.**, a Florida profit corporation (the “CONTRACTOR”).

1. DEFINITIONS

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

- 1.1 **Town Representative** means the Town Manager or the Deputy Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, the As-Built Drawings, attached hereto and incorporated herein as **Exhibit “A,”** Contractor’s Proposal related to the solicitation, , attached hereto and incorporated herein as **Exhibit “B,”** all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the As-Built Drawings, and Contractor’s Proposal.
- 1.4 **CONTRACTOR Representative** means **Mitchell Scavone, General Manager**, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means price compensation described or identified in Contractor’s Proposal.
- 1.7 **Work Site** means the location where Contractor is required to performed services in accordance with the Contract Documents.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

2. CONTRACT DOCUMENTS

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

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

3. SCOPE OF WORK

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

4. CONTRACT PRICE

The total contract price shall be \$310,000, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

5. MODIFICATION OF WORK SITE

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

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

6. FINAL COMPLETION

The CONTRACTOR shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within 91 calendar days of the TOWN'S issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within 105 calendar days of the TOWN'S issuance of the Notice to Proceed (the "Final Completion Date").

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

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

8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

- 9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT ARE EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.

- 9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".
- 9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

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

- 10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.
- 10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.
- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Work Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

- 11.1 General Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless and at TOWN'S option, pay for an attorney selected by TOWN, to defend the TOWN and the TOWN'S Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

- 11.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 9.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract Documents.
- 11.3 The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR and/or persons employed or utilized by the CONTRACTOR, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 11.4 The obligations of the CONTRACTOR under the Agreement shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
- 11.5 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the CONTRACTOR'S responsibility to indemnify, keep and save harmless and defend the TOWN or its respective officers, employees, agents and

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

instrumentalities as required herein. CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Owner, any sums due Contractor under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

11.6 The CONTRACTOR agrees to defend, hold harmless and indemnify the TOWN and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the TOWN, occurring on account of, arising from or in connection with the removal and replacement of any CONTRACTOR'S personnel performing services hereunder at the behest of the TOWN'S Representative. Removal and replacement of any CONTRACTOR'S personnel as used in this Section shall not require the termination or demotion of such CONTRACTOR'S personnel.

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

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

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. The payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

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

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

13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

Documents.

- 13.1.3 If the TOWN fails to appropriate funds for the Work, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.
- 13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
14. **NOTICE**
- All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:
- For TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236
- Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236
- For CONTRACTOR: Mitchell Scavone
General Manager
Ray Qualmann Marine Construction, Inc.
2860 NE 16TH Street
Pompano Beach, FL 33062
Office: 954-941-0132

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

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

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

15. LIQUIDATED DAMAGES

The TOWN and CONTRACTOR recognize that time is of the essence with respect to the Work and the TOWN would suffer financial loss if the Work is not completed within the time specified in the Time of Completion section above, subject to adjustments of the Contract Time as provided in the Contract Documents. The TOWN and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the TOWN if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, the TOWN and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay the TOWN, in addition to any other damages and/or remedies to which City may be entitled, the amount of \$100 per day for each calendar day after the Final Completion Date where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the TOWN due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of Contract execution.

16. WAIVER OF JURY TRIAL

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

17. SURVIVAL OF PROVISIONS

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

18. PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the service.

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

- b) Upon request by TOWN'S records custodian, provide TOWN with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by CONTRACTOR to TOWN, at no cost to TOWN, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with TOWN'S information technology systems. Once the public records have been delivered to TOWN upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- e) CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the TOWN.

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

19. SCRUTINIZED COMPANIES

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

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

21.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

21.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. ETHICS

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

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

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

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

21. MISCELLANEOUS

21.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.

21.2 The validity, construction and effect of this Agreement shall be governed by the laws

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

of the State of Florida. Venue shall lie in Broward County, Florida.

- 21.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.
- 21.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 21.5 Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 21.6 Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
- 21.7 No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 21.8 Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

not be awarded a public contract for a period of 1 year after the date of termination.

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

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

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

ATTEST:

By: _____
Linda Connors, Town Manager

Katrina Adler, Town Clerk

Date: _____

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**RAY QUALMANN MARINE
CONSTRUCTION, INC.**

WITNESS:

Signature of Witness

Printed Name of Witness

By: _____
Name, Title

_____, Corporate Secretary
(Corporate Seal)

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

EXHIBIT A

As-Built Drawings

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

**EXHIBIT B
Contractor's Proposal**



Resilient Environment Department

ENVIRONMENTAL PERMITTING DIVISION

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

November 18, 2022

Town of Lauderdale-by-the-Sea
Ms. Linda Connors, Town Manager
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308
E-mail: LindaC@lbts-fl.gov

Dear Ms. Connors:

This is to notify you of the Resilient Environment Department's (RED) action concerning your applications received June 24, 2022. The applications have been reviewed for a ACOE State Programmatic General Permit VI, a FDEP Exemption Verification and Broward County Environmental Resource License.

Florida Department of Environmental Protection (DEP) Exemption Verification– Granted

RED has the authority to review the project for compliance with Rule 62-330 and Chapter 373 of the Florida Administrative Code pursuant to an agreement between RED, DEP, and the South Florida Water Management District. The agreement is outlined in a document entitled "Delegation Agreement among the Florida Department of Environmental Protection, the South Florida Water Management District, and Broward County". Based on the information submitted, Exemption Verification/General Permit/Environmental Resource Individual Permit No. **06-0428568-001-EE** is hereby issued.

U.S. Army Corps of Engineers (ACOE) State Programmatic General Permit VI-R1 (SPGP) – Granted

RED has the authority to review the application for compliance with the requirements to receive an ACOE SPGP VI-R1 pursuant to an agreement entitled "Coordination Agreement between the U.S. Army Corps of Engineers (Jacksonville District) and Broward County Environmental Protection and Growth Management Department – State Programmatic Permit" Based on the information submitted, a SPGP VI-R1 is hereby issued for this project.

Broward County Environmental Resource License Review – Granted

RED has reviewed the project for compliance with Aquatic and Wetland Resource Protection Ordinance Sec. 27-331 through 27-341 of the Broward County Code. Based on the information submitted, Environmental Resource License No. **DF22-1203** is hereby issued.

The above named permittee/licensee is hereby authorized to perform the work per the approved drawings(s), plans, documents and specifications as submitted by the licensee, and made a part hereof. The above referenced approvals will remain in effect subject to the attached FDEP General Conditions, Broward County General Conditions, combined FDEP and Broward County Specific Conditions, and attached exhibits.

Should you wish to object to the Agency action or file a petition, please provide written objections, petitions and/or waivers within ten (10) days from the rendition of the action (refer to the attached "Variance and Administrative Review Procedures", Chapter 27 -10 through 27-14) to Director, EPD, 1 North University

Drive Plantation, FL 33324. The “Notice of Rights” addresses the procedures to be followed if you desire a public hearing or review of the Agency’s action.

Sincerely,

Linda Sunderland

Linda Sunderland, PWS
Environmental Program Supervisor
Environmental Permitting Division

November 18, 2022

Date

Enclosures:

County Environmental Resource License/State EE
Attachment A - Specific Exemption Rule
One copy of stamped drawings (8 pages)
Broward County RED Variance and Administrative Review Procedures
SPGP Special Conditions
SPGP General Conditions
Standard Manatee Conditions for In-Water Work, 2011, 2 pages
SPGP Commencement, Statement of Compliance and Transfer forms



Resilient Environment Department

ENVIRONMENTAL PERMITTING DIVISION

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

**ARMY CORPS OF ENGINEERS – SPGP VI-R1
FLORIDA STATE ENVIRONMENTAL RESOURCE PROGRAM
EXEMPTION VERIFICATION and
BROWARD COUNTY ENVIRONMENTAL RESOURCE LICENSE**

PERMITTEE/LICENSEE:

Town of Lauderdale-by-the-Sea
Ms. Linda Connors, Town Manager
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

FDEP Permit No.: 06-0428568-001-EE
RED License No.: DF22-1203
Date of Issue: 11/18/2022
Expiration Date of
Construction Phase: 11/18/2027
Project: Seawall Repair

This exemption verification and license is issued under the authority of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.). The activity is not exempt to operating agreements executed among the Department of Environmental Protection, Broward County, and the South Florida Water Management District, as outlined in a document entitled “Delegation Agreement Among the Florida Department of Environmental Protection, the South Florida Water Management District, and Broward County,” the Resilient Environment Department is responsible for reviewing and taking final agency action on this activity.

This project has also been reviewed in accordance with the provisions of Chapter 27, Article XI Sec. 27-331 through 27-341 of the Broward County Code. This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named application hereinafter called the licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

DESCRIPTION OF WORK

This project involves: (1) partial removal of the existing seawall cap; (2) installation of a new 254-linear foot seawall within 18 inches waterward of the existing seawall to remain; and (3) installation of a new 3’ wide seawall cap with 23 king piles and 23 batter piles. Total area of all over water structures shall not exceed 381 square feet. This license does not authorize dredging, nor does it authorize impacts to seagrasses or any other natural resources.

LOCATION OF WORK

This project is in a right-of-way along the waterward edge of Bel Air Drive and Bel Air Avenue Section 07, Township 49 South, Range 43 East, in the Town of Lauderdale-by-the-Sea, Florida. Adjacent to Folio Number: 494306000341.

Construction shall be in accordance with the ERL application received on June 24, 2022, the ERP application received on June 24, 2022, all additional information submitted, plans stamped by the Department (attached) and with all General and Specific Conditions of this license.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(12)(b) and (12)(d), Florida Administrative Code, from the need to obtain a regulatory permit under part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Not required

The activity does not appear to be located on sovereign submerged lands and does not require further authorization under chapter 253 of the Florida Statutes, or chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review – SPGP VI-R1 APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a separate permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to one additional year, if provisions of Special Condition 19 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and Broward County Environmental Protection and Growth Management Department, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

RED GENERAL CONDITIONS:

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by EPGMD pursuant to this chapter. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.
- (2) This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.
- (3) In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the licensee's premises during the entire life of the license.
- (6) By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to EPGMD, may be used by EPGMD as evidence in any enforcement proceeding arising under Chapter 27, except where such use is prohibited by § 403.111, F.S.
- (7) The licensee agrees to comply with Chapter 27, as amended.
- (8) Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.
- (9) The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and this Chapter 27.
- (10) This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.
- (11) If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.

(12) In addition to the general conditions set forth above, each license issued by EPGMD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPGMD. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.

(13) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

RED SPECIFIC CONDITIONS:

A. STANDARD CONDITIONS

(1) Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Commencement notification should include such information as the intended start date, estimated duration of construction, and the name and contact information of the firm contracted to do the work. **Failure to comply with this condition will result in enforcement action.**

(2) Any project caused environmental problem(s) shall be reported immediately to the Department's Environmental Response Line at 954-519-1499.

(3) All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.

(4) All watercraft associated with the construction and use of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging. **Specifically, there shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of any submerged resources or canal bottom at mean low water.**

(5) Turbidity screens, silt fences, or equivalent shall be properly employed and maintained as necessary to effectively contain suspended sediments and/or runoff during construction activities. **Dredging, filling, excavation, seawall removal, seawall construction, and other projects which result in similar degrees of disturbance to wet sediments shall in all cases employ turbidity control measures designed to effectively enclose the entire work area.**

(6) Turbidity levels shall be monitored and recorded if a visible turbidity plume is observed leaving the site during construction activities. If monitoring reveals that turbidity levels exceed 29 NTU's above natural background 50 feet downstream of the point of discharge, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(69) FAC].

B. CONSTRUCTION CONDITIONS

(7) The new seawall cap shall have a maximum width of 3' (1.5' over-water) for a total over-water area of 381 square feet, as measured from the wet face of the existing seawall panel to the waterward edge of the proposed decking and shall otherwise be constructed as shown on the attached drawings.

(8) No dredging is authorized by this license.

(9) If the approved license drawings and/or license attachments/plans conflict with the specific conditions, then the specific conditions shall prevail.

(10) Demolition and construction related debris must be disposed of at an approved upland location and may not be left in the waterway.

(11) This license does not eliminate the necessity to obtain any required federal, state, local or special district authorizations prior to the start of any activity approved by this license.

C. TURBIDITY CONDITIONS

(12) All watercraft associated with the proposed work and/or use of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging.

(13) The contractor shall be responsible to have functional turbidity monitoring equipment on site during all construction activities and shall be responsible for training construction personnel in its calibration, operation, and related license requirements.

(14) Return water containment booms shall not be removed until the turbidity levels in the containment area drop below the above referenced 29 NTU threshold.

(15) If a visible turbidity plume is observed leaving the site at any time, the licensee shall:

- (a) Immediately cease all work contributing to the water quality violation. Operations may not resume until the Department gives authorization to do so.
- (b) Notify the Department's Development and Environmental Regulation Division immediately at (954) 519-1499, referencing the license number and project name.
- (c) Stabilize all exposed material contributing to the water quality violation. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and/or repair any non-functioning turbidity containment devices.

(16) Twin turbidity screens, booms, curtains, or equivalent shall be affixed, anchored, or weighted to the existing seawall as depicted on the approved plans and shall span from water's surface to the substrate and shall be maintained as necessary during construction activities to minimize migration of turbidity into the adjacent waterway.

(17) Connected turbidity curtain segments shall be overlapped and tied at the top and bottom so as to prevent turbidity from escaping through gaps between segments.

(18) Turbidity curtains shall be deployed to effectively encapsulate the work area without impeding navigation in public waterways.

D. SEAWALL CONDITIONS

(19) The wetface of the new seawall shall be installed within 18" of the wetface of the existing seawall which shall remain. Should site conditions require adjustments during construction, the Department shall be notified immediately, and a modification of this license shall be required. Any deviation from this condition may result in enforcement actions.

(20) No dredging other than that required for proper installation of the proposed seawall paneling is authorized by this license.

(21) Backfill material shall be clean fill as defined by Section 27-332 of Broward County's Code.

E. SEAGRASS CONDITIONS

(22) Seagrass was observed adjacent to the project area. All personnel associated with the project shall be notified of the presence of seagrasses in the project area, the measures to be taken to avoid seagrass impacts, and the implications associated with unlicensed seagrasses impacts. Please be advised that impacts to seagrasses resulting from construction activities may result in enforcement action, including penalties and corrective action/mitigation.

(23) To minimize impacts to seagrasses from construction-related activities, pile driving shall be the method used to install all pilings.

(24) No permanent mooring of vessels will occur over seagrasses unless the water depth is three (3) feet or greater at mean low water.

F. PROTECTED MARINE SPECIES CONDITIONS

(25) All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The licensee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

(26) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(27) Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

(28) All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

(29) Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

(30) Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the licensee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut-down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

(31) Pursuant Broward County's Natural Resource Protection Code and Manatee Protection Plan (MPP) as amended, each boat or marine facility as defined in the Broward County Code with five (5) or more slips

located in coastal waters, is required to apply for and obtain a Marine Facility Operating License. Boat or Marine Facility “means a public or private structure, operation, or facility where boats are moored or launched, including commercial, recreational, private, governmental, and residential marinas, and boat ramps. A dry storage facility is considered a boat facility if the dry storage facility has the capability of launching vessels into adjacent waters or water access is provided adjacent to the project. Facilities such as long-term boat storage lots, boat yards, or boat dealership lots that do not have direct water access are not considered boat or marine facilities. Waterfront single-family residences and waterfront multislip facilities with less than five (5) slips are not considered boat or marine facilities.”

Please be advised if five (5) or more vessels are observed at this project location, a Marine Facility Operating License (MFOL) shall be required. A MFOL may only be issued through the issuance of an Environmental Resource License (ERL) and only if slips are available for allocation from the MPP pool of slips. Application fees include \$450.00 for the ERL and \$666.00 for each proposed slip. If slips are not available in the pool, a complete application may be placed on a time clock waiver until such time as slips become available. Until the license is issued, the vessel count must be reduced to below 5.

A MFOL when issued is valid for one (1) year and must be renewed annually prior to expiration. Renewal of a MFOL requires payment of an annual manatee conservation fee as established in Subsection 27-334 (c) 2 of the Broward County Code. The fee is currently \$32.00 per slip per year.

G. STANDARD SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

(32) The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

(33) The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

(34) Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service’s Protected Resources Division, St. Petersburg, Florida.

(35) All vessels associated with the construction project shall operate at “no wake/idle” speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

(36) If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

(37) Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service’s Protected Resources Division (727-824- 5312) and the local authorized sea turtle stranding/rescue organization.

(38) Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

H. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a

proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you revise your project after submitting the initial joint application, please contact us as soon as possible. Also, if you have any questions, please contact Michelle Decker at (954) 519-1228 or via e-mail at SLADD@Broward.org. When referring to this project, please use the County file number listed above.

Executed in Plantation, Florida.

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT as delegated by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Linda Sunderland

Linda Sunderland, PWS
Environmental Program Supervisor
Environmental Permitting Division

November 18, 2022

Date

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies were sent on the filing date below to the listed persons:

Army Corps of Engineers (via e-mail)

Katherine Meurer, The Chappell Group, Inc. (via e-mail)

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Sabrina Ladd 8/26/2022
Clerk Date

Attachment A

Chapter 62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(b) The restoration of a seawall or riprap under section 403.813(1)(e), F.S., where:

1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or riprap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose. See section 3.2.4 of Volume I for factors used to determine qualification under this provision;

2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap; and

3. Applicable permits under chapter 161, F.S., are obtained.

(d) Installation of batter piles, king piles, or a seawall cap, used exclusively to stabilize and repair seawalls, provided they do not impede navigation.

LBTS BEL AIR AVENUE PROJECT PLAN SET



LOCATION MAP (N.T.S.)

DRAWING INDEX

SHEET 1: COVER

SHEET 2: EXISTING
CONDITIONS

SHEET 3: PROPOSED
CONDITIONS

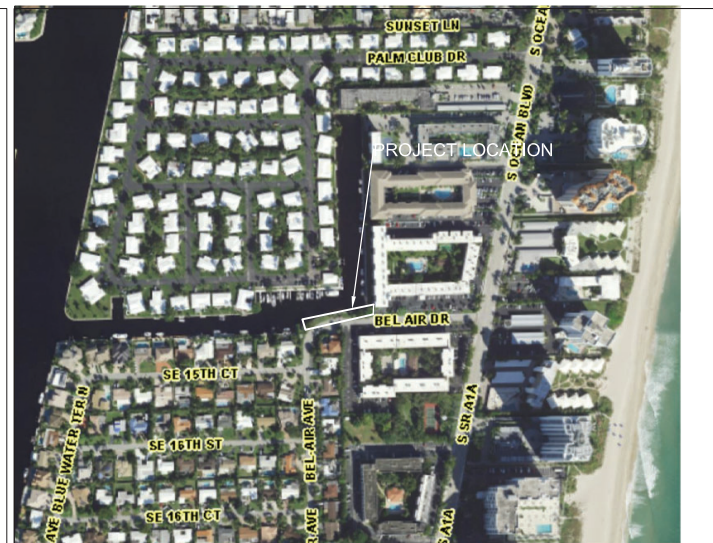
SHEET 4: SECTION A

SHEET 5: SECTION B

SHEET 6: DETAILS

SHEET 7: DETAILS

SHEET 8: DETAILS



VICINITY AERIAL (N.T.S.)

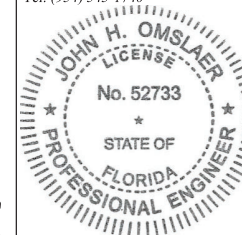
Broward County
11/18/2022 SSL

John H
Omslaer

Digitally signed by John H
Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inc@bellsouth.net
Date: 2022.08.05 10:02:42 -0400

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
**DYNAMIC ENGINEERING
SOLUTIONS, INC.**
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.,
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

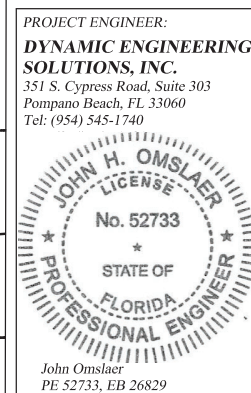
- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

COVER

Date: 1/11/2022	Sheet: 1	of: 8
Proj No.: 21-0064		



	EXISTING CONCRETE SEAWALL TO REMAIN (±180 LN. FT.)
	EXISTING CORAL ROCK WALL TO REMAIN (±140 LN. FT.)
	EXISTING PADDLE GRASS TO REMAIN (<i>Halophila decipiens</i> , ±1,102 SQ. FT.)

M.H.W. = 0.29' NAVD M.L.W. = (-)2.11' NAVD

NOTES:
SURVEY INFORMATION PROVIDED BY AVIROM &
ASSOCIATES, INC.

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC., AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

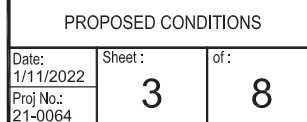


- *Environmental Consultants*
- *Marina & Wetland Permitting*
- *Mitigation Design & Monitoring*
- *T&E Species Surveys*
- *Tree Surveys/Appraisals*

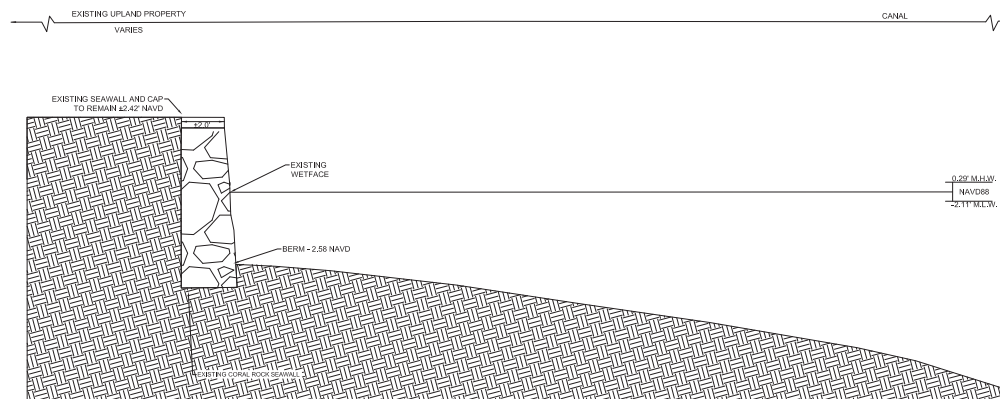
PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

EXISTING CONDITIONS

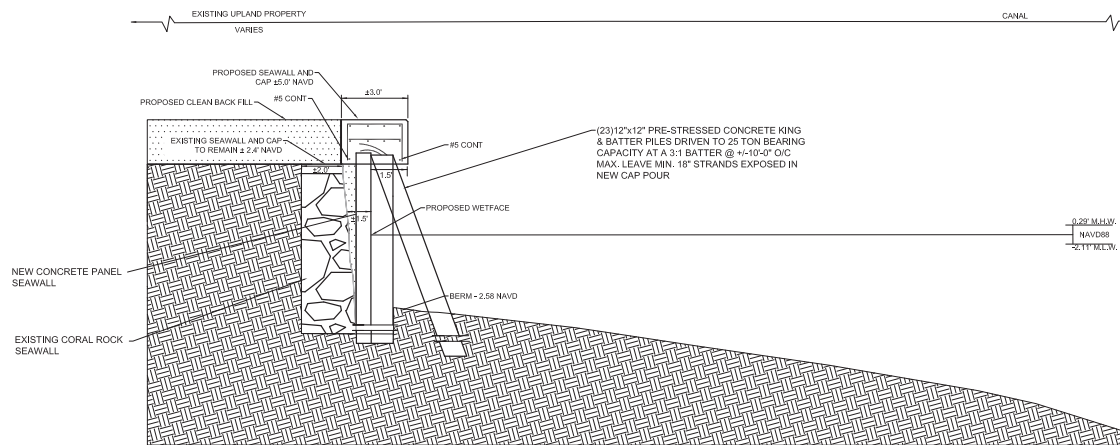
Date: 1/11/2022	Sheet : 2	of :
Proj No.: 21-0064		



EXISTING CONDITIONS A-A (TYP.)



PROPOSED CONDITIONS A-A (TYP.)

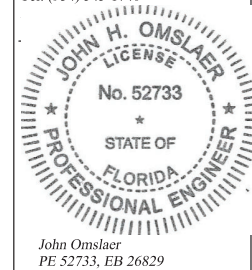


John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, I=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inca@bellsouth.net
Date: 2022.08.05 10:04:28 -04'00'

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
**DYNAMIC ENGINEERING
SOLUTIONS, INC.**
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.,
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1906
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

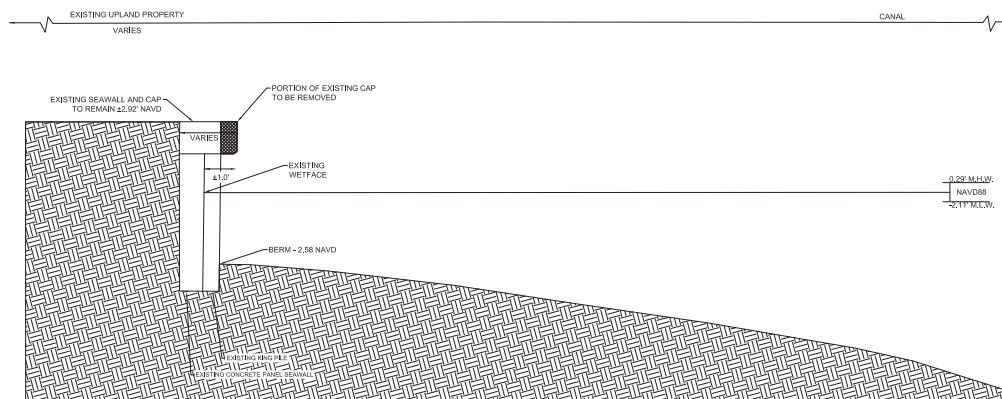
SECTIONS

Date: 1/11/2022	Sheet : 4	of : 8
Proj No.: 21-0064		

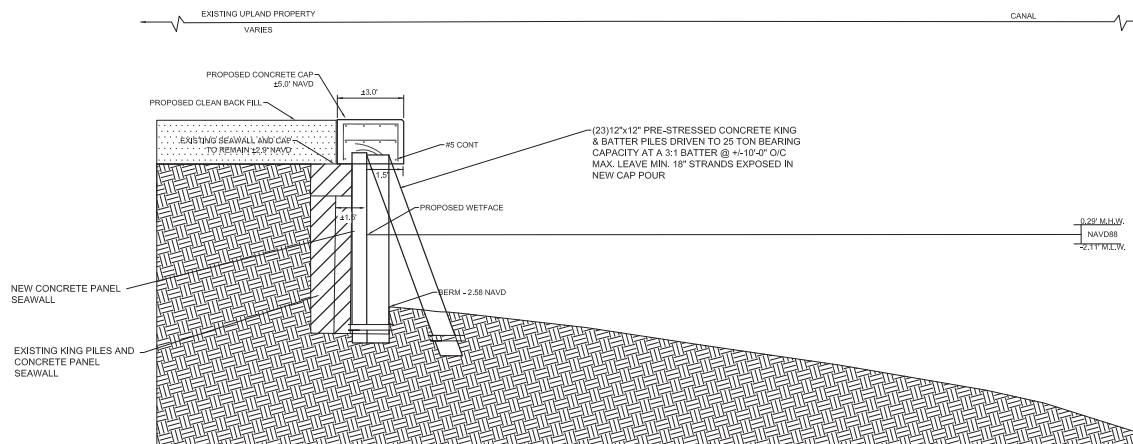
Broward County
11/18/2022 SSL

EXISTING CONDITIONS B-B (TYP.)

N.T.S.

**PROPOSED CONDITIONS B-B (TYP.)**

N.T.S.



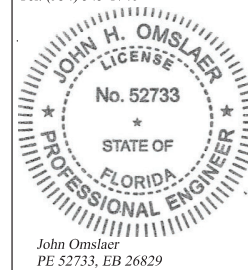
NOTE PROPOSED WETFACE TO BE NO GREATER THAN 18" WATERWARD OF EXISTING WETFACE

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, ou=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inc@bellsouth.net
Date: 2022.08.05 10:05:02 -04'00'

This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
DYNAMIC ENGINEERING SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

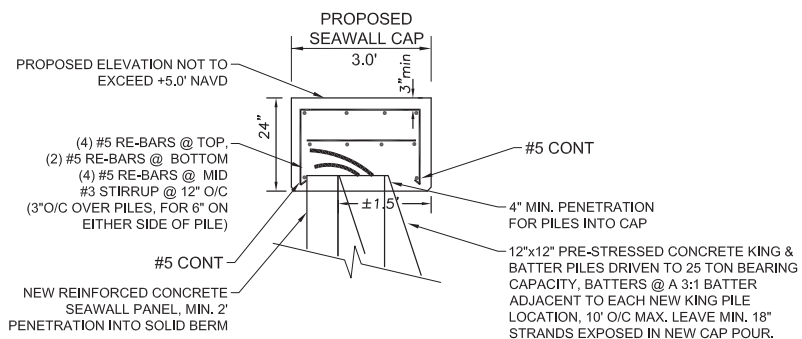
LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

SECTIONS

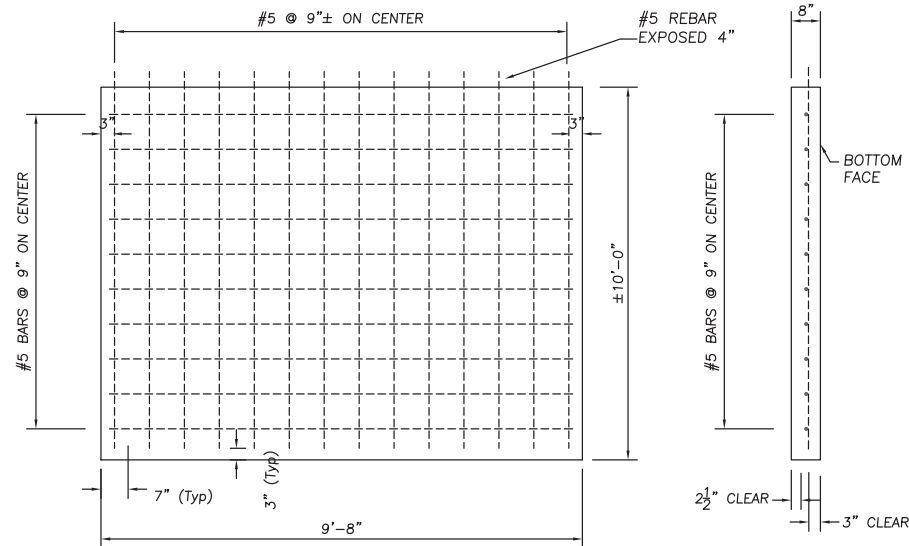
Date: 1/11/2022	Sheet: 5	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL



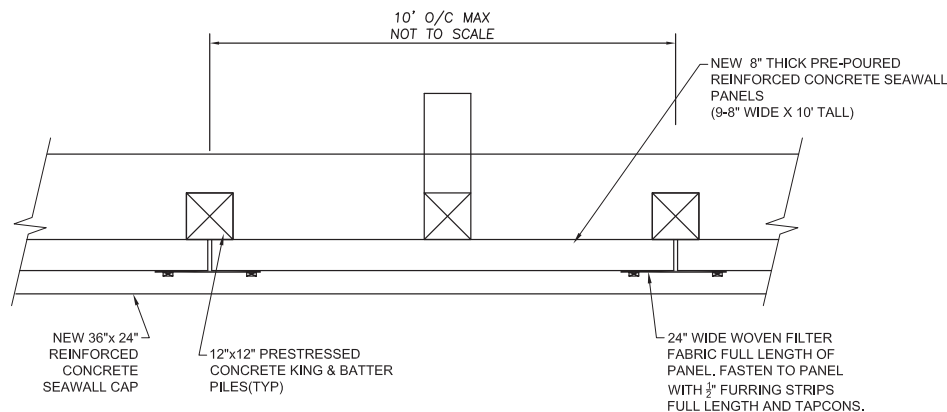
PROPOSED SEAWALL CAP

Scale: 3/8" = 1'



PANEL DETAIL

Scale: NOT TO SCALE



PROPOSED SEAWALL CAP

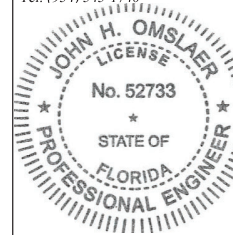
Scale: 3/8" = 1'

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, ou=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=deis_inc@bellsouth.net
Date: 2022.08.05 10:05:36 -04'00'

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
**DYNAMIC ENGINEERING
SOLUTIONS, INC.**
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.,
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

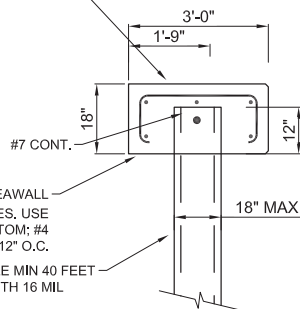
PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/11/2022	Sheet: 6	of: 8
Proj No.: 21-0064		

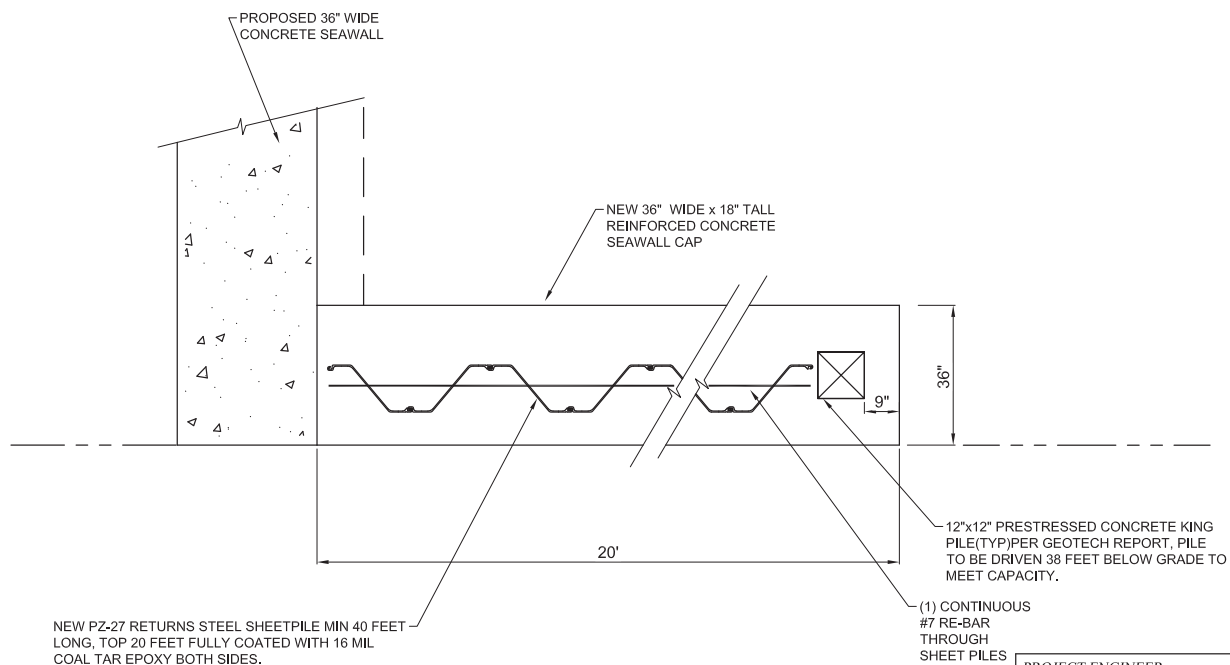
Broward County
11/18/2022 SSL

PROPOSED ELEVATION
OF SEAWALL CAP
(+5.0' NAVD)
(VERIFY ON SITE PLAN)



PROPOSED RETURN CAP SECTION
Scale: 3/8" = 1'

PROPOSED 36" WIDE
CONCRETE SEAWALL

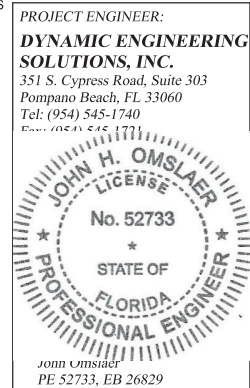


PROPOSED RETURN CAP
Scale: 3/8" = 1'

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=jdms@bellsouth.net
Date: 2022.08.05 10:06:15 -0400

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.



THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

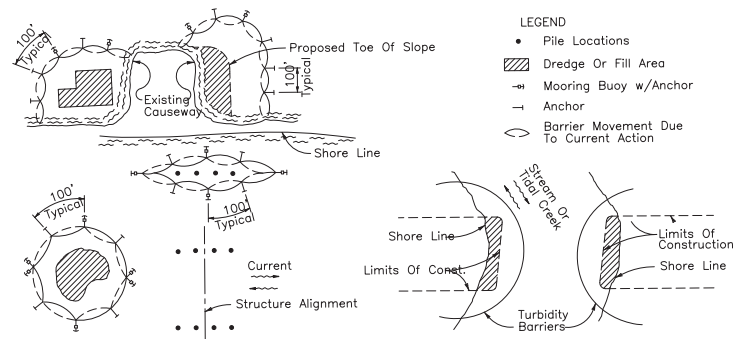
LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/11/2022	Sheet: 7	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL

**NOTES:**

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependant on current velocities.
3. Deployment of barrier around pile location may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

NOTE:

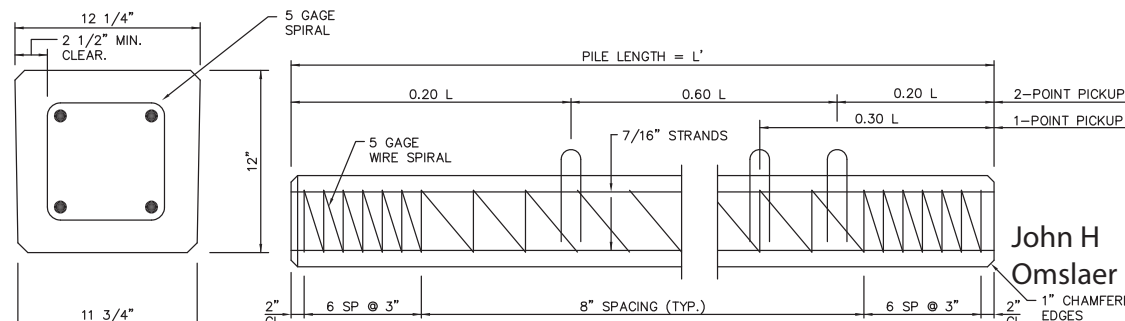
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types, or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans. However, payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and /or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

PILE NOTE:

CONCRETE COMPRESSIVE STRENGTH:
3000 PSI • RELEASE
5000 PSI • DRIVING
SPIRAL TO BE ASTM A-82 TIGHT HARD-DRAWN WIRE
STRANDS - USE FOUR 7/16" (270K)
LOW RELAXATION ASTM 416-87 UNCOATED
7-WIRE STRANDS TENSIONED TO 2.33 KIPS EACH
1-POINT PICKUP-MAXIMUM L = 50'
2-POINT PICKUP-MAXIMUM L = 62'

Turbidity Barrier

N.T.S.

**Concrete Pile Detail****Construction Barge(typ)**

N.T.S.

PILE DRIVING NOTES

1. Pile driving operations shall be observed by a special inspector, including test piles sufficient to determine the approximate length required to meet design capacity.
2. Piles shall be driven using an approved cushion block consisting of material so arranged so as to provide the transmission of the hammer energy.
3. Piles shall be driven to required capacity a minimum of 6 feet into rock or a minimum of 10 feet into yielding material.
4. Piles shall be driven with a drop hammer or gravity hammer provided the weight of the hammer is no less than 3000 pounds, and the fall of the hammer shall not exceed 6 feet.
5. Piles shall be driven with a variation of not more than 1" per foot from the vertical, or from the batter line indicated, with a maximum variation of the head of the pile from the position shown on the plans of not more than 3 inches.
6. Where piling must penetrate strata offering high resistance to driving, the structural engineer of record or special inspector may require that the piles be set in pre-drilled or punched holes. The piles shall reach their final penetration by driving.

CONCRETE NOTES

1. Concrete shall conform to ACI 318 (latest edition) and shall be regular weight, sulfate resistant, with a design strength of 5000 psi at 28 days with a maximum water-cementitious materials ratio, by weight, normal aggregate concrete of 0.40.
2. Owner shall employ and pay for testing services from an independent testing laboratory for concrete sampling and testing in accordance with ASTM.
3. Licensed contractor is responsible for the adequacy of forms and shoring and for safe practice in their use and removal.
4. Concrete cover shall be 3" unless otherwise noted on approved drawings.
5. Reinforcing steel shall be in conformance with the latest version of ASTM A615 Grade 60 specifications. All reinforcement shall be placed in accordance with ACI 315 and ACI Manual of Standard Practice.
6. Splices in reinforcing bars shall not be less than 48 bar diameters and reinforcing shall be continuous around all corners and changes in direction. Continuity shall be provided at corners and changes in direction by bending the longitudinal steel around the corner 48 bar diameters.
7. For repair of defective, cracked, or loose concrete, the areas must be cut out and the rebar must be cleaned by sandblasting, coated with zinc, and repaired with at least three inches of epoxy/concrete mix of gunnite concrete with sulfate-resistant cement cover.
8. A 1" deep control joint shall be sawcut in seawall cap at every other pile location, or maximum 20' O/C spacing.
9. Per section 2003.8.4.4 of the 2010 Florida Building Code, all aluminum in contact with concrete shall be protected with alkali-resistant coatings, such as heavy bodied bituminous paint or water-white methacrylate lacquer.

SHEET PILE DRIVING NOTES

1. Pile driving operations shall be observed by a special inspector, including test piles sufficient to determine the approximate length required to meet design capacity.
2. Piles shall be driven using an approved cushion block consisting of material so arranged so as to provide the transmission of the hammer energy.
3. Piles shall be driven to required capacity a minimum of 2 feet into rock or until refusal.
4. Piles shall be driven with a drop hammer or gravity hammer provided the weight of the hammer is applicable to the piling material, and the fall of the hammer shall not exceed 6 feet.
5. Piles shall be driven with a variation of not more than 1" per foot from the vertical, or from the batter line indicated, with a maximum variation of the head of the pile from the position shown on the plans of not more than 3 inches.
6. Where piling must penetrate strata offering high resistance to driving, the structural engineer of record or special inspector may require that the piles be set in pre-drilled or punched holes. The piles shall reach their final penetration by driving.

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano Beach, o=Dynamic Engineering Solutions Inc, ou=John H Omslaer, email=des_inc@bellsouth.net, Date: 2022.08.05 10:06:56 -04'

This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

GENERAL NOTES

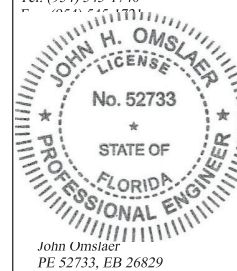
1. Construction to follow 2020 Florida Building code, 7th Edition and amendments as applicable and all local, state, and federal laws.
2. Contractor shall verify the existing conditions prior to commencement of the work. Any conflicts or omissions between existing conditions or the various elements of the working drawings shall be brought to the attention of the Engineer prior to the commencement of the work. Contractor and all subcontractors are responsible for all lines, elevations, and measurements in connection with their work.
3. Do not scale drawings for dimensions.
4. Contractor or customer to pay for all permit fees, inspections, and testing required.
5. Contractor to verify location of existing utilities prior to commencing work.
6. Contractor is responsible for all means, methods, and procedures of work.
7. Contractor to obtain all permits as necessary from all local, state, and federal agencies.
8. Contractor to properly fence and secure area with barricades.
9. Any deviation and/or substitution from the information provided herein shall be submitted to the Engineer for approval prior to commencement of work.
10. All unanticipated or unforeseen demolition and/or new construction conditions which require deviation from the plans and notes herein shall be reported to the Engineer prior to commencement of work.
11. All new materials and/or patchwork shall be provided to match existing materials and/or adjoining work where practical except as specifically noted herein.
12. Licensed contractor shall use all possible care to protect all existing materials, surfaces, and furnishings from damage during all phases of construction.
13. The licensed contractor to install and remove all shoring and bracing as required for the proper execution of the work.
14. All new work and/or materials shall conform to all requirements of each administrative body having jurisdiction in each pertaining circumstance.
15. All improvements must be placed by utilizing a survey from a licensed surveyor.
16. All elevations shown refer to national geodetic vertical datum (NGVD) of 1929.
17. Turbidity Barriers are to surround all in water construction areas during all construction activities.

CONCRETE PILE NOTES

1. Concrete pile concrete shall attain 6000 psi compressive strength in 28 days.
2. Concrete piles shall be reinforced with (4) #6 lo-lax strands, 270 kips, and #5 spiral ties.
3. Concrete piles shall be 12"x12" square, 20 feet minimum length.
4. Concrete piles shall be driven to a minimum bearing capacity of 25 tons.

PROJECT ENGINEER:**DYNAMIC ENGINEERING SOLUTIONS, INC.**

351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/11/2022	Sheet: 8	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL

Sec. 27-14. Administrative review of EPGMD determinations.

- (a) A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination made pursuant to this chapter concerning:
 - (1) The requirement that a facility or activity obtain a license or environmental review approval.
 - (2) Interpretations of license or environmental review approval conditions.
 - (3) Interpretations of variance conditions.
 - (4) The decision to suspend or revoke a license or environmental review approval.
 - (5) The requirement of certain license conditions.
 - (6) The issuance of a license or environmental review approval.
 - (7) The denial of a license or environmental review approval.
 - (8) The scope of a license or environmental review approval, geographic or otherwise.
 - (9) The scope of a variance, geographic or otherwise.
 - (10) The issuance of a stop work order.
 - (11) Similar final administrative determinations.

This administrative review procedure shall be the only means of review available for the above final administrative determinations by either the petitioner or the intervenor (the parties).

- (b) person may not obtain review by this procedure of:
 - (1) The issuance or adjudication of or other matters involving a notice of violation or a citation.
 - (2) Internal policy decisions
- (c) A person desiring a review of a staff determination made pursuant to this Chapter shall first bring the determination to the attention of the appropriate section supervisor to attempt to resolve the matter. If a resolution cannot be reached, then the decision shall be reviewed by successive supervisory levels until the issue is resolved or reaches the level of the director or his or her designee for the final determination.
- (d) A person desiring administrative review of a final determination made by the director or the designee shall file a petition with the director for review by the hearing examiner. The petition shall be filed within ten (10) days from the rendition of the action taken or of the decision made by the director. An entity whose license or approval is being challenged shall be a party to the action.
- (e) The review shall not be heard until the provisions of subsection (f) are met. Upon motion to the hearing examiner, an insufficient petition shall be dismissed with or without leave to refile. If a petition is determined to be insufficient by the hearing examiner and the petitioner has been given leave to refile by the hearing examiner, unless otherwise ordered by the hearing examiner, the petitioner must refile within ten (10) days of the rendition of the order of dismissal or the petition will be dismissed with prejudice.

- (f) A sufficient petition for review or petition for intervention in the review shall, at a minimum, contain the following information:
- (1) The nature of the determination sought to be reviewed.
 - (2) A short, plain statement of the facts which form the subject matter upon which the determination was made as asserted by all parties of record at the time that the petition is filed; a statement of the material facts in dispute, if any. If any party is unable to state the matters in sufficient detail at the time initial petition is filed, the petition may be limited to a statement of the issues involved; and thereafter, upon timely written motion, a more definite and detailed statement shall be furnished not less than seven (7) days prior to the date set for the hearing.
 - (3) The specific determination for which the review is sought.
 - (4) The specific legal grounds upon which the parties seek review of the determination.
 - (5) A short statement of the petitioner's or the intervenor's substantial interest in the matter to be reviewed.
 - (6) The specific section of this chapter on which the decision is based, if known, and the specific section that the parties allege should control the decision, if known.
 - (7) A copy of the director's or the designee's written final determination.
 - (8) A statement of the relief requested stating precisely the action that the petitioner wants EPGMD to take with respect to the final determination.
- (g) All pleadings or other documents filed in the proceeding must be signed by a party, the party's attorney, or the party's qualified representative. The signature of a party, the party's attorney or a party's qualified representative constitutes a certificate that he or she has read the pleading or other document and that to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not brought for any improper purposes, such as to harass or to cause unnecessary delay or for frivolous purpose or needless increase in the cost of litigation. If a pleading or other document is signed in violation of these requirements, the hearing examiner, upon motion or his or her own initiative, shall dismiss the matter.
- (h) A petitioner or intervenor may request an emergency hearing to stay all activities or work conducted pursuant to the challenged license or approval. Such petitioner or intervenor has the burden of proof to show by a preponderance of the evidence that the continued activities would cause substantial pollution or degradation to the environment. An emergency hearing shall be scheduled by EPGMD and be held within five (5) days of said request or as soon thereafter as possible subject to the availability of the hearing examiner. The petitioner or intervenor shall comply with the notice provisions of section 27-14(j)(2)a. and c. and section 27-14(j)(3) and (4) of this chapter.
- (i) The petition for review will not stay environmental protection activities required for the remediation or mitigation of a site or facility, the protection of the environment or the health, safety and welfare of the citizens of Broward County, or the prevention of further environmental degradation. The person responsible for these activities must take all necessary steps to prevent environmental degradation and must conduct the remediation or mitigation activities required by this chapter. The director may allow these activities to be delayed until after the hearing examiner's decision by certifying to

the hearing examiner that, by reason of facts stated in the certificate, a delay in the initiation or completion of these activities would not cause substantial environmental degradation or peril to life or property. The delay for conducting these activities may be subject to appropriate terms to ensure protection of the environment. The person responsible for these activities shall be responsible for any environmental damage or any violation of this chapter caused by the delay.

(j) Notice and Scheduling Requirements:

- (1) The hearing on the review shall be scheduled within a reasonable time. It shall be the responsibility of the petitioner to request through EPGMD that the hearing date be scheduled. It shall also be the responsibility of the petitioner to give notice in accordance with this section at least ten (10) days prior to the hearing.
 - (2) The petitioner shall give notice of the hearing by:
 - a. Giving personal notice to all proper parties; and
 - b. Publishing notice on two (2) days in a newspaper of general circulation in the county; and
 - c. Posting notice at a location determined by the Broward County Administrator's Office.
 - (3) The petitioner shall bear the cost of giving notice.
 - (4) The notice shall contain, at a minimum:
 - a. A description and location of the facility or the activity to be conducted by the petitioner; and
 - b. The time and place of the hearing.
- (k) The petitioner shall bear the cost of accurately and completely preserving all testimony and providing full or partial transcripts to all parties.
- (l) The hearing shall be a quasi-judicial hearing.
- (1) The applicant/petitioner requesting the administrative review, any intervenor/petitioner and EPGMD shall have an opportunity to respond to and to present witnesses, other evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, and to be represented by counsel. Members of the general public who are not intervenors as set forth in Section 27-14 of this chapter are not parties to the proceeding.
 - (2) When appropriate, the general public may be given an opportunity to present oral or written communications. If the hearing examiner proposes to consider such material, then all parties shall be given an opportunity to cross-examine, challenge or rebut it.
- (m) Denial, protest of, revocation, or suspension of a license, environmental review approval, or any other approval:
- (1) In regard to denial or protest of approval of a license and any other review of an administrative decision, notwithstanding (2) below, the petitioner shall have the burden of showing, by a preponderance of the evidence, that the determination of the director was an arbitrary and/or capricious abuse of discretion, not supported by competent, substantial evidence or not in conformance with the

essential requirements of this chapter. The hearing examiner shall not substitute his or her judgment for that of EPGMD on an issue of discretion even though the hearing examiner may have reached a different conclusion based on the same facts.

- (2) In an action to revoke or suspend a valid license or approval, the burden shall be upon EPGMD to prove, by a preponderance of the evidence in an administrative hearing, the grounds for revocation or suspension. The license holder or approval recipient shall be provided notice of the hearing and a copy of the petition stating the grounds for revocation or suspension as provided in section 27-63 of this chapter. The petition shall state with specificity the acts complained of in order to allow the license holder or approval recipient an opportunity to prepare a defense. The hearing shall be conducted in accordance with the provisions of Section 27-37 of this chapter.
- (n) Findings of fact shall be based exclusively on the evidence of record and on matters officially recognized.
- (o) If the hearing examiner finds that the director or his or her designee has erroneously interpreted a provision and that a correct interpretation compels a particular action, he or she shall remand the case to the director or his or her designee for further action under a correct interpretation of the provision.
- (p) The hearing examiner shall complete and submit to the director and all parties a final order consisting of his or her findings of fact and conclusions of law.
- (q) A party to the hearing may obtain appellate review of the final order as provided by section 27-42 of this chapter.
- (r) A petitioner or intervenor shall pay a filing fee at the time the application for review is filed. The amount of the filing fee shall be set by resolution of the Board.

(Ord. No. 2003-34, § 1, 9-23-03; Ord. No. 2005-08, § 2.03, 4-26-05)
Secs. 27-15--27-19. Reserved.

Special Conditions for all Projects:

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant’s/Permittee’s behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

7. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):

a. All projects must be sited and designed to avoid or minimize impacts to mangroves.

b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:

(1) Removal to install up to a 4-ft-wide walkway for a dock.

(2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.

(3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the

authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).
 - b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI constitutes a violation of the Federal authorization.
14. The SPGP VI will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI will be evaluated by the Corps.
15. If the SPGP VI expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI will remain in effect provided the activity is completed within 12 months of the date the SPGP VI expired or was revoked.

Special Conditions for Shoreline Stabilization activities.

1. Shoreline stabilization structures other than vertical seawalls shall be no steeper than a 2 horizontal:1 vertical slope (Reference: JAXBO PDC A1.1.4.).
2. Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap.
3. Living shoreline structures and permanent wave attenuation structures can only be constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).
 - a. Reef balls or similar structures are authorized if they are not open on the bottom, are open-bottom structures with a top opening of at least 4 ft, or are pre-fabricated structures, such as reef discs stacked on a pile, and are designed in a manner that would not entrap sea turtles.
 - b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained or bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).
 - c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.)
 - d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).
 - e. Other materials are not authorized by this SPGP VI (Reference: JAXBO PDC A7.5.).

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

1. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).
2. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
 - a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
3. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:
 - a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.
4. Regarding SAV, the design and construction of a Project must comply with the following:
 - a. A pile supported structure
 - (1) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:
 - (a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of

Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required, and boatlifts may include a cover.

5. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>.

(1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

6. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile

Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

7. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained, and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).
8. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
9. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
10. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
11. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
 - (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
 - (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

General Conditions for All SPGP Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this

permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

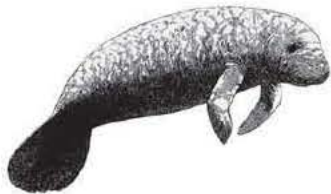
SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



COMMENCEMENT NOTIFICATION

*Within 10 days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2015-2575, SPGP VI

FDEP or Designee Permit Number: _____

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE
SPGP V-R1

Permit Number: _____

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

Department of the Army Permit Transfer for SPGP VI

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

(Subdivision)

(Lot)

(Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(Transferee Signature)

(Date)

(Name Printed)

(Street address)

(Mailing address)

LBTS Bel Air Avenue - Seawall Improvements
TCG No. 21-0064
Bid Form

Bidder Name: <u>Ray Qualmann Marine Construction, Inc.</u>			5.9.23
Item	Price	Notes	
Mobilization	\$ 2,000		
Removal of existing portion of concrete cap	\$		
Total for Demolition	\$ 3,500		
Seawall materials and (46) concrete 12-inch piles	\$		
Installation of 254 ln. ft. seawall with king and batter piles - labor and equipment	\$		
Total for Seawall	\$ 254,000		
Installation of 20 ln. ft. upland retaining wall	\$		
Total for Retaining Wall	\$ 38,000		
Permitting	\$ N/A	City Permit Fee Shall Be Added To Base Contract Amount	
Bond	\$ 10,000		
Turbidity/Permit Compliance	\$ 1,500		
As-Built Drawings	\$ 1,000		
Total for Misc.	\$		
Total Bid Amount	\$ 330,000		

May 16th, 2023

Ken Rubach
Deputy Town Manager, Lauderdale-by-the-Sea
4501 N. Ocean Drive,
Lauderdale-by-the-Sea, FL 33308

Re: **LBTS Bel Air Ave Seawall Improvements
Bid Proposals
Seawall Construction
TCG Project #21-0064**

Dear Ken Rubach,

Based on the bids received by Tom Krips Construction for a total of \$572,632.71, B&M Marine Construction for a total of \$371,250.00 and Ray Qualmann Marine Construction for a total of \$310,000.00, The Chappell Group, Inc. (TCG) recommends Ray Qualmann Marine Construction to complete the construction activities as they were the lowest responsive bidder.

If you have any questions or comments, please feel free to contact my office at (954) 782-1908, or via email at lisa@thechappellgroup.com

Sincerely,

THE CHAPPELL GROUP INC.



Lisa Celano
Project Biologist

Attachments:

1. Bid Tabulations Table

LBTS Seawall Improvements						
Item	Tom Krips Construction		B & M Marine Construction		Ray Qualmann Marine Construction	
Mobilization	\$20,000.00	\$10,000 each		included in total	\$ 2,000.00	
Removal of existing portion of concrete cap						
Total Demolition	\$40,500.00			included in total	\$ 3,500.00	
Seawall materials and (46) concrete 12-inch piles	\$238,070.00					
Installation of 254 In. ft. seawall with king and batter piles - labor and equipment	\$101,600.00					
Total for Seawall	\$339,670.00		\$284,750.00		\$254,000.00	
Installation of 20 In. ft. upland retaining wall	\$0.00					
Total for Retaining Wall	\$135,312.71		\$53,750.00		\$38,000.00	
Backfill material between new and old wall	\$25,600.00	sand material	\$29,250.00	flowable concrete		included in total
Permitting		By City		By City	By City	
Bond		TBD		TBD	\$10,000.00	
Turbidity/Compliance	\$7,800.00			included in total	\$1,500.00	
As-Built Drawings	\$3,750.00		\$3,500.00		\$1,000.00	
Total for Misc.	\$37,150.00		\$32,750.00		\$12,500.00	
Total Bid	\$572,632.71		\$371,250.00		\$310,000.00	

Town of Lauderdale-By-The-Sea Bel Air Seawall Project Agreement

THIS AGREEMENT dated the 27th day of June, 2023, between The **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “TOWN”) and **RAY QUALMANN MARINE CONSTRUCTION, INC.**, a Florida profit corporation (the “CONTRACTOR”).

1. DEFINITIONS

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

- 1.1 **Town Representative** means the Town Manager or the Deputy Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, the As-Built Drawings, attached hereto and incorporated herein as **Exhibit “A,”** Contractor’s Proposal related to the solicitation, , attached hereto and incorporated herein as **Exhibit “B,”** all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the As-Built Drawings, and Contractor’s Proposal.
- 1.4 **CONTRACTOR Representative** means **Mitchell Scavone, General Manager**, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means price compensation described or identified in Contractor’s Proposal.
- 1.7 **Work Site** means the location where Contractor is required to performed services in accordance with the Contract Documents.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

2. CONTRACT DOCUMENTS

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

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

3. SCOPE OF WORK

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

4. CONTRACT PRICE

The total contract price shall be \$310,000, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

5. MODIFICATION OF WORK SITE

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

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

6. FINAL COMPLETION

The CONTRACTOR shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within 91 calendar days of the TOWN'S issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within 105 calendar days of the TOWN'S issuance of the Notice to Proceed (the "Final Completion Date").

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

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

8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

- 9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT ARE EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.

- 9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".
- 9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

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

- 10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.
- 10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.
- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Work Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

- 11.1 General Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless and at TOWN'S option, pay for an attorney selected by TOWN, to defend the TOWN and the TOWN'S Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

- 11.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 9.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract Documents.
- 11.3 The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR and/or persons employed or utilized by the CONTRACTOR, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 11.4 The obligations of the CONTRACTOR under the Agreement shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
- 11.5 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the CONTRACTOR'S responsibility to indemnify, keep and save harmless and defend the TOWN or its respective officers, employees, agents and

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

instrumentalities as required herein. CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Owner, any sums due Contractor under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

11.6 The CONTRACTOR agrees to defend, hold harmless and indemnify the TOWN and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the TOWN, occurring on account of, arising from or in connection with the removal and replacement of any CONTRACTOR'S personnel performing services hereunder at the behest of the TOWN'S Representative. Removal and replacement of any CONTRACTOR'S personnel as used in this Section shall not require the termination or demotion of such CONTRACTOR'S personnel.

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

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

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. The payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

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

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

13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

Documents.

- 13.1.3 If the TOWN fails to appropriate funds for the Work, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.
- 13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
14. **NOTICE**
- All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:
- For TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236
- Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236
- For CONTRACTOR: Mitchell Scavone
General Manager
Ray Qualmann Marine Construction, Inc.
2860 NE 16TH Street
Pompano Beach, FL 33062
Office: 954-941-0132

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

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

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

15. LIQUIDATED DAMAGES

The TOWN and CONTRACTOR recognize that time is of the essence with respect to the Work and the TOWN would suffer financial loss if the Work is not completed within the time specified in the Time of Completion section above, subject to adjustments of the Contract Time as provided in the Contract Documents. The TOWN and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the TOWN if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, the TOWN and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay the TOWN, in addition to any other damages and/or remedies to which City may be entitled, the amount of \$100 per day for each calendar day after the Final Completion Date where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the TOWN due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of Contract execution.

16. WAIVER OF JURY TRIAL

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

17. SURVIVAL OF PROVISIONS

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

18. PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the service.

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

- b) Upon request by TOWN'S records custodian, provide TOWN with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by CONTRACTOR to TOWN, at no cost to TOWN, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with TOWN'S information technology systems. Once the public records have been delivered to TOWN upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- e) CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the TOWN.

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

19. SCRUTINIZED COMPANIES

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

Town of Lauderdale-By-The-Sea

Bel Air Seawall Project Agreement

21.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

21.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. ETHICS

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

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

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

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

21. MISCELLANEOUS

21.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.

21.2 The validity, construction and effect of this Agreement shall be governed by the laws

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

of the State of Florida. Venue shall lie in Broward County, Florida.

- 21.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.
- 21.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 21.5 Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 21.6 Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
- 21.7 No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 21.8 Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may

Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement

not be awarded a public contract for a period of 1 year after the date of termination.

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

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

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

ATTEST:

By: _____
Linda Connors, Town Manager

Katrina Adler, Town Clerk

Date: _____

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**RAY QUALMANN MARINE
CONSTRUCTION, INC.**

WITNESS:

Signature of Witness

Printed Name of Witness

By: _____
Name, Title

_____, Corporate Secretary
(Corporate Seal)

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

EXHIBIT A
As-Built Drawings

**Town of Lauderdale-By-The-Sea
Bel Air Seawall Project Agreement**

**EXHIBIT B
Contractor's Proposal**



Resilient Environment Department

ENVIRONMENTAL PERMITTING DIVISION

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

November 18, 2022

Town of Lauderdale-by-the-Sea
Ms. Linda Connors, Town Manager
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308
E-mail: LindaC@lbts-fl.gov

Dear Ms. Connors:

This is to notify you of the Resilient Environment Department's (RED) action concerning your applications received June 24, 2022. The applications have been reviewed for a ACOE State Programmatic General Permit VI, a FDEP Exemption Verification and Broward County Environmental Resource License.

Florida Department of Environmental Protection (DEP) Exemption Verification– Granted

RED has the authority to review the project for compliance with Rule 62-330 and Chapter 373 of the Florida Administrative Code pursuant to an agreement between RED, DEP, and the South Florida Water Management District. The agreement is outlined in a document entitled "Delegation Agreement among the Florida Department of Environmental Protection, the South Florida Water Management District, and Broward County". Based on the information submitted, Exemption Verification/General Permit/Environmental Resource Individual Permit No. **06-0428568-001-EE** is hereby issued.

U.S. Army Corps of Engineers (ACOE) State Programmatic General Permit VI-R1 (SPGP) – Granted

RED has the authority to review the application for compliance with the requirements to receive an ACOE SPGP VI-R1 pursuant to an agreement entitled "Coordination Agreement between the U.S. Army Corps of Engineers (Jacksonville District) and Broward County Environmental Protection and Growth Management Department – State Programmatic Permit" Based on the information submitted, a SPGP VI-R1 is hereby issued for this project.

Broward County Environmental Resource License Review – Granted

RED has reviewed the project for compliance with Aquatic and Wetland Resource Protection Ordinance Sec. 27-331 through 27-341 of the Broward County Code. Based on the information submitted, Environmental Resource License No. **DF22-1203** is hereby issued.

The above named permittee/licensee is hereby authorized to perform the work per the approved drawings(s), plans, documents and specifications as submitted by the licensee, and made a part hereof. The above referenced approvals will remain in effect subject to the attached FDEP General Conditions, Broward County General Conditions, combined FDEP and Broward County Specific Conditions, and attached exhibits.

Should you wish to object to the Agency action or file a petition, please provide written objections, petitions and/or waivers within ten (10) days from the rendition of the action (refer to the attached "Variance and Administrative Review Procedures", Chapter 27 -10 through 27-14) to Director, EPD, 1 North University

Drive Plantation, FL 33324. The “Notice of Rights” addresses the procedures to be followed if you desire a public hearing or review of the Agency’s action.

Sincerely,

Linda Sunderland

Linda Sunderland, PWS
Environmental Program Supervisor
Environmental Permitting Division

November 18, 2022

Date

Enclosures:

County Environmental Resource License/State EE
Attachment A - Specific Exemption Rule
One copy of stamped drawings (8 pages)
Broward County RED Variance and Administrative Review Procedures
SPGP Special Conditions
SPGP General Conditions
Standard Manatee Conditions for In-Water Work, 2011, 2 pages
SPGP Commencement, Statement of Compliance and Transfer forms



Resilient Environment Department

ENVIRONMENTAL PERMITTING DIVISION

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

**ARMY CORPS OF ENGINEERS – SPGP VI-R1
FLORIDA STATE ENVIRONMENTAL RESOURCE PROGRAM
EXEMPTION VERIFICATION and
BROWARD COUNTY ENVIRONMENTAL RESOURCE LICENSE**

PERMITTEE/LICENSEE:

Town of Lauderdale-by-the-Sea
Ms. Linda Connors, Town Manager
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

FDEP Permit No.: 06-0428568-001-EE
RED License No.: DF22-1203
Date of Issue: 11/18/2022
Expiration Date of
Construction Phase: 11/18/2027
Project: Seawall Repair

This exemption verification and license is issued under the authority of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.). The activity is not exempt to operating agreements executed among the Department of Environmental Protection, Broward County, and the South Florida Water Management District, as outlined in a document entitled “Delegation Agreement Among the Florida Department of Environmental Protection, the South Florida Water Management District, and Broward County,” the Resilient Environment Department is responsible for reviewing and taking final agency action on this activity.

This project has also been reviewed in accordance with the provisions of Chapter 27, Article XI Sec. 27-331 through 27-341 of the Broward County Code. This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named application hereinafter called the licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

DESCRIPTION OF WORK

This project involves: (1) partial removal of the existing seawall cap; (2) installation of a new 254-linear foot seawall within 18 inches waterward of the existing seawall to remain; and (3) installation of a new 3’ wide seawall cap with 23 king piles and 23 batter piles. Total area of all over water structures shall not exceed 381 square feet. This license does not authorize dredging, nor does it authorize impacts to seagrasses or any other natural resources.

LOCATION OF WORK

This project is in a right-of-way along the waterward edge of Bel Air Drive and Bel Air Avenue Section 07, Township 49 South, Range 43 East, in the Town of Lauderdale-by-the-Sea, Florida. Adjacent to Folio Number: 494306000341.

Construction shall be in accordance with the ERL application received on June 24, 2022, the ERP application received on June 24, 2022, all additional information submitted, plans stamped by the Department (attached) and with all General and Specific Conditions of this license.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(12)(b) and (12)(d), Florida Administrative Code, from the need to obtain a regulatory permit under part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Not required

The activity does not appear to be located on sovereign submerged lands and does not require further authorization under chapter 253 of the Florida Statutes, or chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review – SPGP VI-R1 APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a separate permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to one additional year, if provisions of Special Condition 19 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and Broward County Environmental Protection and Growth Management Department, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

RED GENERAL CONDITIONS:

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by EPGMD pursuant to this chapter. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.
- (2) This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.
- (3) In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the licensee's premises during the entire life of the license.
- (6) By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to EPGMD, may be used by EPGMD as evidence in any enforcement proceeding arising under Chapter 27, except where such use is prohibited by § 403.111, F.S.
- (7) The licensee agrees to comply with Chapter 27, as amended.
- (8) Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.
- (9) The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and this Chapter 27.
- (10) This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.
- (11) If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.

(12) In addition to the general conditions set forth above, each license issued by EPGMD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPGMD. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.

(13) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

RED SPECIFIC CONDITIONS:

A. STANDARD CONDITIONS

(1) **Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion.** Commencement notification should include such information as the intended start date, estimated duration of construction, and the name and contact information of the firm contracted to do the work. **Failure to comply with this condition will result in enforcement action.**

(2) Any project caused environmental problem(s) shall be reported immediately to the Department's Environmental Response Line at 954-519-1499.

(3) All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.

(4) All watercraft associated with the construction and use of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging. **Specifically, there shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of any submerged resources or canal bottom at mean low water.**

(5) Turbidity screens, silt fences, or equivalent shall be properly employed and maintained as necessary to effectively contain suspended sediments and/or runoff during construction activities. **Dredging, filling, excavation, seawall removal, seawall construction, and other projects which result in similar degrees of disturbance to wet sediments shall in all cases employ turbidity control measures designed to effectively enclose the entire work area.**

(6) Turbidity levels shall be monitored and recorded if a visible turbidity plume is observed leaving the site during construction activities. If monitoring reveals that turbidity levels exceed 29 NTU's above natural background 50 feet downstream of the point of discharge, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(69) FAC].

B. CONSTRUCTION CONDITIONS

(7) The new seawall cap shall have a maximum width of 3' (1.5' over-water) for a total over-water area of 381 square feet, as measured from the wet face of the existing seawall panel to the waterward edge of the proposed decking and shall otherwise be constructed as shown on the attached drawings.

(8) No dredging is authorized by this license.

(9) If the approved license drawings and/or license attachments/plans conflict with the specific conditions, then the specific conditions shall prevail.

(10) Demolition and construction related debris must be disposed of at an approved upland location and may not be left in the waterway.

(11) This license does not eliminate the necessity to obtain any required federal, state, local or special district authorizations prior to the start of any activity approved by this license.

C. TURBIDITY CONDITIONS

(12) All watercraft associated with the proposed work and/or use of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging.

(13) The contractor shall be responsible to have functional turbidity monitoring equipment on site during all construction activities and shall be responsible for training construction personnel in its calibration, operation, and related license requirements.

(14) Return water containment booms shall not be removed until the turbidity levels in the containment area drop below the above referenced 29 NTU threshold.

(15) If a visible turbidity plume is observed leaving the site at any time, the licensee shall:

- (a) Immediately cease all work contributing to the water quality violation. Operations may not resume until the Department gives authorization to do so.
- (b) Notify the Department's Development and Environmental Regulation Division immediately at (954) 519-1499, referencing the license number and project name.
- (c) Stabilize all exposed material contributing to the water quality violation. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and/or repair any non-functioning turbidity containment devices.

(16) Twin turbidity screens, booms, curtains, or equivalent shall be affixed, anchored, or weighted to the existing seawall as depicted on the approved plans and shall span from water's surface to the substrate and shall be maintained as necessary during construction activities to minimize migration of turbidity into the adjacent waterway.

(17) Connected turbidity curtain segments shall be overlapped and tied at the top and bottom so as to prevent turbidity from escaping through gaps between segments.

(18) Turbidity curtains shall be deployed to effectively encapsulate the work area without impeding navigation in public waterways.

D. SEAWALL CONDITIONS

(19) The wetface of the new seawall shall be installed within 18" of the wetface of the existing seawall which shall remain. Should site conditions require adjustments during construction, the Department shall be notified immediately, and a modification of this license shall be required. Any deviation from this condition may result in enforcement actions.

(20) No dredging other than that required for proper installation of the proposed seawall paneling is authorized by this license.

(21) Backfill material shall be clean fill as defined by Section 27-332 of Broward County's Code.

E. SEAGRASS CONDITIONS

(22) Seagrass was observed adjacent to the project area. All personnel associated with the project shall be notified of the presence of seagrasses in the project area, the measures to be taken to avoid seagrass impacts, and the implications associated with unlicensed seagrasses impacts. Please be advised that impacts to seagrasses resulting from construction activities may result in enforcement action, including penalties and corrective action/mitigation.

(23) To minimize impacts to seagrasses from construction-related activities, pile driving shall be the method used to install all pilings.

(24) No permanent mooring of vessels will occur over seagrasses unless the water depth is three (3) feet or greater at mean low water.

F. PROTECTED MARINE SPECIES CONDITIONS

(25) All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The licensee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

(26) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(27) Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

(28) All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

(29) Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

(30) Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the licensee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut-down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

(31) Pursuant Broward County's Natural Resource Protection Code and Manatee Protection Plan (MPP) as amended, each boat or marine facility as defined in the Broward County Code with five (5) or more slips

located in coastal waters, is required to apply for and obtain a Marine Facility Operating License. Boat or Marine Facility “means a public or private structure, operation, or facility where boats are moored or launched, including commercial, recreational, private, governmental, and residential marinas, and boat ramps. A dry storage facility is considered a boat facility if the dry storage facility has the capability of launching vessels into adjacent waters or water access is provided adjacent to the project. Facilities such as long-term boat storage lots, boat yards, or boat dealership lots that do not have direct water access are not considered boat or marine facilities. Waterfront single-family residences and waterfront multislip facilities with less than five (5) slips are not considered boat or marine facilities.”

Please be advised if five (5) or more vessels are observed at this project location, a Marine Facility Operating License (MFOL) shall be required. A MFOL may only be issued through the issuance of an Environmental Resource License (ERL) and only if slips are available for allocation from the MPP pool of slips. Application fees include \$450.00 for the ERL and \$666.00 for each proposed slip. If slips are not available in the pool, a complete application may be placed on a time clock waiver until such time as slips become available. Until the license is issued, the vessel count must be reduced to below 5.

A MFOL when issued is valid for one (1) year and must be renewed annually prior to expiration. Renewal of a MFOL requires payment of an annual manatee conservation fee as established in Subsection 27-334 (c) 2 of the Broward County Code. The fee is currently \$32.00 per slip per year.

G. STANDARD SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

(32) The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

(33) The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

(34) Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service’s Protected Resources Division, St. Petersburg, Florida.

(35) All vessels associated with the construction project shall operate at “no wake/idle” speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

(36) If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

(37) Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service’s Protected Resources Division (727-824- 5312) and the local authorized sea turtle stranding/rescue organization.

(38) Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

H. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a

proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you revise your project after submitting the initial joint application, please contact us as soon as possible. Also, if you have any questions, please contact Michelle Decker at (954) 519-1228 or via e-mail at SLADD@Broward.org. When referring to this project, please use the County file number listed above.

Executed in Plantation, Florida.

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT as delegated by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Linda Sunderland

Linda Sunderland, PWS
Environmental Program Supervisor
Environmental Permitting Division

November 18, 2022

Date

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies were sent on the filing date below to the listed persons:

Army Corps of Engineers (via e-mail)

Katherine Meurer, The Chappell Group, Inc. (via e-mail)

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Sabrina Ladd 8/26/2022
Clerk Date

Attachment A

Chapter 62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(b) The restoration of a seawall or riprap under section 403.813(1)(e), F.S., where:

1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or riprap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose. See section 3.2.4 of Volume I for factors used to determine qualification under this provision;

2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap; and

3. Applicable permits under chapter 161, F.S., are obtained.

(d) Installation of batter piles, king piles, or a seawall cap, used exclusively to stabilize and repair seawalls, provided they do not impede navigation.

LBTS BEL AIR AVENUE PROJECT PLAN SET



LOCATION MAP (N.T.S.)

DRAWING INDEX

SHEET 1: COVER

SHEET 2: EXISTING
CONDITIONS

SHEET 3: PROPOSED
CONDITIONS

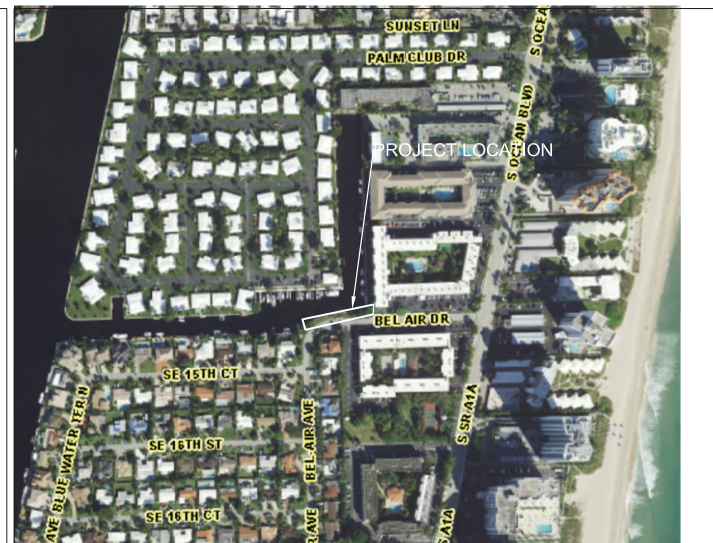
SHEET 4: SECTION A

SHEET 5: SECTION B

SHEET 6: DETAILS

SHEET 7: DETAILS

SHEET 8: DETAILS



VICINITY AERIAL (N.T.S.)

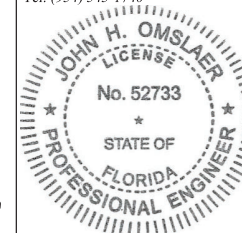
Broward County
11/18/2022 SSL

John H
Omslaer

Digitally signed by John H
Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inc@bellsouth.net
Date: 2022.08.05 10:02:42 -0400

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
**DYNAMIC ENGINEERING
SOLUTIONS, INC.**
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

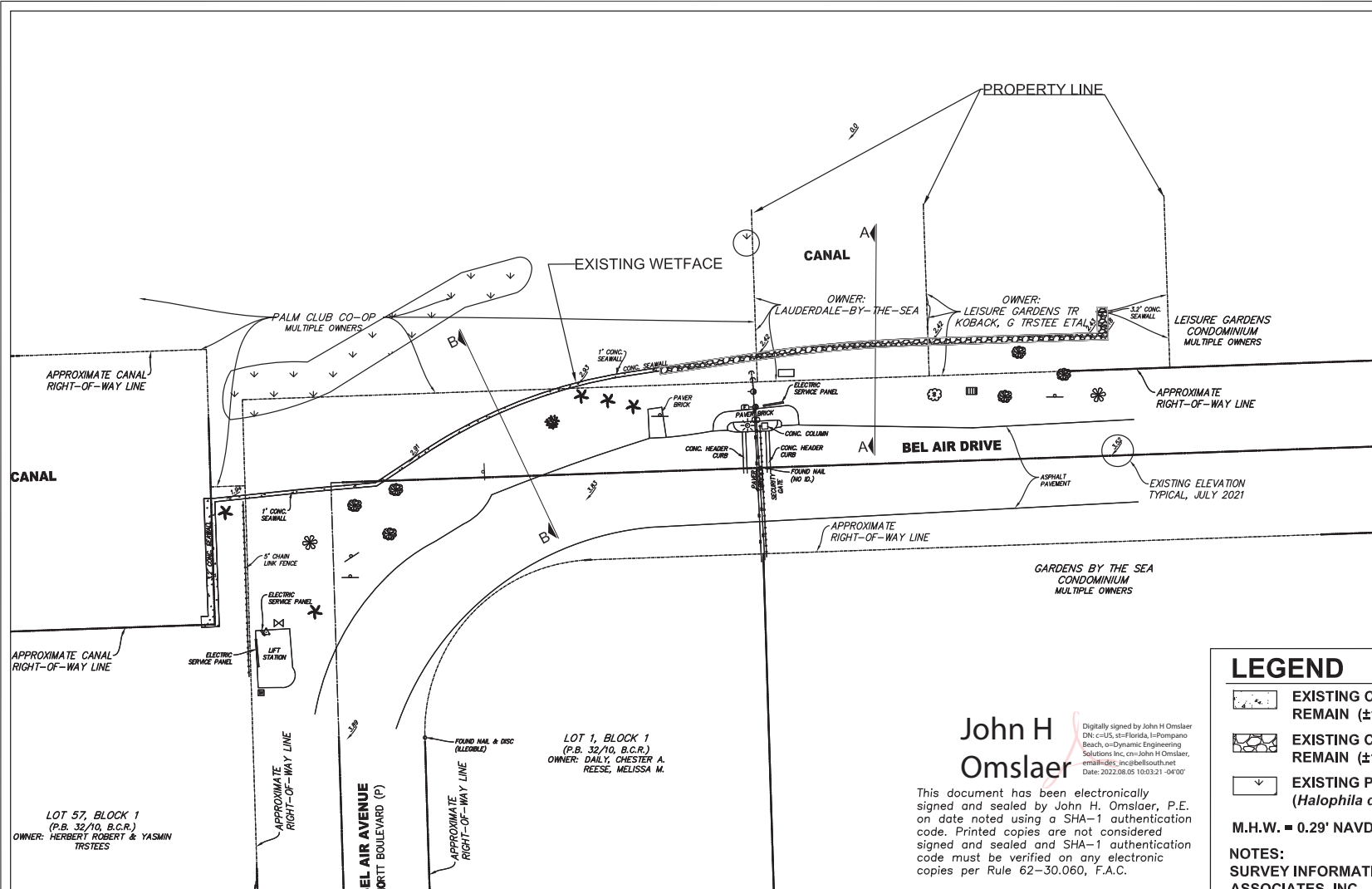
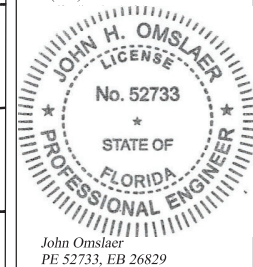
PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

COVER

Date: 1/11/2022	Sheet: 1	of: 8
Proj No.: 21-0064		



PROJECT ENGINEER:
DYNAMIC ENGINEERING SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John H. Omslaer

Digitally signed by John H. Omslaer
DN: c=US, st=Florida, l=Pompano Beach, o=Dynamic Engineering Solutions Inc, cn=John H. Omslaer, email=ides_inc@bellsouth.net
Date: 2022.08.05 10:03:21 -0400

This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed by SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

LEGEND

- EXISTING CONCRETE SEAWALL TO REMAIN (±180 LN. FT.)
- EXISTING CORAL ROCK WALL TO REMAIN (±140 LN. FT.)
- EXISTING PADDLE GRASS TO REMAIN (*Halophila decipiens*, ±1,102 SQ. FT.)

M.H.W. = 0.29' NAVD M.L.W. = (-)2.11' NAVD

NOTES:
SURVEY INFORMATION PROVIDED BY AVIROM & ASSOCIATES, INC.

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

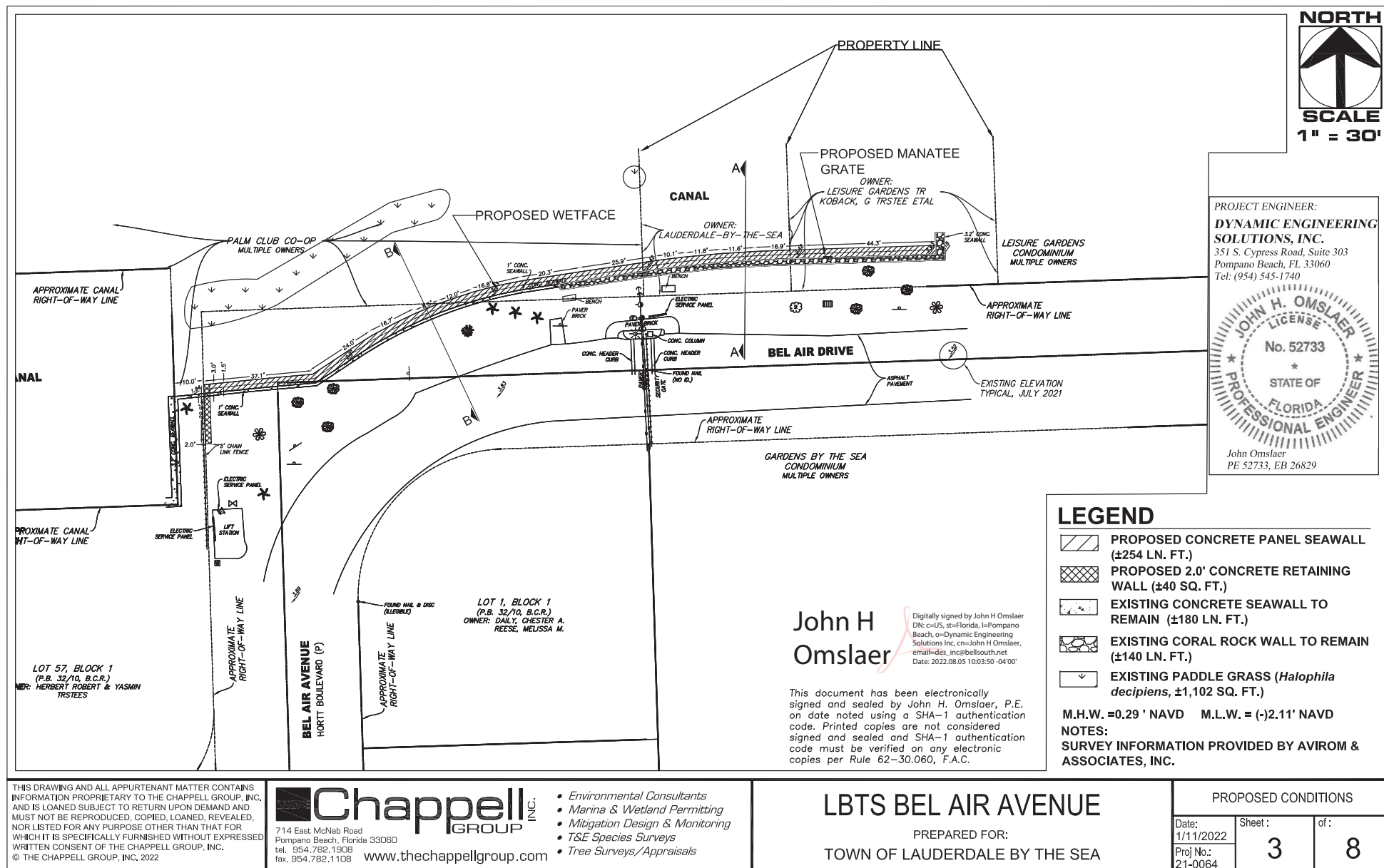
Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908 fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVEUE
PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

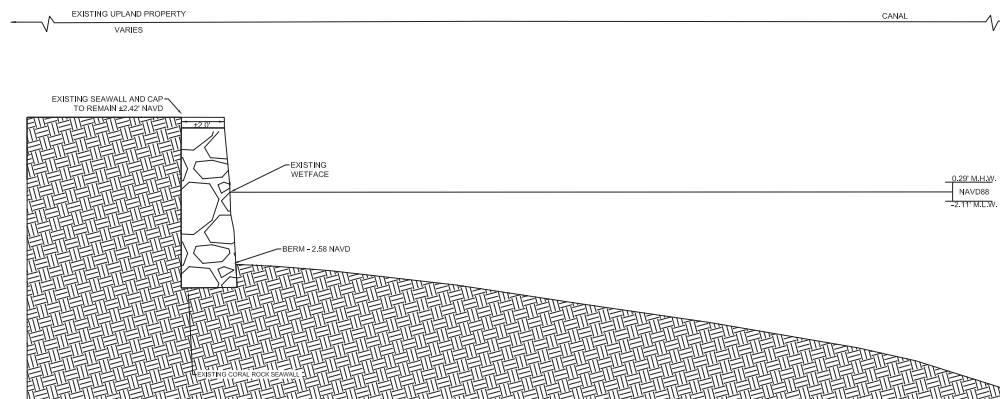
EXISTING CONDITIONS

Date: 1/11/2022	Sheet: 2	of: 8
Proj No.: 21-0064		

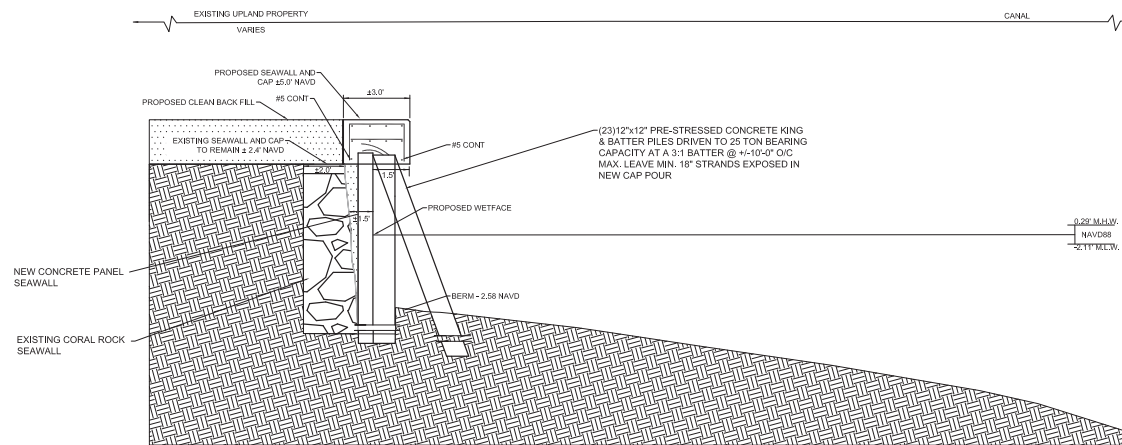


EXISTING CONDITIONS A-A (TYP.)

N.T.S.

**PROPOSED CONDITIONS A-A (TYP.)**

N.T.S.



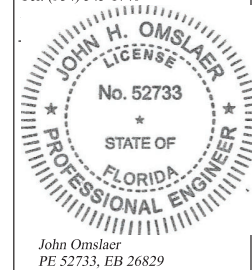
NOTE PROPOSED WETFACE TO BE NO GREATER THAN 18" WATERWARD OF EXISTING WETFACE

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, I=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inca@bellsouth.net
Date: 2022.08.05 10:04:28 -0400

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
**DYNAMIC ENGINEERING
SOLUTIONS, INC.**
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1906
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

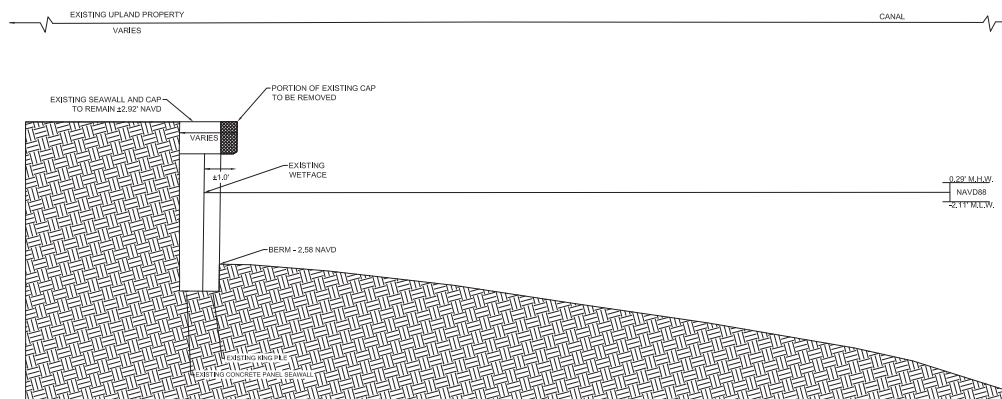
SECTIONS

Date: 1/11/2022	Sheet : 4	of : 8
Proj No.: 21-0064		

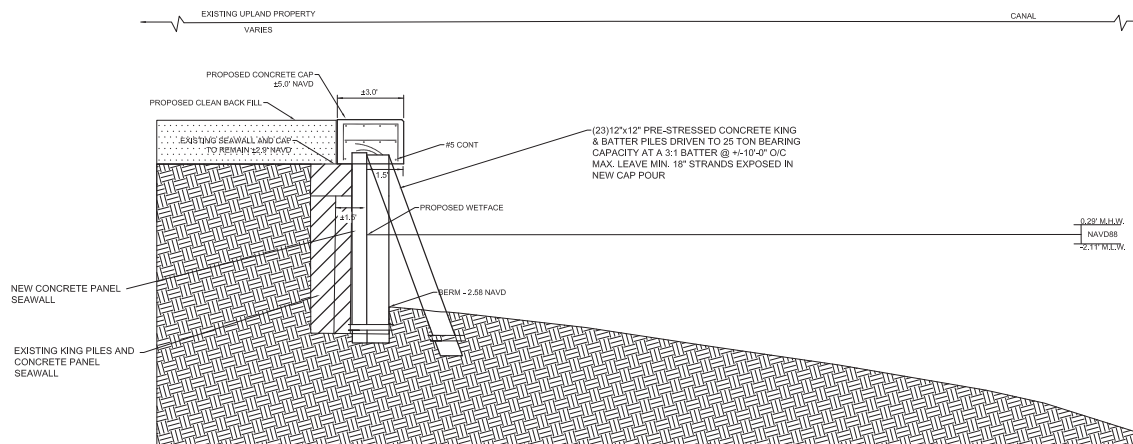
Broward County
11/18/2022 SSL

EXISTING CONDITIONS B-B (TYP.)

N.T.S.

**PROPOSED CONDITIONS B-B (TYP.)**

N.T.S.



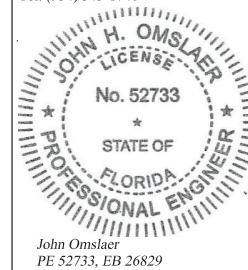
NOTE PROPOSED WETFACE TO BE NO GREATER THAN 18" WATERWARD OF EXISTING WETFACE

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, ou=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inc@bellsouth.net
Date: 2022.08.05 10:05:02 -04'00'

This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
DYNAMIC ENGINEERING SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

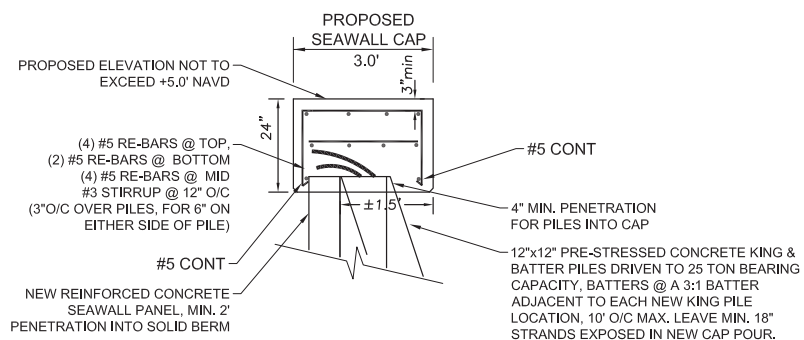
LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

SECTIONS

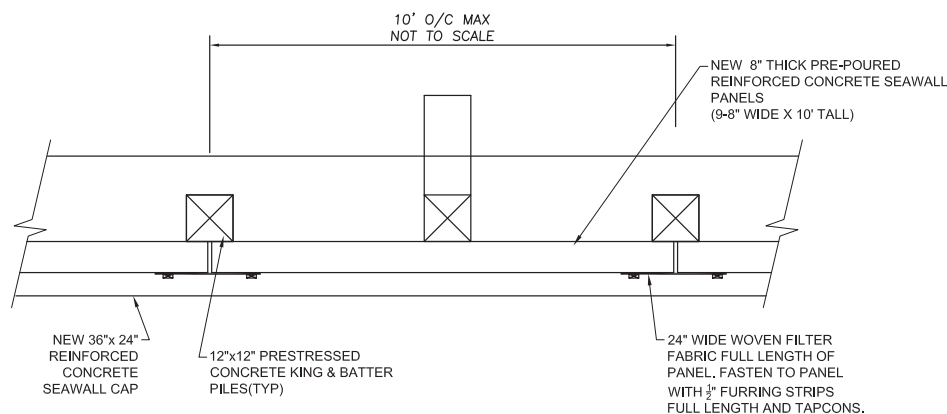
Date: 1/11/2022	Sheet: 5	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL



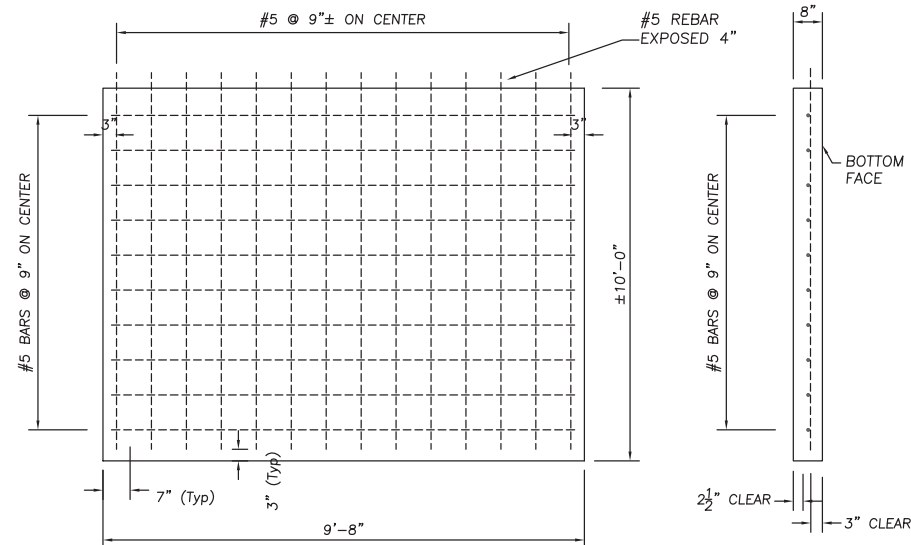
PROPOSED SEAWALL CAP

Scale: $3/8" = 1'$



PROPOSED SEAWALL CAP

Scale: $3/8" = 1'$



PANEL DETAIL

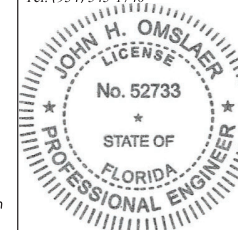
Scale: NOT TO SCALE

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=des_inc@bellsouth.net
Date: 2022.08.05 10:05:36 -04'00'

This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

PROJECT ENGINEER:
DYNAMIC ENGINEERING
SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060
Tel: (954) 545-1740



John Omslaer
PE 52733, EB 26829

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC., AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022



- *Environmental Consultants*
- *Marina & Wetland Permitting*
- *Mitigation Design & Monitoring*
- *T&E Species Surveys*
- *Tree Surveys/Appraisals*

LBTS BEL AIR AVENUE

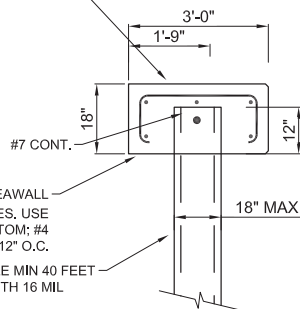
PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/11/2022	Sheet : 6	of :
Proj No.: 21-0064		

Broward County
11/18/2022 SSL

PROPOSED ELEVATION
OF SEAWALL CAP
(+5.0' NAVD)
(VERIFY ON SITE PLAN)

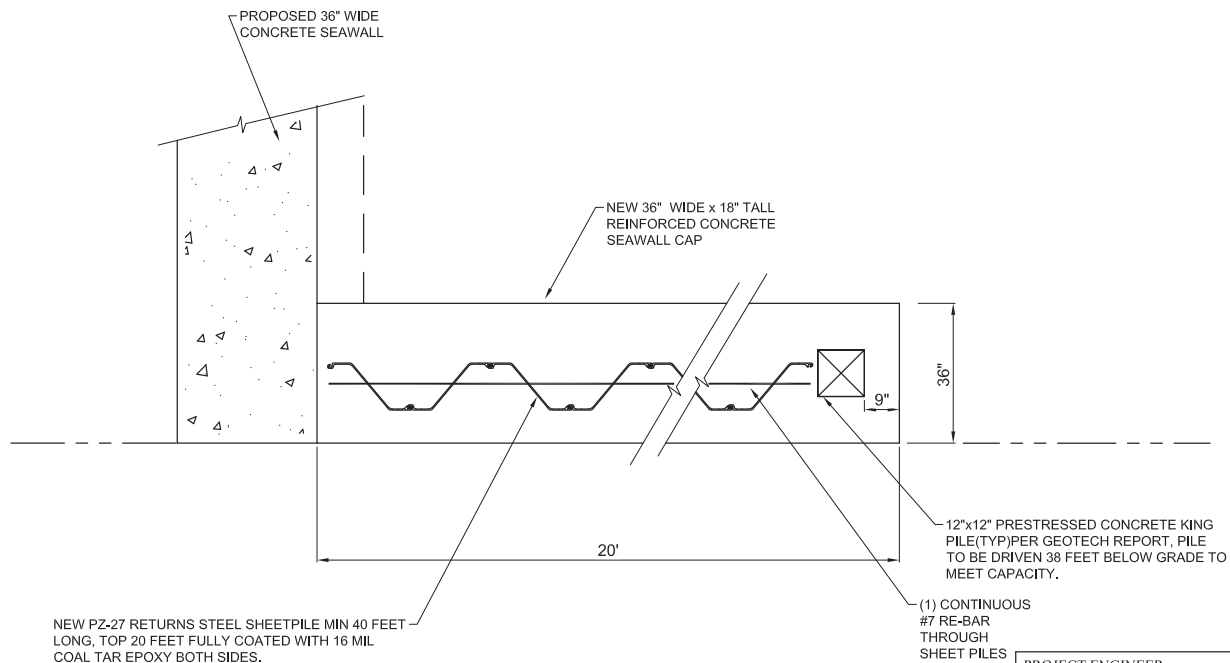


NEW REINFORCED CONCRETE SEAWALL
CAP WITH $\frac{3}{4}$ CHAMBERED EDGES. USE
(3) #6 BARS TOP; (2) #6 BARS BOTTOM; #4
HOOPS AT 12" O.C.

NEW PZ-27 RETURNS STEEL SHEETPILE MIN 40 FEET
LONG, TOP 20 FEET FULLY COATED WITH 16 MIL
COAL TAR EPOXY BOTH SIDES.

PROPOSED RETURN CAP SECTION

Scale: $\frac{3}{8}" = 1'$



NEW PZ-27 RETURNS STEEL SHEETPILE MIN 40 FEET
LONG, TOP 20 FEET FULLY COATED WITH 16 MIL
COAL TAR EPOXY BOTH SIDES.

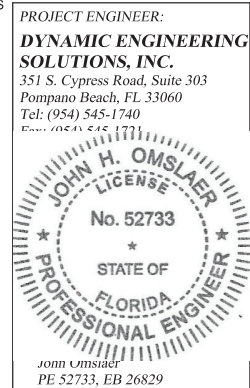
PROPOSED RETURN CAP

Scale: $\frac{3}{8}" = 1'$

John H
Omslaer

Digitally signed by John H Omslaer
DN: c=US, st=Florida, l=Pompano
Beach, o=Dynamic Engineering
Solutions Inc, cn=John H Omslaer,
email=indes_incbellsouth.net
Date: 2022.08.05 10:06:15 -04'00'

This document has been electronically
signed and sealed by John H. Omslaer, P.E.
on date noted using a SHA-1 authentication
code. Printed copies are not considered
signed and sealed and SHA-1 authentication
code must be verified on any electronic
copies per Rule 62-30.060, F.A.C.



THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS
INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC.
AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND
MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED,
NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR
WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell
GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

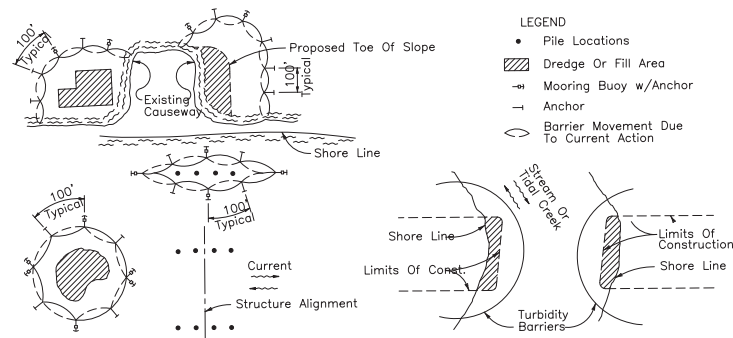
LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/11/2022	Sheet: 7	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL

**NOTES:**

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependant on current velocities.
3. Deployment of barrier around pile location may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

NOTE:

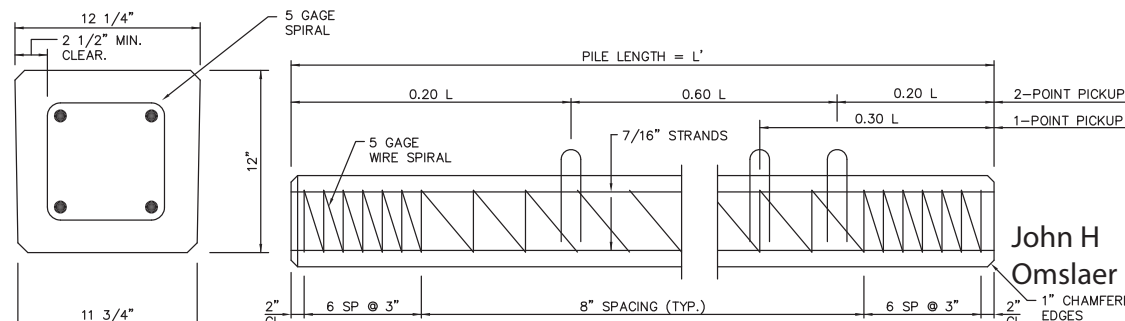
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types, or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans. However, payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and /or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

PILE NOTE:

CONCRETE COMPRESSIVE STRENGTH:
3000 PSI • RELEASE
5000 PSI • DRIVING
SPIRAL TO BE ASTM A-82 TIGHT HARD-DRAWN WIRE
STRANDS - USE FOUR 7/16" (270K)
LOW RELAXATION ASTM 416-87 UNCOATED
7-WIRE STRANDS TENSIONED TO 2.33 KIPS EACH
1-POINT PICKUP-MAXIMUM L = 50'
2-POINT PICKUP-MAXIMUM L = 62'

Turbidity Barrier

N.T.S.

**Concrete Pile Detail****Construction Barge (typ)**

N.T.S.

PILE DRIVING NOTES

1. Pile driving operations shall be observed by a special inspector, including test piles sufficient to determine the approximate length required to meet design capacity.
2. Piles shall be driven using an approved cushion block consisting of material so arranged so as to provide the transmission of the hammer energy.
3. Piles shall be driven to required capacity a minimum of 6 feet into rock or a minimum of 10 feet into yielding material.
4. Piles shall be driven with a drop hammer or gravity hammer provided the weight of the hammer is no less than 3000 pounds, and the fall of the hammer shall not exceed 6 feet.
5. Piles shall be driven with a variation of not more than 1/2 inch per foot from the vertical, or from the batter line indicated, with a maximum variation of the head of the pile from the position shown on the plans of not more than 3 inches.
6. Where piling must penetrate strata offering high resistance to driving, the structural engineer of record or special inspector may require that the piles be set in pre-drilled or punched holes. The piles shall reach their final penetration by driving.

CONCRETE NOTES

1. Concrete shall conform to ACI 318 (latest edition) and shall be regular weight, sulfate resistant, with a design strength of 5000 psi at 28 days with a maximum water-cementitious materials ratio, by weight, normal aggregate concrete of 0.40.
2. Owner shall employ and pay for testing services from an independent testing laboratory for concrete sampling and testing in accordance with ASTM.
3. Licensed contractor is responsible for the adequacy of forms and shoring and for safe practice in their use and removal.
4. Concrete cover shall be 3" unless otherwise noted on approved drawings.
5. Reinforcing steel shall be in conformance with the latest version of ASTM A615 Grade 60 specifications. All reinforcement shall be placed in accordance with ACI 315 and ACI Manual of Standard Practice.
6. Splices in reinforcing bars shall not be less than 48 bar diameters and reinforcing shall be continuous around all corners and changes in direction. Continuity shall be provided at corners and changes in direction by bending the longitudinal steel around the corner 48 bar diameters.
7. For repair of defective, cracked, or loose concrete, the areas must be cut out and the rebar must be cleaned by sandblasting, coated with zinc, and repaired with at least three inches of epoxy/concrete mix of gunnite concrete with sulfate-resistant cement cover.
8. A 1" deep control joint shall be sawcut in seawall cap at every other pile location, or maximum 20' O/C spacing.
9. Per section 2003.8.4.4 of the 2010 Florida Building Code, all aluminum in contact with concrete shall be protected with alkali-resistant coatings, such as heavy bodied bituminous paint or water-white methacrylate lacquer.

SHEET PILE DRIVING NOTES

1. Pile driving operations shall be observed by a special inspector, including test piles sufficient to determine the approximate length required to meet design capacity.
2. Piles shall be driven using an approved cushion block consisting of material so arranged so as to provide the transmission of the hammer energy.
3. Piles shall be driven to required capacity a minimum of 2 feet into rock or until refusal.
4. Piles shall be driven with a drop hammer or gravity hammer provided the weight of the hammer is applicable to the piling material, and the fall of the hammer shall not exceed 6 feet.
5. Piles shall be driven with a variation of not more than 1/2 inch per foot from the vertical, or from the batter line indicated, with a maximum variation of the head of the pile from the position shown on the plans of not more than 3 inches.
6. Where piling must penetrate strata offering high resistance to driving, the structural engineer of record or special inspector may require that the piles be set in pre-drilled or punched holes. The piles shall reach their final penetration by driving.

John H
Omslaer

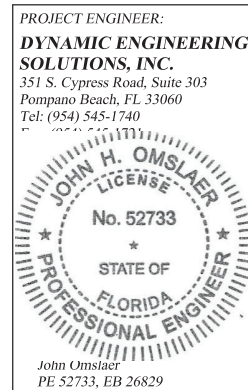
Digitally signed by John H Omslaer
DN: c=US, st=Florida, o=Pompano Beach, ou=Dynamic Engineering Solutions Inc, email=des_inc@bellsouth.net, cn=John H Omslaer
Date: 2022.08.05 10:06:56 -04'
This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C.

GENERAL NOTES

1. Construction to follow 2020 Florida Building code, 7th Edition and amendments as applicable and all local, state, and federal laws.
2. Contractor shall verify the existing conditions prior to commencement of the work. Any conflicts or omissions between existing conditions or the various elements of the working drawings shall be brought to the attention of the Engineer prior to the commencement of the work. Contractor and all subcontractors are responsible for all lines, elevations, and measurements in connection with their work.
3. Do not scale drawings for dimensions.
4. Contractor or customer to pay for all permit fees, inspections, and testing required.
5. Contractor to verify location of existing utilities prior to commencing work.
6. Contractor is responsible for all means, methods, and procedures of work.
7. Contractor to obtain all permits as necessary from all local, state, and federal agencies.
8. Contractor to properly fence and secure area with barricades.
9. Any deviation and/or substitution from the information provided herein shall be submitted to the Engineer for approval prior to commencement of work.
10. All unanticipated or unforeseen demolition and/or new construction conditions which require deviation from the plans and notes herein shall be reported to the Engineer prior to commencement of work.
11. All new materials and/or patchwork shall be provided to match existing materials and/or adjoining work where practical except as specifically noted herein.
12. Licensed contractor shall use all possible care to protect all existing materials, surfaces, and furnishings from damage during all phases of construction.
13. The licensed contractor to install and remove all shoring and bracing as required for the proper execution of the work.
14. All new work and/or materials shall conform to all requirements of each administrative body having jurisdiction in each pertaining circumstance.
15. All improvements must be placed by utilizing a survey from a licensed surveyor.
16. All elevations shown refer to national geodetic vertical datum (NGVD) of 1929.
17. Turbidity Barriers are to surround all in water construction areas during all construction activities.

CONCRETE PILE NOTES

1. Concrete pile concrete shall attain 6000 psi compressive strength in 28 days.
2. Concrete piles shall be reinforced with (4) #6 lo-lax strands, 270 kips, and #5 spiral ties.
3. Concrete piles shall be 12"x12" square, 20 feet minimum length.
4. Concrete piles shall be driven to a minimum bearing capacity of 25 tons.



THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
© THE CHAPPELL GROUP, INC. 2022

Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys/Appraisals

LBTS BEL AIR AVENUE

PREPARED FOR:
TOWN OF LAUDERDALE BY THE SEA

DETAILS

Date: 1/1/2022	Sheet: 8	of: 8
Proj No.: 21-0064		

Broward County
11/18/2022 SSL

Sec. 27-14. Administrative review of EPGMD determinations.

- (a) A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination made pursuant to this chapter concerning:
- (1) The requirement that a facility or activity obtain a license or environmental review approval.
 - (2) Interpretations of license or environmental review approval conditions.
 - (3) Interpretations of variance conditions.
 - (4) The decision to suspend or revoke a license or environmental review approval.
 - (5) The requirement of certain license conditions.
 - (6) The issuance of a license or environmental review approval.
 - (7) The denial of a license or environmental review approval.
 - (8) The scope of a license or environmental review approval, geographic or otherwise.
 - (9) The scope of a variance, geographic or otherwise.
 - (10) The issuance of a stop work order.
 - (11) Similar final administrative determinations.

This administrative review procedure shall be the only means of review available for the above final administrative determinations by either the petitioner or the intervenor (the parties).

- (b) person may not obtain review by this procedure of:
- (1) The issuance or adjudication of or other matters involving a notice of violation or a citation.
 - (2) Internal policy decisions
- (c) A person desiring a review of a staff determination made pursuant to this Chapter shall first bring the determination to the attention of the appropriate section supervisor to attempt to resolve the matter. If a resolution cannot be reached, then the decision shall be reviewed by successive supervisory levels until the issue is resolved or reaches the level of the director or his or her designee for the final determination.
- (d) A person desiring administrative review of a final determination made by the director or the designee shall file a petition with the director for review by the hearing examiner. The petition shall be filed within ten (10) days from the rendition of the action taken or of the decision made by the director. An entity whose license or approval is being challenged shall be a party to the action.
- (e) The review shall not be heard until the provisions of subsection (f) are met. Upon motion to the hearing examiner, an insufficient petition shall be dismissed with or without leave to refile. If a petition is determined to be insufficient by the hearing examiner and the petitioner has been given leave to refile by the hearing examiner, unless otherwise ordered by the hearing examiner, the petitioner must refile within ten (10) days of the rendition of the order of dismissal or the petition will be dismissed with prejudice.

- (f) A sufficient petition for review or petition for intervention in the review shall, at a minimum, contain the following information:
- (1) The nature of the determination sought to be reviewed.
 - (2) A short, plain statement of the facts which form the subject matter upon which the determination was made as asserted by all parties of record at the time that the petition is filed; a statement of the material facts in dispute, if any. If any party is unable to state the matters in sufficient detail at the time initial petition is filed, the petition may be limited to a statement of the issues involved; and thereafter, upon timely written motion, a more definite and detailed statement shall be furnished not less than seven (7) days prior to the date set for the hearing.
 - (3) The specific determination for which the review is sought.
 - (4) The specific legal grounds upon which the parties seek review of the determination.
 - (5) A short statement of the petitioner's or the intervenor's substantial interest in the matter to be reviewed.
 - (6) The specific section of this chapter on which the decision is based, if known, and the specific section that the parties allege should control the decision, if known.
 - (7) A copy of the director's or the designee's written final determination.
 - (8) A statement of the relief requested stating precisely the action that the petitioner wants EPGMD to take with respect to the final determination.
- (g) All pleadings or other documents filed in the proceeding must be signed by a party, the party's attorney, or the party's qualified representative. The signature of a party, the party's attorney or a party's qualified representative constitutes a certificate that he or she has read the pleading or other document and that to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not brought for any improper purposes, such as to harass or to cause unnecessary delay or for frivolous purpose or needless increase in the cost of litigation. If a pleading or other document is signed in violation of these requirements, the hearing examiner, upon motion or his or her own initiative, shall dismiss the matter.
- (h) A petitioner or intervenor may request an emergency hearing to stay all activities or work conducted pursuant to the challenged license or approval. Such petitioner or intervenor has the burden of proof to show by a preponderance of the evidence that the continued activities would cause substantial pollution or degradation to the environment. An emergency hearing shall be scheduled by EPGMD and be held within five (5) days of said request or as soon thereafter as possible subject to the availability of the hearing examiner. The petitioner or intervenor shall comply with the notice provisions of section 27-14(j)(2)a. and c. and section 27-14(j)(3) and (4) of this chapter.
- (i) The petition for review will not stay environmental protection activities required for the remediation or mitigation of a site or facility, the protection of the environment or the health, safety and welfare of the citizens of Broward County, or the prevention of further environmental degradation. The person responsible for these activities must take all necessary steps to prevent environmental degradation and must conduct the remediation or mitigation activities required by this chapter. The director may allow these activities to be delayed until after the hearing examiner's decision by certifying to

the hearing examiner that, by reason of facts stated in the certificate, a delay in the initiation or completion of these activities would not cause substantial environmental degradation or peril to life or property. The delay for conducting these activities may be subject to appropriate terms to ensure protection of the environment. The person responsible for these activities shall be responsible for any environmental damage or any violation of this chapter caused by the delay.

(j) Notice and Scheduling Requirements:

(1) The hearing on the review shall be scheduled within a reasonable time. It shall be the responsibility of the petitioner to request through EPGMD that the hearing date be scheduled. It shall also be the responsibility of the petitioner to give notice in accordance with this section at least ten (10) days prior to the hearing.

(2) The petitioner shall give notice of the hearing by:

- a. Giving personal notice to all proper parties; and
- b. Publishing notice on two (2) days in a newspaper of general circulation in the county; and
- c. Posting notice at a location determined by the Broward County Administrator's Office.

(3) The petitioner shall bear the cost of giving notice.

(4) The notice shall contain, at a minimum:

- a. A description and location of the facility or the activity to be conducted by the petitioner; and
- b. The time and place of the hearing.

(k) The petitioner shall bear the cost of accurately and completely preserving all testimony and providing full or partial transcripts to all parties.

(l) The hearing shall be a quasi-judicial hearing.

(1) The applicant/petitioner requesting the administrative review, any intervenor/petitioner and EPGMD shall have an opportunity to respond to and to present witnesses, other evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, and to be represented by counsel. Members of the general public who are not intervenors as set forth in Section 27-14 of this chapter are not parties to the proceeding.

(2) When appropriate, the general public may be given an opportunity to present oral or written communications. If the hearing examiner proposes to consider such material, then all parties shall be given an opportunity to cross-examine, challenge or rebut it.

(m) Denial, protest of, revocation, or suspension of a license, environmental review approval, or any other approval:

(1) In regard to denial or protest of approval of a license and any other review of an administrative decision, notwithstanding (2) below, the petitioner shall have the burden of showing, by a preponderance of the evidence, that the determination of the director was an arbitrary and/or capricious abuse of discretion, not supported by competent, substantial evidence or not in conformance with the

essential requirements of this chapter. The hearing examiner shall not substitute his or her judgment for that of EPGMD on an issue of discretion even though the hearing examiner may have reached a different conclusion based on the same facts.

- (2) In an action to revoke or suspend a valid license or approval, the burden shall be upon EPGMD to prove, by a preponderance of the evidence in an administrative hearing, the grounds for revocation or suspension. The license holder or approval recipient shall be provided notice of the hearing and a copy of the petition stating the grounds for revocation or suspension as provided in section 27-63 of this chapter. The petition shall state with specificity the acts complained of in order to allow the license holder or approval recipient an opportunity to prepare a defense. The hearing shall be conducted in accordance with the provisions of Section 27-37 of this chapter.
- (n) Findings of fact shall be based exclusively on the evidence of record and on matters officially recognized.
- (o) If the hearing examiner finds that the director or his or her designee has erroneously interpreted a provision and that a correct interpretation compels a particular action, he or she shall remand the case to the director or his or her designee for further action under a correct interpretation of the provision.
- (p) The hearing examiner shall complete and submit to the director and all parties a final order consisting of his or her findings of fact and conclusions of law.
- (q) A party to the hearing may obtain appellate review of the final order as provided by section 27-42 of this chapter.
- (r) A petitioner or intervenor shall pay a filing fee at the time the application for review is filed. The amount of the filing fee shall be set by resolution of the Board.

(Ord. No. 2003-34, § 1, 9-23-03; Ord. No. 2005-08, § 2.03, 4-26-05)
Secs. 27-15--27-19. Reserved.

Special Conditions for all Projects:

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant’s/Permittee’s behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

- a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
7. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):
 - a. All projects must be sited and designed to avoid or minimize impacts to mangroves.
 - b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - (1) Removal to install up to a 4-ft-wide walkway for a dock.
 - (2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.
 - (3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.
 - (a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the

authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).
 - b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI constitutes a violation of the Federal authorization.
14. The SPGP VI will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI will be evaluated by the Corps.
15. If the SPGP VI expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI will remain in effect provided the activity is completed within 12 months of the date the SPGP VI expired or was revoked.

Special Conditions for Shoreline Stabilization activities.

1. Shoreline stabilization structures other than vertical seawalls shall be no steeper than a 2 horizontal:1 vertical slope (Reference: JAXBO PDC A1.1.4.).
2. Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap.
3. Living shoreline structures and permanent wave attenuation structures can only be constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).
 - a. Reef balls or similar structures are authorized if they are not open on the bottom, are open-bottom structures with a top opening of at least 4 ft, or are pre-fabricated structures, such as reef discs stacked on a pile, and are designed in a manner that would not entrap sea turtles.
 - b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained or bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).
 - c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.)
 - d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).
 - e. Other materials are not authorized by this SPGP VI (Reference: JAXBO PDC A7.5.).

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

1. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).
2. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
 - a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
3. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:
 - a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.
4. Regarding SAV, the design and construction of a Project must comply with the following:
 - a. A pile supported structure
 - (1) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:
 - (a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of

Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required, and boatlifts may include a cover.

5. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>.

(1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

6. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile

Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

7. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained, and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).
8. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
9. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
10. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
11. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
 - (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
 - (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

General Conditions for All SPGP Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this

permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

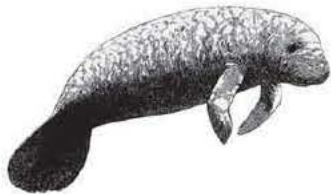
SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



COMMENCEMENT NOTIFICATION

*Within 10 days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2015-2575, SPGP VI

FDEP or Designee Permit Number: _____

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE
SPGP V-R1

Permit Number: _____

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

Department of the Army Permit Transfer for SPGP VI

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

(Subdivision)

(Lot)

(Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(Transferee Signature)

(Date)

(Name Printed)

(Street address)

(Mailing address)

LBTS Bel Air Avenue - Seawall Improvements
TCG No. 21-0064
Bid Form

Bidder Name: <u>Ray Qualmann Marine Construction, Inc.</u>			5.9.23
Item	Price	Notes	
Mobilization	\$ 2,000		
Removal of existing portion of concrete cap	\$		
Total for Demolition	\$ 3,500		
Seawall materials and (46) concrete 12-inch piles	\$		
Installation of 254 ln. ft. seawall with king and batter piles - labor and equipment	\$		
Total for Seawall	\$ 254,000		
Installation of 20 ln. ft. upland retaining wall	\$		
Total for Retaining Wall	\$ 38,000		
Permitting	\$ N/A	City Permit Fee Shall Be Added To Base Contract Amount	
Bond	\$ 10,000		
Turbidity/Permit Compliance	\$ 1,500		
As-Built Drawings	\$ 1,000		
Total for Misc.	\$		
Total Bid Amount	\$ 330,000		



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Old Business

Subject Title: Resolution 2023-28 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR ENGINEERING OVERSIGHT SERVICES FOR THE BEL AIR SEAWALL PROJECT, IN AN AMOUNT NOT TO EXCEED \$26,677.50; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. **(EXHIBIT 1)**

Explanation: As part of the Town's FY 23 CIP the Bel Air Seawall was scheduled to be replaced with a new wall placed in front of the existing wall which had been deemed past its useful life.

The Chappell Group was selected to provide bidding assistance services to the Town for this project and now staff is requesting that we retain their expertise to provide construction oversight for the project this will include the following items:

Construction Observation

Conduct site observations once a week and as necessary during construction (based on 13 weeks of construction) of the proposed seawall construction to review for compliance with approved permits. Prepare punch lists and construction reports for submittal to Client and contractor. Review as-built's of the seawall and submit with certifications to the environmental agencies for close out provided by Engineer. Attend meetings with engineer, contractor, and Client when requested. Assist client and engineer with responses to RFIs from contractor.

Meetings with Client

Attend weekly meetings with Client and contractor as requested regarding construction schedule, progress, compliance, pay requests, and punch list items to be addressed.

Reimbursables – Structural Engineer Construction Observation & As-built Certification

Structural Engineer to conduct site observations once a week for an estimated thirteen (13) weeks as necessary during construction of the new seawall, prepare punch lists for submittal to Client and contractor.

Review as-builts of the seawall and prepare certifications to the environmental agencies for close out. Attending meetings and assisting with Contractor RFI'S.

Task	Cost
Construction Observation	\$12,670.26
Client Meetings	\$4,257.24
Reimbursables- Construction Observation and As-built Certification (Structural Engineer)	\$9,750.00
TOTAL	\$26,677.50

Recommendation: Approve Resolution 2023-28 approving and authorizing the Town Manager to execute an agreement with the Chappell Group for Engineering Oversight of the Bel Air Seawall Project in an amount not to exceed \$26,677.50.

Exhibits:

- Ex. 1 Resolution 2023-28
- Ex. 2 Chappell Group Agreement
- Ex. 3 Chappell Group Proposal

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE AGREEMENT
WITH THE CHAPPELL GROUP, INC. FOR ENGINEERING
OVERSIGHT SERVICES FOR THE BEL AIR SEAWALL
PROJECT, IN AN AMOUNT NOT TO EXCEED \$26,677.50;
AUTHORIZING THE TOWN MANAGER TO EXECUTE THE
AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) is in need of engineering oversight services for the Bel Air seawall improvements (the “Project”); and

WHEREAS, The Chappell Group has provided the Town with a quote for engineering oversight services (the “Services”), in an amount not to exceed \$26,677.50; and

WHEREAS, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve, and authorize the Town Manager to execute, an agreement with The Chappell Group for the Services, attached as Exhibit “A,” in an amount not to exceed \$26,677.50 (the “Agreement”).

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

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

Section 2. Competitive Solicitation Exempt. The Town Commission finds the Agreement with The Chappell Group for the Services is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services.

Section 3. Agreement Approved. The Agreement with The Chappell Group for the Services, attached as Exhibit “A,” in an amount not to exceed \$26,677.50, is hereby approved.

Section 4. Execution Authorized. The Town Manager is hereby authorized to execute the Agreement with The Chappell Group for the Services, attached as Exhibit “A,”

34 together with such non-substantial changes as are acceptable to the Town Manager and approved as
35 to form and legal sufficiency by the Town Attorney.

36 **Section 5. Implementation.** The appropriate Town officials are authorized to do all
37 things necessary to carry out the aims of this Resolution.

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

40 **PASSED AND ADOPTED** this 27th day of June, 2022.

41
42
43 _____
MAYOR CHRIS VINCENT

44 Attest:

45
46
47 _____
48 Katrina Adler, Town Clerk

49
50 APPROVED AS TO FORM:

51
52
53 _____
54 Susan L. Trevarthen, Town Attorney

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

This Agreement for professional services (“Agreement”), made and entered into this 27th day of June 2023 (“Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and The Chappell Group, Inc. (the “**Consultant**”).

WHEREAS, the Town desires to contract with Consultant for the professional engineering oversight services for the Bel Air Avenue Seawall Improvements Project, and the Consultant desires to contract with the Town to provide the services.

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

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

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

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

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

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

3. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant’s Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed \$26,677.50. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 13. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Consultant based upon such entry.

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

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

as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

6. Termination.

6.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

6.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

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

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

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

For The Consultant: Sarah Chappell
 The Chappell Group, Inc.
 714 East McNab Road
 Pompano Beach, FL 33060

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

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

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made

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

in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

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

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

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

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

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

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

- (a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town
- (b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

14. Scrutinized Companies

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

15. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

16. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based

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

upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

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

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

19. Ethics.

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

20. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

TOWN:	CONSULTANT:
TOWN OF LAUDERDALE-BY-THE-SEA	
By: _____ Linda Connors, Town Manager	By: _____

By: _____
Lucila Lang, Finance Director

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



June 15, 2023

Mr. Ken Rubach
Municipal Services Director
Town of Lauderdale By The Sea
4501 N. Ocean Drive
Lauderdale By The Sea, FL 33308

RE: LBTS BEL AIR AVENUE SEAWALL IMPROVEMENTS, BROWARD COUNTY
Construction Administration
TCG Project No. 21-0064
TCG Proposal No. 2023.086

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

I. ENVIRONMENTAL SERVICES

1.1 Construction Observation (Task No. 1120)

Conduct site observations once a week and as necessary during construction (based on 13 weeks of construction) of the proposed seawall construction to review for compliance with approved permits. Prepare punch lists and construction reports for submittal to Client and contractor. Review asbuilts of the seawall and submit with certifications to the environmental agencies for close out provided by Engineer. Attend meetings with engineer, contractor, and Client when requested. Assist client and engineer with responses to RFIs from contractor.

Lump Sum.....\$12,670.26

1.3 Meetings with Client (Task No. 1170)

Attend weekly meetings with Client and contractor as requested regarding construction schedule, progress, compliance, pay requests, and punch list items to be addressed.

Lump Sum.....\$4,257.24

Reimbursables (Engineer Construction Observation & Asbuilt Certification).....\$9,750.00

1

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG. In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

Hourly Fee Schedule

See attached Exhibit B for rates.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

Cost Estimates

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless

2

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

Permits and Approvals

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

Construction Requirements

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. THESE

Initial for Acceptance _____

REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Force Majeure

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

4

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Termination

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

- (a) fails to pay any amount when due under this Agreement;

5

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

Waiver

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Litigation Costs and Expenses

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Choice of Law, Exclusive Venue, and Jurisdiction

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Initial for Acceptance _____

II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

Name & Title (Printed) on behalf of the Client
and Personally

Name: _____

Address: _____

Firm Name (Printed)

Signature

Email: _____

Date

7

Initial for Acceptance _____

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

This Agreement for professional services (“Agreement”), made and entered into this 27th day of June 2023 (“Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and The Chappell Group, Inc. (the “**Consultant**”).

WHEREAS, the Town desires to contract with Consultant for the professional engineering oversight services for the Bel Air Avenue Seawall Improvements Project, and the Consultant desires to contract with the Town to provide the services.

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

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

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

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

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

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

3. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant’s Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed \$26,677.50. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 13. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Consultant based upon such entry.

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

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

as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

6. Termination.

6.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

6.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

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

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

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

For The Consultant: Sarah Chappell
 The Chappell Group, Inc.
 714 East McNab Road
 Pompano Beach, FL 33060

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

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

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made

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

in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

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

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

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

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

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

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

- (a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town
- (b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

14. Scrutinized Companies

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

15. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

16. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based

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

upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

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

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

19. Ethics.

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

20. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____

By: _____
Lucila Lang, Finance Director

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



June 15, 2023

Mr. Ken Rubach
Municipal Services Director
Town of Lauderdale By The Sea
4501 N. Ocean Drive
Lauderdale By The Sea, FL 33308

RE: LBTS BEL AIR AVENUE SEAWALL IMPROVEMENTS, BROWARD COUNTY
Construction Administration
TCG Project No. 21-0064
TCG Proposal No. 2023.086

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

I. ENVIRONMENTAL SERVICES

1.1 Construction Observation (Task No. 1120)

Conduct site observations once a week and as necessary during construction (based on 13 weeks of construction) of the proposed seawall construction to review for compliance with approved permits. Prepare punch lists and construction reports for submittal to Client and contractor. Review asbuilts of the seawall and submit with certifications to the environmental agencies for close out provided by Engineer. Attend meetings with engineer, contractor, and Client when requested. Assist client and engineer with responses to RFIs from contractor.

Lump Sum.....\$12,670.26

1.3 Meetings with Client (Task No. 1170)

Attend weekly meetings with Client and contractor as requested regarding construction schedule, progress, compliance, pay requests, and punch list items to be addressed.

Lump Sum.....\$4,257.24

Reimbursables (Engineer Construction Observation & Asbuilt Certification).....\$9,750.00

Initial for Acceptance _____

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG. In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

Hourly Fee Schedule

See attached Exhibit B for rates.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

Cost Estimates

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless

2

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

Permits and Approvals

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

Construction Requirements

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. THESE

Initial for Acceptance _____

REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Force Majeure

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

4

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Termination

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

- (a) fails to pay any amount when due under this Agreement;

Initial for Acceptance _____

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

Waiver

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Litigation Costs and Expenses

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Choice of Law, Exclusive Venue, and Jurisdiction

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Initial for Acceptance _____

II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

Name & Title (Printed) on behalf of the Client
and Personally

Name: _____

Address: _____

Firm Name (Printed)

Signature

Email: _____

Date

7

Initial for Acceptance _____

June 15, 2023

Mr. Ken Rubach
Municipal Services Director
Town of Lauderdale By The Sea
4501 N. Ocean Drive
Lauderdale By The Sea, FL 33308

RE: LBTS BEL AIR AVENUE SEAWALL IMPROVEMENTS, BROWARD COUNTY
Construction Administration
TCG Project No. 21-0064
TCG Proposal No. 2023.086

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

I. ENVIRONMENTAL SERVICES

1.1 Construction Observation (Task No. 1120)

Conduct site observations once a week and as necessary during construction (based on 13 weeks of construction) of the proposed seawall construction to review for compliance with approved permits. Prepare punch lists and construction reports for submittal to Client and contractor. Review asbuilts of the seawall and submit with certifications to the environmental agencies for close out provided by Engineer. Attend meetings with engineer, contractor, and Client when requested. Assist client and engineer with responses to RFIs from contractor.

Lump Sum.....\$12,670.26

1.3 Meetings with Client (Task No. 1170)

Attend weekly meetings with Client and contractor as requested regarding construction schedule, progress, compliance, pay requests, and punch list items to be addressed.

Lump Sum.....\$4,257.24

Reimbursables (Engineer Construction Observation & Asbuilt Certification).....\$9,750.00

Initial for Acceptance _____

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG. In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

Hourly Fee Schedule

See attached Exhibit B for rates.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

Cost Estimates

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless

Initial for Acceptance _____

from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

Permits and Approvals

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

Construction Requirements

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. THESE

Initial for Acceptance _____

REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Force Majeure

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

4

Initial for Acceptance _____

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Termination

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

- (a) fails to pay any amount when due under this Agreement;

Initial for Acceptance _____

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

Waiver

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Litigation Costs and Expenses

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Choice of Law, Exclusive Venue, and Jurisdiction

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Initial for Acceptance _____

II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

Name & Title (Printed) on behalf of the Client
and Personally

Name: _____

Address: _____

Firm Name (Printed)

Signature

Email: _____

Date

7

Initial for Acceptance _____



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Linda Connors, Town Manager and Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Old Business

Subject Title: RESOLUTION 2023-29 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GUARANTEED MAXIMUM PRICE FROM STATE CONTRACTING & ENGINEERING CORPORATION FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the April 25, 2023 meeting the Commission authorized the Town Manager to execute a work authorization with State Contracting & Engineering Corporation (SCEC) for Pre-Construction Services which included creation of a Guaranteed Maximum Price Contract (GMP).

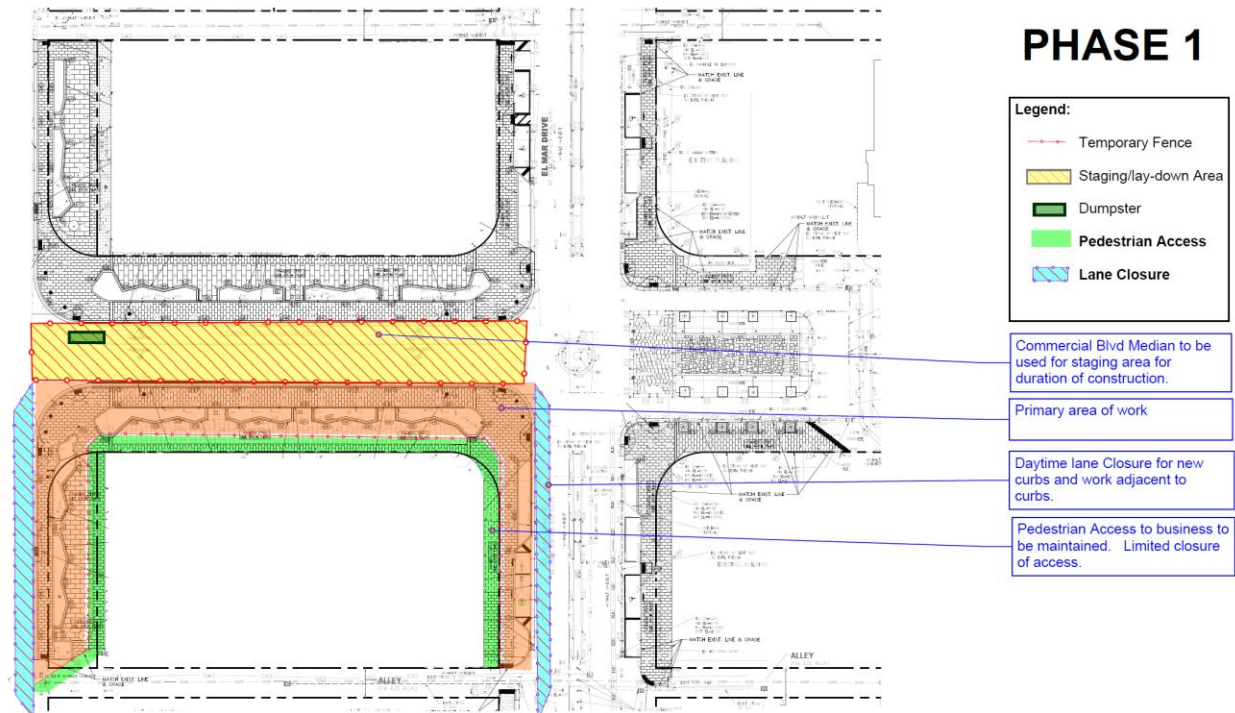
The estimate provided by Architectural Alliance at the February 2, 2023 Commission Meeting was \$1,350,000. Actual pricing came in significantly higher across all the major categories including paver installation, electrical, signage, and concrete work. Unfortunately, this continues to highlight the tight labor market within the construction industry in Florida leading to higher labor and material costs.

Project Phasing/Staging:

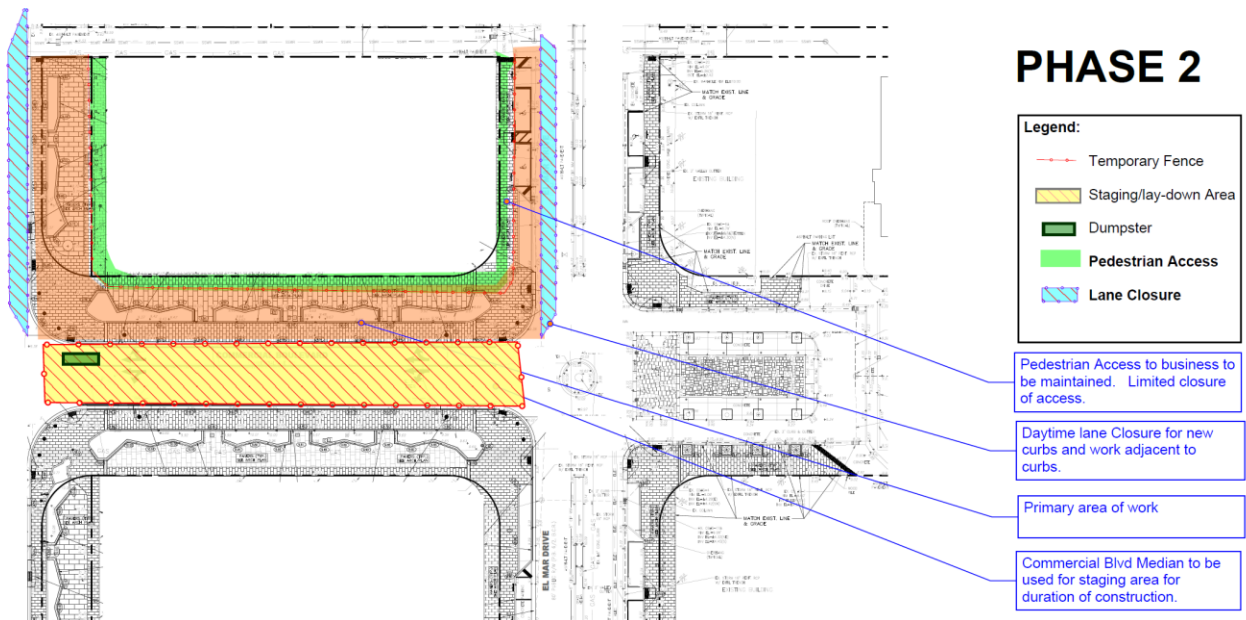
The proposed project includes the area east of and including Ocean Drive (State Road A1A) to the beach and extending to the alleys north and south of the Commercial Blvd. To provide staging for the construction project, Commercial Boulevard between A1A & El Mar Drive will be closed during the length of the project. Other staging options were explored however they would have added significant time to the project's completion and would have created additional disturbances to residents and businesses outside of the construction area.

The GMP (**Exhibit 2**) breaks down the project into 4 phases which are listed below.

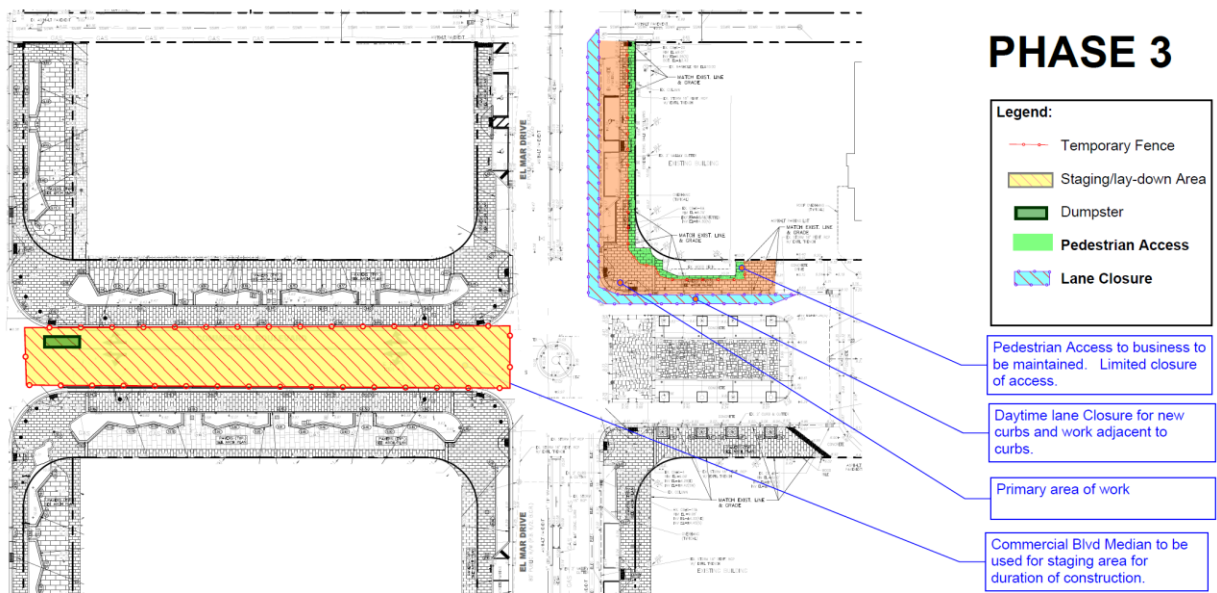
Phase I: South side of Commercial Blvd west of El Mar Drive including A1A as well as the Southwest portion of El Mar Drive.



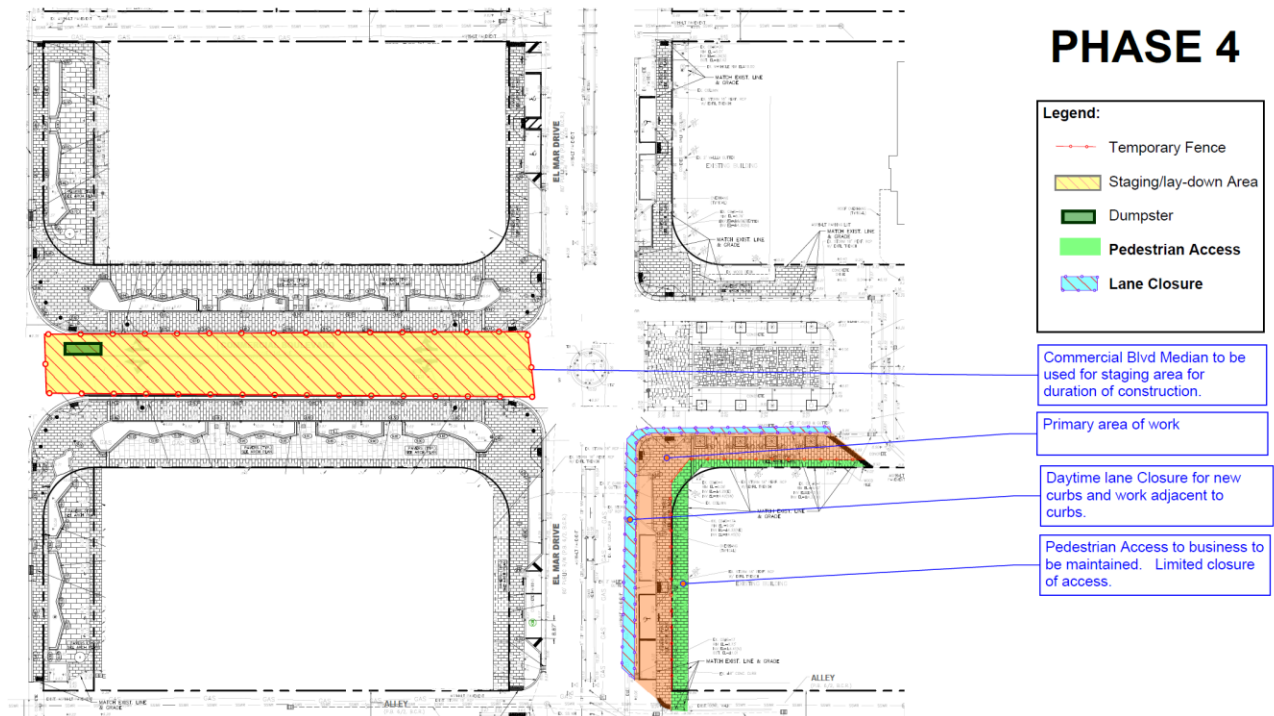
Phase II: North side of Commercial Blvd west of El Mar Drive including A1A as well as the Northwest portion of El Mar Drive.



Phase III: Northside of Commercial Blvd east of El Mar Drive including A1A as well as the Northeast portion of El Mar Drive



Phase IV: Southside of Commercial Blvd east of El Mar Drive including A1A as well as the Southeast portion of El Mar Drive



Project Funding:

The Town received \$3.34 million from the Federal Government to spend on projects related to COVID. Qualifying projects are limited in scope and must be completed within a short time frame. Originally the Commission allocated \$1.2 million of the ARPA funding toward the Codrington Drive drainage project and \$1.2 million allocated for the downtown. As well as \$100,000 from the Pier Point settlement funds.

Staff is now recommending using \$2.9 million and \$300,000 in Pier Point settlement funds to fully fund the GMP as presented.

To accommodate the additional downtown costs, staff recommends using the remaining ARPA funds (\$440,000), the \$511,000 we received as a direct allocation from the state legislature for this project and \$650,000 from funding allocated for Friedt Park playground. The playground project would be moved to FY24 which would be a more realistic time to begin this project.

If approved, staff will bring forward a CIP budget amendment to reflect these changes at a future meeting.

Recommendation: Approve Resolution 2023-29 approving a GMP and authorizing the Town Manager to execute a Work Authorization with SCEC for the Downtown Enhancement Project in an amount not to exceed \$3,132,700 (**Exhibit 2**) consistent with the Continuing Services CMAR Agreement.

Exhibits: Ex. 1 Resolution 2023-29
Ex. 2 GMP

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING A GUARANTEED
MAXIMUM PRICE FROM STATE CONTRACTING &
ENGINEERING CORPORATION FOR THE DOWNTOWN
ENHANCEMENT PROJECT; AUTHORIZING THE TOWN
MANAGER TO EXECUTE A WORK AUTHORIZATION;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 17-11-10 (the “RFQ”), requesting that qualified general contractors submit their qualifications to the Town to perform as a construction manager at risk for Town projects; and

WHEREAS, on February 27, 2018, pursuant to the RFQ, the Town Commission awarded State Contracting & Engineering Corporation (“SCEC”) a Continuing Contract for Construction Manager-At-Risk Contract Services (the “Continuing Contract”); and

WHEREAS, on April 25, 2023, the Town Commission approved a work authorization with SCEC for pre-construction services for the Downtown Engagement Project (the “Project”), which included development of a Guaranteed Maximum Price proposal (“GMP”); and

WHEREAS, SCEC has provided a GMP Proposal, attached hereto as Exhibit “A” (the “GMP Proposal”) in the amount of \$3,132,700 (the “GMP”); and

WHEREAS, the Town Commission wishes to approve the GMP and authorize the Town Manager to execute a work authorization with SCEC in an amount not to exceed \$3,132,700, consistent with the GMP Proposal and the Continuing Contract previously entered into between the Town and SCEC; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the GMP and authorize the Town Manager to execute a work authorization with SCEC.

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

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

Section 2. GMP Approved. The GMP with SCEC in the amount of \$3,132,700 for the Project, is hereby approved.

Section 3. Authorization to Execute a Work Authorization. The Town Manager is hereby authorized to execute a work authorization in an amount not to exceed \$3,132,700, consistent with the GMP Proposal and the Continuing Contract previously entered into between the Town and SCEC, subject to the terms of the work authorization being acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this 27th day of June, 2023.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Downtown East of Ocean Drive
Streetscape Beautification
Town of Lauderdale-By-The-Sea



Guaranteed Maximum Price Proposal

Submitted 06.16.23
5391 N Nob Hill Rd
Sunrise, FL 33351
P: 954.923.4747, ext. 117
Contact: Adrian Viera



TABLE OF CONTENTS: **Downtown East of Ocean Drive Streetscape Beautification**

Section 1: Introduction

Section 2: GMP Proposal

Section 3: Qualifications

Section 4: Bid Results Breakdown

Section 5: Drawing Log

Section 6: Phasing / Staging Plan



SECTION 1: INTRODUCTION

June 16, 2023

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

RE: Guaranteed Maximum Price for Downtown East of Ocean Drive Streetscape Beautification

Dear Mr. Rubach:

Please find our Guaranteed Maximum Price proposal in the amount of \$3,132,700.00 for the work associated with the Downtown East of Ocean Drive Streetscape Beautification project.

We look forward to working with the Town again to complete this project successfully.

Thank you for the opportunity.

Sincerely,

State Contracting & Engineering Corp.



Paul A. Carty, LEED AP
President

SECTION:

2

GMP PROPOSAL
AND COST SUMMARY



Lauderdale-by-the-Sea: East of Ocean Dr. - Streetscape Beautification

ESTIMATE NO./REF. GMP
LOCATION/OWNER: Broward County / Town of Lauderdale-by-the-Sea
BID DATE: June 10, 2023

1	2	3	4	5	6	7	8	9	10
Div. No.	CSI Cost Code	Bid Package	Description of Work	Bid Amount	Name of Bidder	Number Bids	% Low	Cost Per SF	MWBE
Division 01 - General Requirements									
01	01 00 00	01100 ✓	Construction Phase Fee (CM Staff)	204,795	SCEC	-	-	-	-
01	-	- ✓	General Conditions	15,428	SCEC	-	-	-	-
01	-	02210 ✓	General Requirements	67,050	SCEC	-	-	-	-
01	-	01450 ✓	Testing Services	9,335	Nutting Eng	-	-	-	-
01	-	00360 ✓	LBTS Permits	-	by LBTS	-	-	-	-
01	-	00360 ✓	GPR & Soft Digs	5,200	SCEC/Bloodhound	-	-	-	-
Division 02 - Existing Conditions									
02	02 40 00	02220 ✓	Site Demolition	-	w/ Civil Sitework	-	-	-	-
02	02 40 00	02220 ✓	Protection of Existing Surfaces	22,570	SCEC	-	-	-	-
02	-	- ✓	Misc. Patching / Site Restoration	40,785	SCEC	-	-	-	-
02	02 40 00	02220 ✓	Pedestrian MOT Devices & Implementation	91,071	ACME/SCEC	-	-	-	-
02	-	- ✓	Vehicular MOT Devices & Implementation	82,255	ACME	2	64.02%	-	-
02	-	- ✓	MOT Design	10,000	Joseph Roles & Assoc.	-	-	-	-
Division 03 - Concrete									
03	03 30 00	03300 ✓	Concrete (Foundations & Header Curb)	223,890	H&R Const.	2	6.44%	-	-
03	03 45 13	03480 ✓	Precast Low Wall	325,580	Premier Precast	2	6.75%	-	-
Division 10 - Specialties									
10	10 14 00	10400 ✓	Signage (Directional)	23,387	Art Sign	1	-	-	-
10	10 14 63	10100 ✓	Signage (Theme)	46,104	Art Sign	1	-	-	-
Division 26 - Electrical									
26	26 00 00	16050 ✓	Electrical	648,264	Universal Elec.	3	0.25%	-	-
Division 31 - Earthwork									
31	31 00 00	02300 ✓	Sitework	465,050	Stanford	2	1.06%	-	-
31	31 10 00	02370 ✓	Erosion & Sedimentation Controls	-	w/ Civil Sitework	-	-	-	-
Division 32 - Exterior Improvements									
32	32 10 00	02370 ✓	Paving Mill & Resurface w/ Striping + Site Concrete	-	w/ Civil Sitework	-	-	-	-
32	32 00 00	02780 ✓	Brick Unit Pavers (Install Only)	214,620	US Brick+Block	4	1.25%	-	-
32	32 30 00	02790 ✓	Tree Pit Paver (Addapave)	11,514	America's Best	1	-	-	-
32	32 00 00	02820 ✓	Custom Planter (ANOVA)	11,547	ANOVA	1	-	-	-
32	32 80 00	02810 ✓	Irrigation	28,890	B&R	4	2.07%	-	-
32	32 90 00	02945 ✓	Landscape	119,680	B&R	4	0.21%	-	-
Division 33 - Utilities									
33	33 00 00	02500 ✓	Site Drainage	-	w/ Civil Sitework	-	-	-	-
Sub Total Direct Cost =				2,667,015					
OWNER'S CONTINGENCY				6.000%	160,021				
OCP INSURANCE				0.240%	6,401				
GENERAL LIABILITY INSURANCE				1.350%	38,251				
BUILDERS RISK INSURANCE				-	0	Not Included			
SUB TOTAL WITH INSURANCE					2,871,688				
BOND				1.008%	28,960				
SUB TOTAL WITH BOND					2,900,648				
CM FEE					232,052				
SUB TOTAL WITH FEE					3,132,700				
MATERIAL ESCALATION					None Included				
GMP Total =					3,132,700				



CM Staff + General Conditions + Requirements

Lauderdale-by-the-Sea: East of Ocean Dr. - Streetscape Beautification

ESTIMATE NO./REF. GMP

LOCATION/OWNER: Broward County / Town of Lauderdale-by-the-Sea

BID DATE: June 10, 2023

1	2	3	4	5	6	7	8	9	10	11
Div. No.	CSI Cost Code	Enter Quantity	Unit	Description of Work	Unit Cost	Labor Burden	not used	not used	not used	TOTAL
Construction Phase Fee (CM Staff)										
01	01 30 00	3	Week	Project Executive	4,725.00	incl.				\$ 14,175
01	01 30 05	12	Week	Project Manager	3,240.00	incl.				\$ 38,880
01	01 30 15	8	Week	APM/Project Engineer	2,700.00	incl.				\$ 21,600
01	01 30 20	20	Week	Superintendent	3,375.00	incl.				\$ 67,500
01	01 30 25	20	Week	Assistant Superintendent	2,025.00	incl.				\$ 40,500
01	01 30 30	6	Week	Project Coordinator	1,822.50	incl.				\$ 10,935
01	01 30 35	2	Week	Project Accountant	2,632.50	incl.				\$ 5,265
01	01 30 40	2	Week	Safety/Quality Control	2,970.00	incl.				\$ 5,940
Subtotal Direct Supervision CM Staff										\$ 204,795
Div. No.	CSI Cost Code	Enter Quantity	Unit Measure	Description of Work	Unit Cost				Total Unit w/Tax	TOTAL
General Conditions										
Support - Field Staff										
01		5	Month	Communications (wireless service)	450.00				450.00	\$ 2,250
01	01 52 20	5	Month	Field Office Rental	750.00				750.00	\$ 3,750
01	01 52 21	1	LS	Field Office Setup/Removal	2,500.00				2,500.00	\$ 2,500
01	01 52 23	1	1	Field Office Furniture	500.00				500.00	\$ 500
	01 52 26	5	Month	Computer Systems	500.00				500.00	\$ 2,500
01	01 31 02	5	Month	Mail Services & Courier	50.00				50.00	\$ 250
01	01 31 01	1	Month	Office Supplies	106.00				106.00	\$ 106
01	01 51 40	20	Weeks	Water, Ice and Cups	65.00				65.00	\$ 1,300
01	01 35 02	5	Month	Safety Supplies	79.50				79.50	\$ 398
01	01 52 16	5	Month	First Aid Supplies	79.50				79.50	\$ 398
01	01 35 03	2	Each	Fire Extinguishers	88.50				88.50	\$ 177
		1	LS	Copier/Printer/Fax	300.00				300.00	\$ 300
01	01 30 03	1	LS	Blueprints & Copies	1,000.00				1,000.00	\$ 1,000
Subtotal General Conditions										\$ 15,428
General Requirements										
Field Office & Yard										
01	01 74 13	4	Week	General Labor	1,450.00	incl.			-	\$ 5,800
01	01 52 13	5	Month	Temporary Storage Containers	255.00				255.00	\$ 1,275
01	01 52 13	2	Each	Temporary Storage (Delivery/Pickup)	300.00				300.00	\$ 600
01	01 58 13	1	LS	Job Signs	2,000.00				2,000.00	\$ 2,000
01	01 32 33	5	Month	Progress Photographs	75.00				75.00	\$ 375
01	01 41 22	5	Month	Temp Electric (Generator Fuel)	200.00				200.00	\$ 1,000
01	01 41 22	1	LS	Temp Electric (Generator)	2,500.00				2,500.00	\$ 2,500
01	01 51 19	10	Month	Portable Toilets	280.00				280.00	\$ 2,800
01	01 74 19	10	Load	Trash Dumpsters & Fees	700.00				700.00	\$ 7,000
01	01 35 01	2	Each	Safety Inspections	450.00				450.00	\$ 900
01	01 54 05	1	LS	Small Tools	800.00			800.00	800.00	\$ 800
01	01 95 01	1	LS	Misc. GC Expense	1,500.00				1,500.00	\$ 1,500
01	01 54 02	5	Month	Material Unloading	3,500.00				3,500.00	\$ 17,500
01		1	LS	Final Site Cleanup	8,000.00				8,000.00	\$ 8,000
01	01 32 23	1	LS	Survey & Layout	15,000.00				15,000.00	\$ 15,000
Subtotal General Requirements										\$ 67,050
TOTAL										287,273

SECTION:

3

QUALIFICATIONS



SECTION 3: QUALIFICATIONS

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

Bid Documents as follows: Permit Plans dated March 20, 2023, + Rev #1 dated May 3, 2023, as prepared by Architectural Alliance Landscape.

Clarifications, qualifications, and exclusions expressed or stated by SCEC in this document take precedence over the project documents.

Division 01 – GENERAL:

1. GMP proposal does not include Builders Risk, Installation Floater, or Professional Liability Insurance.
2. GMP proposal does not include any permit, capital improvement, connection, or impact fees.
3. GMP does not include specified wage rates, grant money requirements, and/or certified payroll.
4. GMP assumes pre-payment of deposit costs for custom fabricated materials (e.g.: precast low wall, signage, etc.).
5. GMP assumes all public relations needs to be done by the owner.
6. GMP assumes sufficient parking spots at the adjacent parking lot to be provided at no charge by the owner.
7. Traffic signal modifications if required, to be done by the owner.
8. GMP does not include purchasing, receiving, or storing the owner's pre-purchased pavers.
9. GMP assumes the logistic costs of accessing and transporting pre-purchased pavers to the project's staging area to be by the owner. SCEC will coordinate with the owner ahead of time for planning multiple mobilizations of paver material to the staging area.
10. GMP assumes that portions of roadways will be closed to vehicular traffic during construction as outlined in the Phasing / Staging Plan.
11. GMP includes work hours from 7:00 am to 5:00 pm, Monday to Saturday.
12. GMP costs are based on the current market prices for the component building materials needed for the scope of the project. However, today's market is volatile, and sudden price increases could occur. SCEC will make all efforts to mitigate increases. Any claim by SCEC for cost increases shall be requested in writing with appropriate support detailing.

Division 10 – SPECIALTIES:

1. GMP does not include new trash receptacles shown on plans.

Division 26 – ELECTRICAL:

1. GMP includes precast foundations for the light poles and bollards.
2. GMP assumes any scope of work related to existing/new light pole mounted camera/antenna to be by the owner.
3. GMP does not include breakaway couplings at any lighting.



SECTION 3: QUALIFICATIONS

Division 32 – EXTERIOR IMPROVEMENTS:

1. GMP does not include 1-year Landscape maintenance.
2. GMP does not guarantee the survival of relocated trees.
3. At off-site tree relocations, GMP includes the scope to be relocated tree, mulch topping, clear access, and no underground conflicts.
4. The final sealer product for pavers is to be determined by on-site sampling, cost will be based on an approved product.
5. From the Planting List, the 'Purple Crinum' is not available in Florida. A budget of \$300 is included for substitution at (4) four locations.
6. GMP assumes the existing irrigation system being connected to is operable condition.

SECTION:

4

BID RESULTS BREAKDOWN

Lauderdale-by-the-Sea: Streetscape Beautification

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work:

Bid Package Number:

Cost Code:

June 10, 2023

Testing Services

01450

•

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per Sf:

SCOPE OF WORK			SUBCONTRACTOR:		
Description	Quantity	Unit Cost	Unit Cost	Unit Cost	Unit Cost
TESTING SERVICES					
Density Tests	40	EA	30	1,200	
Proctor	3	EA	155	465	
Technician Field	40	HRS	65	2,600	
Engineer/Report	8	HRS	140	1,120	
Clerical	16	HRS	50	800	
Concrete Cylinders	30	EA	90	2,700	
LBR	2	EA	225	450	
TOTALS:					
BEST COMBINATION:					9,335 Nutting Eng

SELECTED SUBCONTRACTOR:

Nutting Eng

BEST COMBINATION:	9,335	Nutting Eng
--------------------------	-------	-------------

Notes:

...

2]

15

4

55

1

Estimate Prepared by: AV Ad
Estimate Reviewed by: PAC

Estimate Reviewed by: PAC

Lauderdale-by-the-Sea: Streetscape Beautification

SCF

SUBCONTRACTOR BID EVALUATION

June 10, 2023

June 10, 2023
GPR & Soft Digs

00360

•

Date of Bid:

Scope of Work:

Bid Package Number:

Cost Code:

GPR & Soft Digs

00360

•

SC&EC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	SCEC/Bloodhound	
Scope of Work:					
GC to provide: Underground Locates & Soft Digs for Utilities Conflict					
MATERIALS					
GPR Locates	3	DAYS	1,250.00	3,750	
CREW & EQUIPMENT					
Labor	1	Weeks	1,450.00	1,450	
Bond Premium Adjustment					
Final Price Adjustment					
MWBE Participation (A,W,H,O)					
TOTALS:				5,200	
BEST COMBINATION:		5,200	SCEC/Bloodhound		

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

Lauderdale-by-the-Sea: Streetscape Beautification

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Protection of Existing Surfaces
 Bid Package Number: 02220
 Cost Code: 02 40 00
 Division: 02
 SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Unit	Unit Cost	SCEC		
SCOPE OF WORK:						
Scope of Work:						
GC to provide: Temporary protection for all construction activities.						
MATERIALS						
Storefronts & Windows	1500	SF	2.25	3,375		
Walking surfaces (plywood)	3500	SF	1.70	5,950		
Staging Area	2000	SF	1.70	3,400		
Adjacent Concrete curbs, walks, pavement	500	LF	2.00	1,000		
CREW & EQUIPMENT (install and relocate)						
Skilled Labor	1	Weeks	1,595.00	1,595		
Labor	5	Weeks	1,450.00	7,250		
Bond Premium Adjustment						
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:				22,570		

BEST COMBINATION: 22,570 SCEC

SELECTED SUBCONTRACTOR:

SCEC

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Misc, Patching / Site Restoration
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	SCEC	
Scope of Work:					
GC to provide: Miscellaneous work including all patching, restoration, and repair of adjacent surfaces.					
MATERIALS					
Sod at relocated trees	800	SF	0.55	440	
Cut 4" Squares on Plaza	8	EA	Crew	Crew	
Hand Dig for Addapave Material on Plaza	8	EA	Crew	Crew	
Relocation & Refurbish of Bollard Spheres	12	EA	675.00	8,100	Truck Crane
Patch Electrical Trenches	56	SV	100.00	5,600	
Wood Deck Facia Remove and Replace	1	LS	800.00	800	
Dumpsters	1	LOAD	700.00	700	
Patching - Materials (stucco, paint, drywall etc)	1	LS	4,000.00	4,000	
Existing Tree Protection	33	EA	170.00	5,610	
CREW & EQUIPMENT (install and relocate)					
Skilled Labor	3	Weeks	1,595.00	4,785	
Labor	3	Weeks	1,450.00	4,350	
Fuel	1	LS	200.00	200	
Pressure Cleaner (Job Duration)	1	LS	3,500.00	3,500	
Concrete Saw Cutting - Sub	3	Days	900.00	2,700	
Bond Premium Adjustment					
Final Price Adjustment					
MWBE Participation (A,W,H,O)					
TOTALS:				40,785	

BEST COMBINATION: 40,785 SCEC

SELECTED SUBCONTRACTOR: SCEC

Estimate Prepared by: AV **M**
 Estimate Reviewed by: PAC

Notes:
 1) _____
 2) _____
 3) _____
 4) _____
 5) _____

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC
SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Misc. Patching / Site Restoration
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:		
Description	Quantity	Unit	Unit Cost	SCEC
Scope of Work: GC to provide: Miscellaneous work including all patching, restoration, and repair of adjacent surfaces.				
MATERIALS				
Sod at relocated trees	800	SF	0.55	440
Cut 4' Squares on Plaza	8	EA	Crew	Crew
Hand Dig for Adirapave Material on Plaza	8	EA	Crew	Crew
Relocation of Bollard Spheres	12	EA	375.00	4,500
Patch Electrical Trenches	56	SY	100.00	5,600
Wood Deck Facia Remove and Replace	1	LS	800.00	800
Dumpsters	1	LOAD	700.00	700
Patching - Materials (stucco, paint, drywall etc)	1	LS	4,000.00	4,000
Existing Tree Protection	33	EA	170.00	5,610
CREW & EQUIPMENT (Install and relocate)				
Skilled Labor	3	Weeks	1,595.00	4,785
Labor	3	Weeks	1,450.00	4,350
Fuel	1	LS	200.00	200
Pressure Cleaner (Job Duration)	1	LS	3,500.00	3,500
Concrete Saw Cutting - Sub	3	Days	900.00	2,700
Bond Premium Adjustment				
Final Price Adjustment				
MWBE Participation (A,W,H,O)				
TOTALS:				37,185

BEST COMBINATION:		37,185	SCEC
SELECTED SUBCONTRACTOR:		SCEC	
Estimate Prepared by: AV 		Notes: 1) 2) 3) 4) 5)	
Estimate Reviewed by: PAC			

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Pedestrian MOT Devices & Implementation
 Bid Package Number: 02220
 Cost Code: 02 40 00
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	ACME/SCEC	
Scope of Work:					
GC to provide: Temporary barriers for control of pedestrians, maintain open business, protect areas of construction for public.					
RENTAL COST					
Fence 6' Temp. with feet	2097		6.00	12,582	
Barrier 4' High	25875		0.85	21,942	
Water Filled Barrier	12975		2.33	30,258	
Windscreen	2097		2.00	4,194	
Sandbags	500		8.00	4,000	
Delivery/Pickup	1		2,000.00	2,000	
CREW & EQUIPMENT (Erect and relocate)					
Skilled Labor	1	Weeks	1,595.00	1,595	
Labor	10	Weeks	1,450.00	14,500	
TOTALS:					
			91,071	91,071	
BEST COMBINATION:			91,071	ACME/SCEC	

SELECTED SUBCONTRACTOR: ACME/SCEC

Notes:

1) _____

2) _____

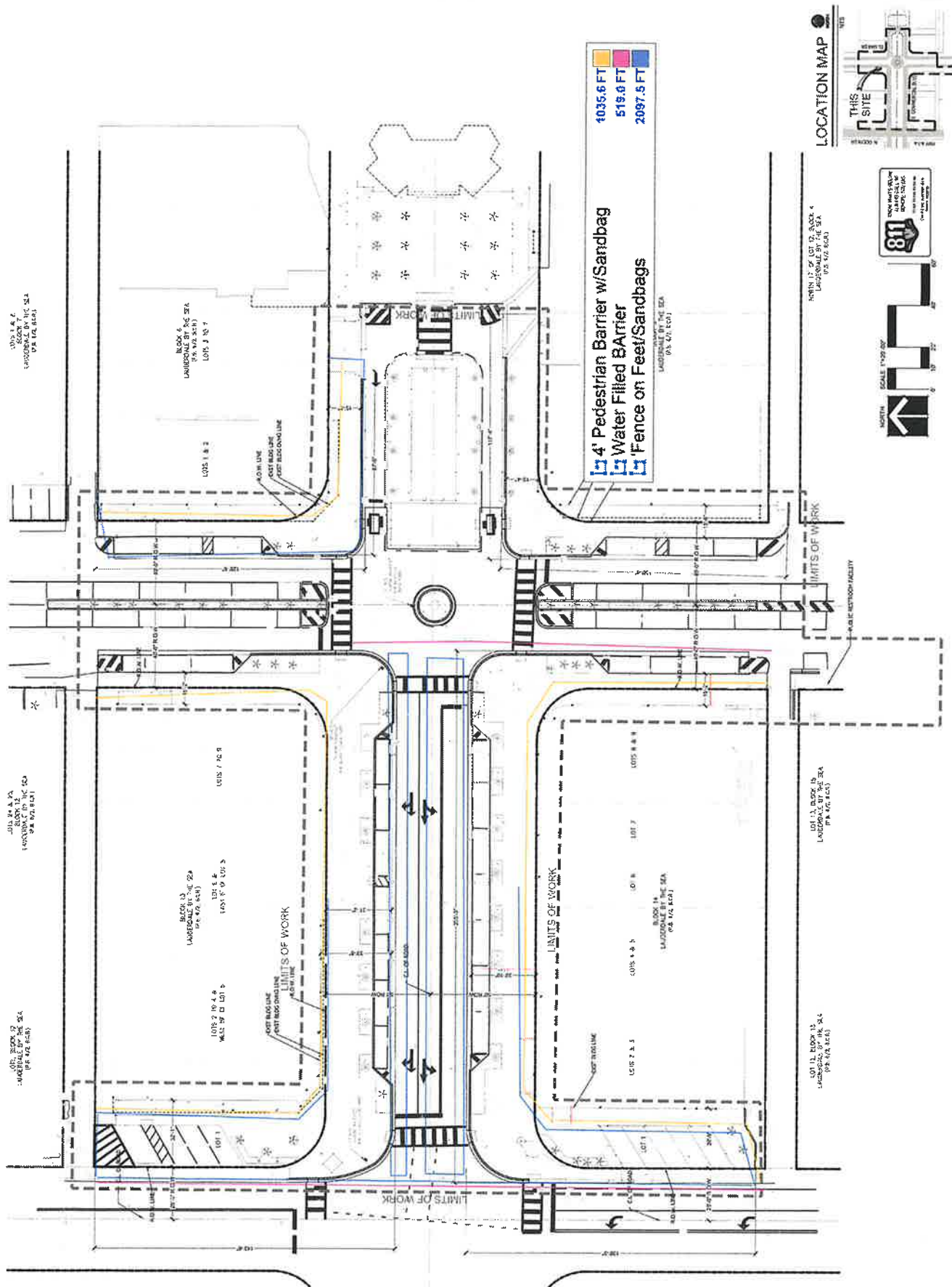
3) _____

4) _____

5) _____

Estimate Prepared by: AV *AV*

Estimate Reviewed by: PAC



Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Vehicular MOT Devices & Implementation
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No./Ref: GMP
 Project Number: 3310
 Cost per SF: .

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity/Days	Unit	ACME		MOT Plans		
			Unit Cost	Total	Unit	Total	
MOT PHASE/SEQUENCE							
MOT DAILY RATES							
Daily MOT Devices	150	DAYS	\$121.70	\$18,255.00	DAYS	\$811.27	
Cones (Qty. 200)	150	DAYS	\$70.00	\$10,500.00	DAYS	\$130.00	
Barrels (Qty. 200)	150	DAYS	\$70.00	\$10,500.00	DAYS	\$130.00	
Single Lane Closure on N. Ocean Dr. (A1A), South	15	DAYS	\$500.00	\$7,500.00	DAYS	\$1,424.54	
Single Lane Closure on El Mar Dr., South	5	DAYS	\$1,800.00	\$9,000.00	DAYS	\$1,424.54	
Single Lane Closure on N. Ocean Dr. (A1A), North	15	DAYS	\$500.00	\$7,500.00	DAYS	\$1,407.42	
Single Lane Closure on El Mar Dr., North	5	DAYS	\$1,800.00	\$9,000.00	DAYS	\$1,407.42	
MOT ONE-TIME ITEMS							
Temp Signal & Pedestrian Route	1	ALLOW	\$5,000.00	\$5,000.00	ALLOW	\$5,000.00	
MOT Setup Along Commercial Btw. N. Ocean (A1A) and El Mar Dr.	2	LS	\$2,500.00	\$5,000.00	LS	\$3,129.75	

SELECTED SUBCONTRACTOR:

ACME

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

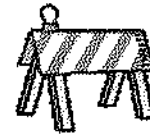
SCEC 2008



ACME BARRICADES LC

Main Office

9800 Normandy Blvd
Jacksonville, Florida 32221
1-800-373-7704



4601 Oakes Road
Davie, FL 33314
TEL. 954-321-8205
FAX. 954-791-0921
Manager Bob Trites

3705 Interstate Parkway
West Palm Beach, FL 33404
TEL. 561-657-8222
FAX. 561-657-8226
Manager Roger Mastrapa

3690 Canal Street
Ft. Myers, FL 33196
TEL. 239-479-5266
FAX. 239-479-6210
Manager Dustin Tanner

DATE: 6/6/2023

PROJECT: East Commercial Blvd Streetscape Beautification
Town of Lauderdale-By-The-Sea

BID DATE:

6/6/2023

COUNTY:

Broward

DAYS:

150

ITEMS	UNITS	PRICE
102-1 DELIVERY FEE(PER DELIVERY)	EA	\$ 40.00
102-1 POST MOUNTING OF SIGNS	EA	\$ 45.00
102-60 WORK ZONE SIGNS	ED	\$ 0.35
102-74-1 CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM	ED	\$ 0.20
CONES	ED	\$ 0.35
102-74-6 CHANNELIZING DEVICE-PEDESTRIAN LCD	ED	\$ 0.45
102-76 ARROWBOARD/ADVANCE WARNING ARROW PANEL	ED	\$ 9.00
102-99 PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	\$ 18.00
102-115 TYPE III BARRICADE	ED	\$ 0.50
LABOR - EQUIPMENT BILLED AT ABOVE QUOTED PRICES		
FULL CLOSURE OF COMMERCIAL BLVD BETWEEN		\$ 2,000.00
SR A1A AND EL MAR DRIVE. TC 4 TO TC 8		
SINGLE LANE CLOSURE ON SR A1A	EA	\$ 500.00
SIDEWALK CLOSURE ON SR A1A	EA	\$ 250.00

*Price excludes bond

*Contractor is responsible for coring asphalt and/or concrete if required for work zone signage

*Prices do not include wall mounting of work zone signs.

*Post mounting of signs will be for the beginning of the project as defined by the plans, and if required thereafter, as ordered and at locations specified by Contractor.

*Reasonable notice is required prior to delivery of MOT devices.

*Contractor is responsible for covering and/or uncovering signs. Acme will provide sign covers if required.

*Prices do not include any labor for lane closures, detours, traffic switches or setups.

*This quotation shall be part of any future contract for work quoted above.

*Acme Barricades, LC shall not perform, or be deemed to perform as the "Worksite Traffic Supervisor" (FDOT Specification 102-3.2 and 105-5.3) without the express written consent of Acme Barricades, to otherwise perform in such capacity

Sincerely,

Tom Brady

tbrady@acmebarricades.com

SERVICE IN A FLASH

ALL PRICING IS CONSIDERED CONFIDENTIAL

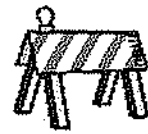


ACME BARRICADES LC

Main Office

9800 Normandy Blvd
Jacksonville, Florida 32221

1-800-373-7704



4601 Oakes Road
Davie, FL 33314
TEL. 954-321-8205
FAX. 954-791-0921
Manager Bob Trites

3705 Interstate Parkway
West Palm Beach, FL 33404
TEL. 561-657-8222
FAX. 561-657-8226
Manager Roger Mastrapa

3690 Canal Street
Ft. Myers, FL 33196
TEL. 239-479-5266
FAX. 239-479-6210
Manager Dustin Tanner

DATE: 6/6/2023

BID DATE: 6/6/2023

PROJECT: East Commercial Blvd Streetscape Beautification
Town of Lauderdale-By-The-Sea

COUNTY: Broward

DAYS: 150

ESTIMATED QUANTITIES

ITEMS	UNITS	QUANTITY	PRICE	TTOTAL
FULL CLOSURE OF COMMERCIAL BLVD BETWEEN				
SR A1A AND EL MAR DRIVE. TC 5 AND TC 8				
102-1 ONE TIME SET-UP. INCLUDES POST MOUNTING OF SIGNS.	EA	1	\$ 2,500.00	\$ 2,500.00
102-60 WORK ZONE SIGNS	ED	82	\$ 0.35	\$ 28.70
102-74-1 CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM CONES	ED	30	\$ 0.20	\$ 6.00
	ED	0	\$ 0.35	\$ -
102-74-6 CHANNELIZING DEVICE-PEDESTRIAN LCD	ED	0	\$ 0.45	\$ -
102-76 ARROWBOARD/ADVANCE WARNING ARROW PANEL	ED	1	\$ 9.00	\$ 9.00
102-99 PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	4	\$ 18.00	\$ 72.00
102-115 TYPE III BARRICADE	ED	12	\$ 0.50	\$ 6.00
TOTAL EQUIPMENT RENTAL PER DAY	EA			\$ 121.70
SINGLE LANE CLOSURE ON SR A1A				
LABOR TO SET-UP AND PICK-UP. INCLUDES EQUIPT.	EA			\$ 500.00
SINGLE LANE CLOSURE ON EL MAR DRIVE				
4 MAN FLAGGING OPERATION FOR UP TO 8 HOURS.	EA			\$ 1,800.00
ADDITIONAL HOURS BILLED AT \$200/HOUR.				
INCLUDES LABOR AND EQUIPMENT.				

*Price excludes bond

*Contractor is responsible for coring asphalt and/or concrete if required for work zone signage

*Prices do not include wall mounting of work zone signs.

*Post mounting of signs will be for the beginning of the project as defined by the plans, and if required thereafter, as ordered and at locations specified by Contractor.

*Reasonable notice is required prior to delivery of MOT devices.

*Contractor is responsible for covering and/or uncovering signs. Acme will provide sign covers if required.

*Prices do not include any labor for lane closures, detours, traffic switches or setups.

*This quotation shall be part of any future contract for work quoted above.

*Acme Barricades, LC shall not perform, or be deemed to perform as the "Worksite Traffic Supervisor" (FDOT Specification 102-3.2 and 105-5.3) without the express written consent of Acme Barricades, to otherwise perform in such capacity

Sincerely,

Tom Brady

tbrady@acmebarricades.com

SERVICE IN A FLASH

ALL PRICING IS CONSIDERED CONFIDENTIAL



MOTPlans.com Inc.
 631 NE 45 Street
 Oakland Park, FL 33334
 Tony Britten
 Cell # 954-854-3946
 Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

Phase 1

# units	Description	U/M	Price	Total
78	Advance Warning Signs	ED	\$0.65	\$ 50.70
162	Pedestrian LCD Barricades	ED	\$1.95	\$ 315.90
8	Type III Barricades	ED	\$1.95	\$ 15.60
40	Traffic Drums	ED	\$0.65	\$ 26.00
1	Arrow Board	ED	\$25.00	\$ 25.00
5	VMS	ED	\$65.00	\$ 325.00
1	Daily Rental Subtotal			\$ 758.20
30	Rental Subtotal		\$758.20	\$ 22,746.00
1	Intial Setup	EA	\$2,500.00	\$ 2,500.00
1	Final Takedown	EA	\$2,500.00	\$ 2,500.00
5	VMS Delivery	EA	\$85.00	\$ 425.00
5	VMS Pickup	EA	\$85.00	\$ 425.00
	Tax			\$ 2,001.72
	Total			\$ 30,597.72

**\$200 Job Minimum*

**Does Not Include Removing or Installing Tubular Delineators*

**Based on 30 Day Rental with 1 Setup / 1 Takedown*

**Based on Preliminary Plans*

**\$125 ea for delivery/pickups (Standard equipment)*



MOTPlans.com Inc.
631 NE 45 Street
Oakland Park, Fl. 33334
Tony Britten
Cell # 954-854-3946
Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

# units	Phase 1B Description	U/M	Price	Total
19	Advance Warning Signs	ED	\$0.65 \$	12.35
160	36" Traffic Cones	ED	\$0.30 \$	48.00
3	Arrow Boards	ED	\$25.00 \$	75.00
1	Rental Subtotal		\$	135.35
1	Setup Phase 1B	EA	\$595.00 \$	595.00
1	Takedown 1B	EA	\$585.00 \$	585.00
	Tax		\$	92.07
	Total		\$	1,407.42

*\$200 Job Minimum

*Does Not Include Removing or Installing Tubular Delineators

*Based on 1 Day Rental with 1 Setup / 1 Takedown

*Based on Preliminary Plans & Phase 1 Remaining In Place

*\$125 ea for delivery/pickups (Standard equipment)



MOTPlans.com Inc.
631 NE 45 Street
Oakland Park, FL 33334
Tony Britten
Cell # 954-854-3946
Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

Phase 1A

# units	Description	U/M	Price	Total
19	Advance Warning Signs	ED	\$0.65	\$ 12.35
180	36" Traffic Cones	ED	\$0.30	\$ 54.00
3	Arrow Boards	ED	\$25.00	\$ 75.00
1	Rental Subtotal			\$ 141.35
1	Setup Phase 1A	EA	\$595.00	\$ 595.00
1	Takedown 1A	EA	\$595.00	\$ 595.00
	Tax			\$ 93.19
	Total			\$ 1,424.54

**\$200 Job Minimum*

**Does Not Include Removing or Installing Tubular Delineators*

**Based on 1 Day Rental with 1 Setup / 1 Takedown*

**Based on Preliminary Plans & Phase 1 Remaining In Place*

**\$125 ea for delivery/pickups (Standard equipment)*

Lauderdale-by-the-Sea: Streetscape Beautification

111

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: MOT Design.
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No/Ref: GMP 3310
Project Number:
Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	Joseph Roberts & Assoc.	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Estimate
MOT Plans for FDOT Permitting		10,000					
Bond Premium Adjustment							
Final Price Adjustment							
MWBE Participation (A, W, H, O)							
TOTALS:		10,000	0	0	0	0	0

BEST COMBINATION: 10,000 Joseph Roles & Assoc.

SELECTED SUBCONTRACTOR:

Joseph Roles & Assoc.

Estimate Prepared by: AV
Estimate Reviewed by: PAC

Notes:

11	12	13	14	15
----	----	----	----	----

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Concrete (Foundations & Header Curb)

Bid Package Number: 03300

Cost Code: 03 30 00

Division: 03

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	H&R Const.	SCEC	Homestead Paving	Campanile	Binder 5	Binder 6	Estimate
Subcontractor Bid Proposal		216,000	239,300	Incomplete	NO BID	n/a	n/a	n/a
Bond Premium		add below	n/a	n/a	n/a	n/a	n/a	n/a
Reinforced Concrete								
Pre-Cast Low Wall Foundations	644 LF	Included	Included					
Sphere Bollard Foundations	12 EA	Included	Included					
Paver Header Curb	1000 LF	Included	Included					
Adjustments								
Paver Header Curb	100 LF	3,500	Included					
Bond Premium Adjustment								
Final Price Adjustment		4,390						
MWBE Participation (A,W,H,O)								
TOTALS:		223,890	239,300	-	-	0	0	0

BEST COMBINATION:

223,890 H&R Const.

SELECTED SUBCONTRACTOR:

H&R Const.

Estimate Prepared by: AV
Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



**CONSTRUCTION
GROUP
INC**

Date: June 8, 2023
Proposal No: 23-103

PROPOSAL

Customer: SCEC

Project: LBTS - Streetscape

Scope of Work:

- Layout from G.C. control points
- Form, pump, place, finish all structural concrete.
- Steel reinforcing.
- Approx. 644 LF of low wall foundation & wall (excluding cap)
- Approx. 1000 LF of paver header.
- Twelve Sphere Bollard foundations.
- Proposal is based on drawings prepared by SRS dated 9/30/2022.

Qualifications:

- **Bond: Add 2% if required.**
- Work to be Performed Monday – Friday during regular business hours excluding holidays.
- Change order labor rate is \$42/hr for carpenters & \$50/hr for foreman + OH&P.
- Any work delay or stoppage for any reason not caused by H&R will result in additional charges.
- Not responsible for liquidated damages or penalties resulting from delays other than due to H&R.
- Not responsible for delays due to material shortage or supplier availability.
- GC to provide temporary power & utilities.

Exclusions:

- Any work not explicitly stated above or agreed upon in writing.
- Import / export of fill. Excess fill will be stockpiled on site.
- Precast caps or spheres, installation of same including dowels or drilling of dowels.
- Steel posts or sleeves.
- Light gauge framing, Stucco, EFIS, Tile, stone veneer, precast or any architectural items.
- Maintenance of traffic (MOT) and pedestrian protection.
- Trash or debris removal. All construction debris will be placed in GC supplied dumpsters.
- Parking fees. GC to provide adequate parking.
- Offsite storage.
- Surveying: GC to provide line and grade.
- Permit, testing, engineering, and inspection fees.

We propose to furnish all labor, material, and equipment necessary to compete the aforementioned scope of work in accordance with the above conditions for the sum of: **\$216,000.00**

→ Add: Paver Header wall, \$3,500-
100 LF

H&R Construction Group, Inc.
16990 SW 160 Street Miami, FL 33187
Ph: 305-255-5040 Fax: 305-675-3877
CGC 1520604

\$219,500-

\$4,390- (Bond @ 2%)

total: \$223,890-

A



BID PROPOSAL

June 1, 2023

LBTS Downtown East of Ocean Dr. – Streetscape Beautification

SCOPE OF WORK: CONCRETE

SCEC submits this proposal to provide all material, labor & equipment required to complete the below scope of work based on drawings prepared by AAL Bid Permit Set dated 03/20/2023 + Rev. #1 dated 05/03/23.

1. Layout from G.C. control points.
2. Excavation, backfill, and compaction of foundations.
3. Formwork.
4. Termite soil treatment.
5. Steel reinforcing.
6. Pump, place, and finish of all structural concrete for architectural precast low wall, paver header curb, and sphere bollards.

TOTAL BID PROPOSAL: \$239,300.00



Homestead Paving, Co.

14550 Mable Street, Naranja, FL 33032

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

Terms and Conditions

- 1 All Layout, Surveying and Engineering are excluded. Fine grading less than 1" is included. No import of any fill included.
- 2 Unless otherwise stated, concrete is 3000 psi
- 3 All testing to be provided by others.
- 4 Grading, subbase compaction completed by others. Fine grading less than 1" is included. No import of any fill included.
- 5 Utility locates to be the responsibility of the contractor.
- 6 Permits and inspections are the responsibility of the contractor.
- 7 Class V finishes, reflectors and maintenance of traffic is the contractor's responsibility.
- 8 Unless otherwise stated, excavation (unless trench is specified), waterproofing, demolition, and backfill are excluded.
- 9 General Contractor/Owner must provide a concrete truck washout area on site.
- 10 ID Badges, biometrics, background checks and special pay wages are not included
- 11 Unless included as a line item, bond is not included.
- 12 Unless included as a line item, joint sealant is not included.
- 13 The General Contractor will incur additional costs for night or weekend work unless otherwise mentioned in the quote.
- 14 Any quote given without plans and/or specs are subject to changes once plans and/or specs are made available.
- 15 Unless mentioned as a line item, any decorative treatment (stamp, scoring, etc.) are excluded.
- 16 Curb Pad are not included.
- 17 Unless specified in quote, reinforcement does not include galvanized or epoxy coated.
- 18 Lift or walkway behind traffic railing to finish is to be supplied by others.
- 19 Proposal must be included as an attachment to the contract documents.
- 20 Any alteration or deviation from the above specifications involving extra cost of labor will only be executed upon written orders of the same and will become an extra charge over the sum mention in this contract. All agreements must be made in writing.
- 21 Payments are to be made within 45 days of billing date, thereafter a 1.5% interest rate will be charge to your account, on a monthly basis. If payment is not received by 60 days after date billed, we will Lien/Notice of non-payment on that job. Any Legal Fees will also be paid by Contractor.
- 22 On site mock-ups not included, unless stated on proposal.
- 23 In no event shall Homestead Paving be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Homestead Paving shall use reasonable efforts which that are consistent with accepted practices in the concrete industry to resume performance as soon as practicable under the circumstances.

APPROVED BY: _____

DATE: _____

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

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Precast Low Wall
 Bid Package Number: 03480
 Cost Code: 03 45 13
 Division: 03

SCEC Estimate No/Ref: GMP 3310
Project Number:
Cost per SF: -

[illegible]

SELECTED SUBCONTRACTOR:

Premier Precast

Estimate Prepared by: AV
Estimate Reviewed by: PAC

Notes:

3)	2)	3)	4)	5)
----	----	----	----	----



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
1		<i>Per Landscape Plans Dated: 03.20.23</i>		
2		<i>Per E-Mail Dated: 06.07.23</i>		
3				
4		<i>Material Proposed:</i>		
5				
6				
7		<i>Low Wall:</i>		
8		<i>Architectural Precast, White Cement, Limstone Texture</i>		
9		<i>Beach Ball Bollards:</i>		
10		<i>Architectural Precast, Gray Cement, Smooth to be Painted</i>		
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
26		L-101		
27	4 EA	30" diameter Beach Ball Bollard (3/L-115)		Deleted
28		Note: Per detail, the bollard will include a 3 1/2" diameter x 14" deep hole in-		
29		bottom to accept 3" diameter steel pipe embedded into foundation.		
30		Note: Foundation and 3" diameter steel pipe to be provided and installed by-		
31		others.		
32		Note: Refurbishing and Painting of Bollard #1 is excluded from this proposal.		
33				
34				
35	348 LF	17" high x 15 1/2" deep Low Wall (A, B & C/L-112)		
36		Note: Foundation and LED lighting to be provided and installed by		
37		others.		
38		Note: Maximum lengths of low to be produced is 96".		
39				
40		L-102		
41	5 EA	30" diameter Beach Ball Bollard (3/L-115)		Deleted
42		Note: Per detail, the bollard will include a 3 1/2" diameter x 14" deep hole in-		
43		bottom to accept 3" diameter steel pipe embedded into foundation.		
44		Note: Foundation and 3" diameter steel pipe to be provided and installed by-		
45		others.		
46				
47	344 LF	17" high x 15 1/2" deep Low Wall (A, B & C/L-112)		
48		Note: Foundation and LED lighting to be provided and installed by		
49		others.		
50		Note: Maximum lengths of low to be produced is 96".		



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
51		L-103		
52		No Scope		
53				
54		L-104		
55		No Scope		
56				
57				
58	1 EA	Mock-Up. Includes one (1) 48" long straight bench segment installed in it's final		Included
59		location. If mock-up must be removed for any reason, an additional charge of		
60		\$1,500.00 will be issued in change order format.		
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

	Estimator		CO No.	ALT No.	PHONE:
	BH				954-923-4747

#	QUANTITY	DESCRIPTION		
76				
77				
78				
79				
80				
81				
82		Color, Texture Profile Match		
83		Note: Use of a Premier Precast standard color is included in this proposal. If		
84		Premier Precast must color match a non-standard color provided by customer,		
85		customer accepts and agrees to pay a \$500.00 color matching charge or some		
86		greater amount to be determined if the Premier Precast mix design must also be		
87		altered.		
88				
89		Mock-Up		
90		Note: Unless specifically quantified in the scope of work above, mock-ups are		
91		excluded from this proposal. Premier Precast will provide two (2) 12" x 12"		
92		samples of each color and finish combination for approval by Customer.		
93		One sample will be physically signed by Customer as approved and returned to		
94		Premier Precast for use as a control sample by Quality Control. Any samples or		
95		mock-ups in addition to the two (2) 12" x 12" samples of each color and texture		
96		shall be an additional charge paid by Customer.		
97				
98				
99				
100				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
76		Note: Caulking, waterproofing (including waterproofing accessories),		
77		sealants and sealing are excluded from this proposal.		
78				
79	1 EA	General Conditions		Included
80	1 EA	Upcharge for Limestone Texture		Included
81	1 EA	Shop Drawings & Submittals Note: Shop Drawings are included PROVIDED		Included
82		THAT Customer provides CAD drawings for preparation of Shop Drawings. If CAD		
83		drawings are not provided by Customer, Customer shall be charged and agrees		
84		to pay such additional cost required to draw the elevations, floor plans and details		
85		for the scope of work from scratch.		
86	1 EA	Engineering Calculations		Included
87	1 EA	Custom Fastening Hardware		N.I.C.
88	1 EA	Mold Fees		Included
89	1 EA	Lay-Out Templating Fees		Included
90	1 EA	Bond Fee		N.I.C.
91	2 EA	Mobilization		Included
92	1 EA	Equipment Rental		Included
93	1 EA	Flagmen		N.I.C.
94	1 EA	Permits Are Not Included		N.I.C.
95		Prices are installed based on PP standard colors, finishes and shapes		
96		Legend: N/C = No Charge; N/A= Not Applicable; N.I.C.= Not in Contract		



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION
97		
98		STANDARD ATTACHMENT METHODS:
		RESIDENTIAL: Cast stone with Keystone texture is attached using 1/4" stainless steel pins with thinset mud. Where necessary, 1/4" stainless steel tapcons are used instead of pins. Pins and tapcons are installed through the face of the stone. Only wall and pier caps are mudset. Columns are filled approximately 1/3 full with concrete. Baluster pins are epoxy doweled in place. Additional attachment requirements will be subject to additional charges. Limestone texture is installed with hidden fasteners using either a clip fastening system or fiberglass rebar epoxied into the cast stone product and wall surface. Method used shall be determined by the Premier Stoneworks supervisor responsible for the project. COMMERCIAL: Cast stone product with Keystone texture is attached using 1/4" Tapcons with thinset mud installed through the face of the stone. Columns are filled approximately 1/3 full with concrete. Baluster pins are epoxy doweled in place. Additional attachment requirements required by engineering or the jurisdictional entity will be subject to additional charges unless included above. Cast stone product is reinforced with # 3 fiberglass rebar at a minimum spacing of 12" on center. Additional reinforcement required by engineering or the jurisdictional entity will be subject to additional charges. Cast stone with Limestone texture is installed with hidden fasteners using either a clip fastening system or stainless steel threaded rod epoxied into the cast stone product and wall surface. Method used shall be determined by the Premier Precast supervisor responsible for the project working in conjunction with the structural engineer.
99		

**Price subject to change at any time prior to and must be verified at time of
submittal of written letter of intent, purchase order or contract.**

Sales Tax:	Included
Delivery:	Included
Job Total:	\$319,579.60

ACCEPTED BY: _____
AUTHORIZED PURCHASER SIGNATURE



STONE CAST™
1901 Elsa Street • Naples, FL 34109
Office: (239) 597-7218
Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

MATERIAL - Purchase Order

MATERIAL - PURCHASE ORDER

DATE: June 7, 2023

PO # LSSB-1

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

PROJECT: Lauderdale by the Sea - Streetscape Bea
Ocean Drive
Lauderdale by the Sea, F 33062

Ship Via	F.O.B Point	TERMS
Truck Freight	To Project Address as Listed Above	Deposit: 50%
COLOR / TEXTURE:	TBD / Acid Wash	Balance Due Upon Completion of Production As per line item #17 on Attachment "A"

D. C. Kerckhoff Company, a Florida Corporation, proposes to furnish "Kerckhoff Stone" Cast Stone Products, as shown on the drawings and details or via other methods as listed below for the above referenced project:

(per AAL Plans; Dated: 03/20/23)

MATERIAL ONLY - FOB to SITE

ITEM LOCATION	ITEM #	DESCRIPTION	QTY (PCS)	COST
Architecture Feature Low Wall	1	Bench Profile "A" with cast in slot for LED light (Light track by others)	162	\$ 145,363
TOTAL				\$ 145,363
TAX (State + Surtax)			7.0%	8,772
GRAND TOTAL (FURNISH)				\$ 154,135

1 Each Line Item Listed Above Includes Shipping & Handling

2 All Supplied Material per ATTACHED Scope of Work:

LSSB-1

3 Scope of Work is to be Considered as Attachment "B"

4 Items Considered and Excluded Items are listed as per the ATTACHED Attachment "A"

5 By signing this Purchase Order, the purchaser agrees to the terms considered in Attachment "A"

6 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

7 PRICING BREAKDOWN IS FOR BIDDING PURPOSES ONLY. ADDITIONS OR DELETIONS OF AN ITEM, MAY AFFECT PRICING OF OTHER ITEMS AND MAY NOT BE USED FOR ADD TO CONTRACT OR DELETIONS FROM CONTRACT.

The undersigned has read this proposal and for \$10.00 and other good and valuable consideration accepts the terms and conditions herein as a binding contract and acknowledges that D.C. Kerckhoff Company designs and products are protected under applicable U.S. Copyright and Design Patent Statutes. Any alteration of the above terms and conditions, as well as color, texture, or quantities shall be considered a counter-proposal and may represent major modification to this proposal.

PURCHASER: _____

DATE: _____

TITLE: _____

SELLER: Leonardo Uzcategui

DATE: 6/7/23

TITLE: Estimator / Project Manager



1901 Elsa Street • Naples, FL 34109
 Office: (239) 597-7218
 Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

ATTACHMENT "A"

DATE:	June 7, 2023
--------------	---------------------

PROJECT:	Lauderdale by the Sea - Streetscape Bea Ocean Drive Lauderdale by the Sea, FL
-----------------	---

ITEMS CONSIDERED:

1 SEE ATTACHED Scope of Work:

LSSB-1

2 This pricing assumes no overtime labor.

3 This is a **SPECIAL ORDER** for specially fabricated products and once the materials for fabrication are ordered the contract may not be cancelled - **NO RETURNS**.

4 Color and texture is DCK standards. Abrasion and mildew resistant 6,500 P.S.I. design mix "Kerckhoff Stone".

5 Shop drawings, color and finish samples as required

6 Reinforcement as required

7 Delivery - Unloading by others.

8 Material requires a minimum of 28 days cure time before installation. Heavily trafficked areas require 45 days cure time before installation. Claims made for product failure will not be honored if these requirements are not adhered to.

9 All precast concrete work shall conform to the standards of the Architectural Precast Association Plant Certification Program, and Precast Concrete Institute exclusively. Product needs to cure for (28) days before shipping. Copies of which are available upon request and are incorporated herein by reference. Colors and textures do vary and items must be mixed during installation.

10 The General Contractor will be responsible for taking and transmitting field measurements which may be required to be incorporated into the shop drawings and/or any custom castings, and responsible for any errors therein.

11 DCK will guarantee delivery of products to jobsite per coordinated schedule.

12 DCK will not be responsible for delays in production or delivery under our contract due to an extended or untimely approval process. Price Assumes Delivery begins in 3rd Quarter 2023. 5% Annualized inflation is built into this pricing. Any annual national inflation above 5% will be an add to contract.

13 DCK will not be responsible for delays in delivery under our contract where materials are not available due to national shortages or severe weather (hurricanes, etc.).

14 General Contractor shall provide unloading for palletized precast materials.

15 If concrete work is not suitable or dimensions are incorrect or design was changed so that additional cost will incur in installation, they will have to be remedied or an Add to Contract will be issued. No work will proceed unless one of the above is executed.

16 General Contractor shall provide permits, barricades and flagman as required for traffic flow during unloading of materials

ATTACHMENT "A"

1901 Elsa Street • Naples, FL 34109

Office: (239) 597-7218

Fax: (239) 566-8432

WWW.KERCKHOFFSTONE.COM

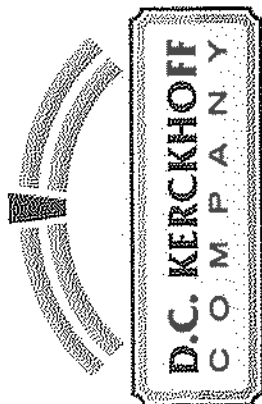
DATE:	June 7, 2023
-------	--------------

PROJECT:	Lauderdale by the Sea - Streetscape Bea Ocean Drive Lauderdale by the Sea, FL
----------	---

- 17 A deposit of (50%) with the order and notice of commencement upon acceptance is required for this to become a binding contract. Signed sample is required to start production. Deposit to cover advanced purchase of material and any engineering. Progress payments of all material manufactured and in inventory in our plant will be invoiced at the end of each month at full value, with payment due net 15 days and or before delivery. The deposit will be applied to the final contract invoice. Balance Due Upon Completion of Production.
- 18 As partial consideration for the extension of credit, the purchaser agrees to the following terms:
All charges incurred during any month are due and payable by the tenth (10th) of the following month, and in case payment is not made as specified, a service charge of 1.5% per month on the past due balances is authorized to be added to the amount due D.C. KERCKHOFF COMPANY. In the event it becomes necessary to place the account with an attorney for collection, the purchaser agrees to pay all costs of collection, including attorney's fees and hereby acknowledges and agrees that suit will be brought in Collier County, Florida USA.
- 19 It is agreed that any claims for shortages will be made in writing within five days after shipment, and claims based on defective material or workmanship will be made in writing within fifteen days after invoice date.
- 20 DCK will provide applicable insurance coverage, bill of materials, and/or bill of sale as required.
- 21 Price effective for a total time frame period of (45) days.

EXCLUDED ITEMS:

- 1 Caulking.
- 2 Sealing.
- 3 Grouting.
- 4 Waterproofing.
- 5 Protection of the material after delivery.
- 6 Installation.
- 7 Unloading of Materials
- 8 NA
- 9 Mechanical Attachments.
- 10 Materials not considered.



1901 Elsa Street • Naples, FL 34109
 Office: (239) 597-7218
 Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

ATTACHMENT "B"

SCOPE OF WORK # LSSB-1

PROJECT NAME: Lauderdale by the Sea - Streetscape B

DATE: 6/7/23

GENERAL CONTRACTOR (GC): State Contracting & Engineering Corp

GC CONTACT: Adrian Viera

GC TELE NUMBER: (786) 423-1981

GC CONTACT E-MAIL: aviera@statecontracting.com

D.C. KERCKHOFF REP: Leonardo Uzcategui

SCOPE OF WORK

Color / Texture: TBD / Acid Wash

ITEM	Item #	DESCRIPTION	QTY.	Size of Piece (inches)			TOTAL PIECES	TOTAL WEIGHT
				Length	Width	Thick		
Architecture Feature Low Wall	1	Bench Profile "A" with cast in slot for LED light (Light track by others)	648 LF	48.00	15.50	17.00	162 EA	127,709 LBS
TOTAL:							162 EA	127,709 LBS
TOTAL # of TRUCK LOADS:							4	LOADS



SIGN
COMPANY, INC



State Certified
#ES-12000565

BUSINESS IDENTIFICATION SYSTEMS SINCE 1947

DATE 6/7/2023

835 N.W. 6th Ave., Ft. Lauderdale, FL 33311 • Phone (954)7634410 • Fax (954) 763-2736

BILL TO:	JOB LOCATION:
State Contracting & Engineering Corp.	Downtown East of Ocean Drive
5391 N Nob Hill Rd	Lauderdale by the Sea
Sunrise, Fl. 33351	
954-303-3596	
Leah Griffin lgriffin@statecontracting.com	Tina Mastandrea

Fabricate and install one directional per Option 1. Install direct bury.

Signs are fabricated out of 1/4" d aluminum plate "content here" arrows.

All signs are painted with the Disolac paint system.

Size: 120"h x 36"w arrows. Includes pelican at top of post.

\$7,595.00

Fabricate and install one internally illuminated directional per Option 2. Birds are 5"d and uplit from cabinet. Install direct bury.

All signs are painted with the Disolac paint system.

\$14,592.00

Size: 56"h x 48"w arrows.

ADD: PERMIT (2 SIGNS)

\$1,200

AT TOTAL: \$23,387

****If we need to permit that will add \$600 each sign for Staff time and engineering required to permit. Permit fee is TBD and a pass thru to the client.**

PERMIT - cost is determined by local municipality and will be billed additional on final invoice

TIME CLOCK - Final inspections require an operational time clock be in place. If not existing at time of inspection, Art Sign Co. will install one at an additional cost of \$675.00 to the client in order to close out permits.

ELECTRIC SERVICE - The client is responsible to furnish dedicated electrical service to within 5' of the sign location. If not in place at the time of inspection, additional cost may apply to extend the permit for re-inspections.

OFF HOURS LABOR - If for any reason, the property owner or the city requires installation to occur after normal business hours or during a weekend, additional costs will be added to the final invoice.

ROAD CLOSURE - or any required special logos, such as timing traffic control officers or barricade erection will be an additional cost add-on to the client.

MUNICIPAL FEES AND MEETINGS - Any meetings or city requirements other than normal permitting will be invoiced as additional. Any additional costs such as parking or street permits, and staff time to obtain such will be invoiced as additional to the contract price.

INSPECTIONS - If after the local visit for final inspection by Art Sign Company to the installation location the inspection is denied, for reasons that are not the direct responsibility of Art Sign Company, the client will be responsible for all fees incurred in relation to amending the problem.

Subject to warranty and conditions on back side of this agreement.
A deposit of 50% required on all jobs. Deposits are not refundable. Balance due upon completion of job.
Permits, engineering, staff time, and clock (if required) will be billed on final invoice.
This prices are valid for 30 days; prices are subject to change after 30 days.

ACCEPTANCE OF THE ABOVE CONTRACT

The above contract, schedule and terms are satisfactory, and hereby accepted and agreed upon.

Art Sign Co. shall retain title until paid in full.

In exchange for the extension of credit the undersigned agrees to the terms & conditions outlined here in.

The undersigned personally guarantees payment in full of this contract and any additional fees as listed above.

CUSTOMER SIGNATURE

DATE

SALES MANAGER SIGNATURE
Tina Mastandrea

DATE
6/7/2023

SUB-TOTAL

TBD

PERMIT

TBD

TOTAL

50%

DEPOSIT

BALANCE

Upon completion

Subject to warranty and conditions on page two of this agreement

CONDITIONAL SALES AGREEMENT

WARRANTY: The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract being limited to making good at the factory any parts or workmanship for a period of 12 months from the date of installation. This warranty does not apply to materials and equipment, or any part thereof, if altered, modified, repaired or serviced in any way whatsoever by anyone other than the Seller.

The Seller agrees to affect the installation at its own expense. The purchaser shall provide a dedicated electrical circuit to the sign at his / her / its own expense.

Seller assumes no liability and specifically disclaims any responsibility for radio or television interference allegedly being caused by electrical sign or hardware associated with such device.

WARRANTY FOR NEW LED SIGNS AND RETROFITS:

The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract limited to making good on LED, LED power supplies and wiring, any part or workmanship for a period of 48 months from the date of installation. This warranty doesn't apply to materials and equipment or any part thereof, if altered, modified, repaired, or serviced in any way whatsoever by anyone other than the seller. Seller to mobilize to survey issue(s) within a reasonable period of time.

ACCEPTANCE: The installation shall be deemed approved in all respects and satisfactory to purchaser, unless within (5) days after erection, Purchaser notifies Seller, in writing, with specific references to any variance from this agreement, including but not limited to any deviation from the plans, specifications and conditions contained herein.

PERMITS: The Purchaser and / or Seller shall obtain the necessary permission from the owner of the premises and public authorities; whose permission is a requisite for the installation and maintenance of the installation. The revocation of such permission or failure of the Purchaser to obtain the necessary permission, or any change in the existing laws and / or regulations shall not excuse the Purchaser from any obligations of this contract.

Failure to obtain permission of public authorities shall excuse Seller from all liability.

The seller shall not be responsible for any undertaking given verbally or otherwise which is not specified in this contract, and no warranties, express or implied, represented, promised or statements have been made by Seller unless endorsed hereon in writing.

It is further understood and agreed that this contract is not subject to countermand and cancels all previous understandings either written or verbal and does not become binding upon Seller until approved by and executive officer of the Seller. This agreement is undertaken by the Seller subject to delay by strikes, breakage, or other unforeseen commercial delays. It is expressly understood that the title to the merchandise or equipment covered by this contract shall not pass to the promissory note, trade acceptances or other instruments evidencing any part of the purchase price has been paid in full.

INSTALLATION DATE: Dates of installation are estimated only and are subject to change due to permitting delays, material shortages and extreme weather conditions.

PURCHASER'S RESPONSIBILITY: The Purchaser shall be responsible for ensuring that the pole location within his / her property lines and clear of setbacks. The Purchaser will provide access to sign location for power excavating equipment and trucks. Purchaser is responsible for cost of equipment, such as a scissor lift or stage, is needed to effectuate the installation. It is assumed that ground to be excavated is free from obstructions. Purchaser is responsible for additional cost for removal of obstructions underground, removal of irrigation and landscaping, waterlines, etc., or if subnormal soil is encountered other than average medium sand (such as muck requiring piling), the extra cost will be paid by the Purchaser. The cost of removing underground obstructions such as pipelines or masonry, removing, refilling and compacting of filled ground, diversion or sealing off water seepage and the cost of such changes or additions to the pole structure or other installations necessitated by such conditions shall be paid by the Purchaser.

MATERIAL PRICE INCREASE: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and material purchase, Customer shall pay Contractor, on request, all sums by which the cost to the Contractor for any material item that has increased beyond (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products, and equipment.

Unless otherwise stated herein, site preparation, including removal or protection of trees or other vegetation, removal of pipelines or other improvements affected by this construction shall be provided for by Purchaser.

The Seller shall not be responsible for cost of moving electrical power lines. The above contract price does not include roof or building reinforcement made necessary as a result of roof structure, sign or marquee installation or the removal of metal awnings in the event they interfere with the erection of the installation.

The Purchaser agrees not to move, sell, attempt to sell, lease, mortgage, or otherwise dispose of the signage during the life of this contract. The Purchaser further agrees not to assign this contract or any of his rights hereunder, by the Purchaser, or by execution or other legal process or otherwise, or the transfer by process of law or otherwise shall, at the option of the seller, terminate all rights hereunder to purchase said property. The Seller reserves the right, in its sole discretion, sell or assign this contract after installation is completed.

BREACH OF CONTRACT: Time is expressly made the essence of this contract, but the acceptance by the Seller of any payments past due, or any part thereof, shall not be considered a waiver of this clause as to past due unpaid installments or as to any future installments to become due hereunder. If Purchaser defaults in complying with the terms hereof, then the entire unpaid balance of the purchase price shall immediately become due and payable at the option of the Seller, and the Seller shall have the right to either:

- 1) to take immediate possession of the said sign or signs and equipment without demand, and for this purpose Seller may enter upon the premises where said property may be and remove same, and to retain all sums therefore paid by the buyer as liquidated damages for use, wear, tear, and depreciation of the items hereby sold under this contract.
- 2) to take immediate possession of said sign or signs and equipment without demand, and for purpose seller may enter upon the premises where said property may be and remove same; Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient) with or without having such manner as seller may determine; from the proceeds of such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance there shall interest upon demand.
- 3) to bring suit, without retaking said merchandise or equipment, for the balance due under this contract.

In the event the Seller elects to declare all amounts due and payable hereunder it is expressly agreed that no title to said merchandise or equipment shall pass to Purchaser until all such payments have been fully made. It is further agreed in the event Seller recovers judgment in suit against Purchaser that does not title to said merchandise or equipment shall pass to Purchaser until said judgment shall have been made in full.

Seller's right to pursue and of the remedies herein provided shall never interfere with or abridge seller's right (which is hereby given) at any and all times to repossess said personal property and hold the same while Purchaser is in default under any other terms or provisions hereof. Said remedies for Seller herein provided are hereby expressly deemed by the parties hereto to be cumulative and concurrent, and not alternative, and Seller's exercise of either of said remedies shall not preclude or prevent his / her subsequent exercise of any of the others.

In the event of any default by the Purchaser on his / her part to be performed, he agrees to pay interest at the rate of 18 percent of the annum in any amounts due and owing after default, and in the event that suit is instituted to enforce any of the provisions of this contract, the Purchaser shall pay attorney's fee and all court costs incurred.

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Signage (Theme)
 Bid Package Number: 10100
 Cost Code: 10 14 63
 Division: 10

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:	
Description	Quantity	Unit	Price
Subcontractor Bid Proposal	1 LS	n/a	
Bond Premium			
Signage: Theme	12	40,104	
Sign		6,000	
Permit Fees		Included	
Bolted to Concrete Header Curb			
Bond Premium Adjustment			
Final Price Adjustment			
MWBE Participation (A.W.H.O)			
TOTALS:		46,104	Art Sign
BEST COMBINATION:		46,104	Art Sign

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

1) _____

2) _____

3) _____

4) _____

5) _____



SIGN
COMPANY, INC



State Certified
#ES-12000565

BUSINESS IDENTIFICATION SYSTEMS SINCE 1947

DATE 6/7/2023

835 N.W. 6th Ave., Ft. Lauderdale, FL 33311 • Phone (954)7634410 • Fax (954) 763-2736

BILL TO:	JOB LOCATION:
State Contracting & Engineering Corp.	Downtown East of Ocean Drive
5391 N Nob Hill Rd	Lauderdale by the Sea
Sunrise, FL 33351	
954-303-3596	
Leah Griffin lgriffin@statecontracting.com	Tina Mastandrea

Fabricate and install (12) Theme signs per approved drawings.
Signs are fabricated per L-114 Sheet 5 of the Permit set provided by client.
Size: 48" h x 7" wide with 14" w x 18 3/4" h Acrylic panel for menu board.
Theme designs vary at 18" w x 28" h

Installation is surface mounted to concrete at various locations.

The cost is \$3,342.00 each.

\$40,104.00

****If we need to permit that will add \$500 each sign for Staff time and engineering required to permit. Permit fee is TBD and a pass thru to the client.**

\$6,000.00

Handwritten: TOTAL \$46,104-

PERMIT - cost is determined by local municipality and will be billed additional on final invoice.

TIME CLOCK - Final inspections require an authorized time clock be in place. If not existing at time of inspection, Art Sign Co. will install one at an additional cost of \$675.00 to the client in order to close out permits.

ELECTRIC SERVICE - The client is responsible to furnish dedicated electrical service to within 5 feet from the sign location. If not in place at the time of inspection, additional fees may apply to extend the permit for re-inspections.

OFF HOURS LABOR - If for any reason, the property owner or the city requires installations to occur after normal business hours or during a weekend, additional costs will be added to the final invoice.

ROAD CLOSURE - or any required special logistics, such as having traffic control officers or barricade workers will be an additional cost involved to the client.

SEASONAL FEES AND MEETINGS - Any meetings or city requirements other than normal permitting will be invoiced as additional. Any additional costs such as parking or street permits, and staff time to obtain such will be invoiced as additional to the contract price.

INSPECTIONS - After the initial visit for final inspection by Art Sign Company to the installation location the inspection is closed, for reasons that are not the direct responsibility of Art Sign Company, the client will be responsible for all fees incurred in relation to re-permitting the project.

Subject to warranty and conditions on back side of this agreement.

A deposit of 50% required on all jobs. Deposits are not refundable. Balance due upon completion of job.

Permits, engineering, staff time, and clock (if required) will be billed on final invoice.

This prices are valid for 30 days; prices are subject to change after 30 days.

ACCEPTANCE OF THE ABOVE CONTRACT

The above contract, schedule and terms are satisfactory, and hereby accepted and agreed upon.

Art Sign Co. shall retain title until paid in full.

In exchange for the extension of credit the undersigned agrees to the terms & conditions outlined here in.

The undersigned personally guarantees payment in full of this contract and any additional fees as listed above.

CUSTOMER SIGNATURE	DATE
<i>[Signature]</i>	6/7/2023
SALES MANAGER SIGNATURE	DATE
<i>[Signature]</i>	6/7/2023

Subject to warranty and conditions on page two of this agreement

SUB-TOTAL	\$46,104.00
PERMIT	
TOTAL	
DEPOSIT	50%
BALANCE	Upon completion

CONDITIONAL SALES AGREEMENT

WARRANTY: The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract being limited to making good at the factory any parts or workmanship for a period of 12 months from the date of installation. This warranty does not apply to materials and equipment, or any part thereof, if altered, modified, repaired or serviced in any way whatsoever by anyone other than the Seller.

The Seller agrees to effect the installation at its own expense. The purchaser shall provide a dedicated electrical circuit to the sign at his / her / its own expense.

Seller assumes no liability and specifically disclaims any responsibility for radio or television interference allegedly being caused by electrical sign or hardware associated with such device.

WARRANTY FOR NEW LED SIGNS AND RETROFITS:

The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract limited to making good on LED, LED power supplies and wiring, any part or workmanship for a period of 48 months from the date of installation. This warranty doesn't apply to materials and equipment or any part thereof, if altered, modified, repaired, or serviced in any way whatsoever by anyone other than the Seller. Seller to mobilize to survey, issue(s) within a reasonable period of time.

ACCEPTANCE: The installation shall be deemed approved in all respects and satisfactory to purchaser, unless within (5) days after erection, Purchaser notifies Seller, in writing, with specific references to any variance from this agreement, including but not limited to any deviation from the plans, specifications and conditions contained herein.

PERMITS: The Purchaser and / or Seller shall obtain the necessary permission from the owner of the premises and public authorities; whose permission is a requisite for the installation and maintenance of the installation. The revocation of such permission or failure of the Purchaser to obtain the necessary permission, or any change in the existing laws and / or regulations shall not excuse the Purchaser from any obligations of this contract.

Failure to obtain permission of public authorities shall excuse Seller from all liability.

The seller shall not be responsible for any undertaking given verbally or otherwise which is not specified in this contract, and no warranties, express or implied, represented, promised or statements have been made by Seller unless endorsed hereon in writing.

It is further understood and agreed that this contract is not subject to countermand and cancels all previous understandings either written or verbal and does not become binding upon Seller until approved by and executive officer of the Seller. This agreement is undertaken by the Seller subject to delay by strikes, breakage, or other unforeseen commercial delays. It is expressly understood that the title to the merchandise or equipment covered by this contract shall not pass to the promissory note, trade acceptances or other instruments evidencing any part of the purchase price has been paid in full.

INSTALLATION DATE: Dates of installation are estimated only and are subject to change due to permitting delays, material shortages and extreme weather conditions.

PURCHASER'S RESPONSIBILITY: The Purchaser shall be responsible for ensuring that the pole location within his / her property lines and clear of setbacks. The Purchaser will provide access to sign location for power excavating equipment and trucks. Purchaser is responsible for cost of equipment, such as a scissor lift or stage, is needed to effectuate the installation. It is assumed that ground to be excavated is free from obstructions. Purchaser is responsible for additional cost for removal of obstructions underground, removal of irrigation and landscaping, waterlines, etc., or if subnormal soil is encountered other than average medium sand (such as much requiring piling); the extra cost will be paid by the Purchaser. The cost of removing underground obstructions such as pipelines or masonry, removing, refilling and compacting of filled ground, diversion or sealing off water seepage and the cost of such changes or additions to the pole structure or other installations necessitated by such conditions shall be paid by the Purchaser.

MATERIAL PRICE INCREASE: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and material purchase, Customer shall pay Contractor, on request, all sums by which the cost to the Contractor for any material item that has increased beyond (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products, and equipment.

Unless otherwise stated herein, site preparation, including removal or protection of trees or other vegetation, removal of pipelines or other improvements effected by this construction shall be provided for by Purchaser.

The Seller shall not be responsible for cost of moving electrical power lines. The above contract price does not include roof or building reinforcement made necessary as a result of roof structure, sign or marquee installation or the removal of rental awnings in the event they interfere with the erection of the installation.

The Purchaser agrees not to move, sell, attempt to sell, lease, mortgage, or otherwise dispose of the signage during the life of this contract. The Purchaser further agrees not to assign this contract or any of his rights hereunder, by the Purchaser, or by execution or other legal process or otherwise, or the transfer by process of law or otherwise shall, at the option of the seller, terminate all rights hereunder to purchase said property. The Seller reserves the right, in its sole discretion, sell or assign this contract after installation is completed.

BREACH OF CONTRACT: Time is expressly made the essence of this contract, but the acceptance by the Seller of any payments past due, or any part thereof, shall not be considered a waiver of this clause as to past due unpaid installments or as to any future installments to become due hereunder. If Purchaser defaults in complying with the terms hereof, then the entire unpaid balance of the purchase price shall immediately become due and payable at the option of the Seller, and the Seller shall have the right to either:

- 1) to take immediate possession of the said sign or signs and equipment without demand, and for this purpose Seller may enter upon the premises where said property may be and remove same, and to retain all sums therefore paid by the buyer as liquidated damages for use, wear, tear, and depreciation of the items hereby sold under this contract.
- 2) to take immediate possession of said sign or signs and equipment without demand, and for purpose seller may enter upon the premises where said property may be and remove same; Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient) with or without having such manner as seller may determine; from the proceeds of such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance there shall interest upon demand.
- 3) to bring suit, without retaking said merchandise or equipment, for the balance due under this contract.

In the event the Seller elects to declare all amounts due and payable hereunder it is expressly agreed that no title to said merchandise or equipment shall pass to Purchaser until all such payments have been fully made. It is further agreed in the event Seller recovers judgment in suit against Purchaser that does not title to said merchandise or equipment shall pass to Purchaser until said judgment shall have been made in full.

Seller's right to pursue and of the remedies herein provided shall never interfere with or abridge seller's right (which is hereby given) at any and all times to repossess said personal property and hold the same while Purchaser is in default under any other terms or provisions hereof. Said remedies for Seller herein provided are hereby expressly deemed by the parties hereto to be cumulative and concurrent, and not alternative, and Seller's exercise of either of said remedies shall not preclude or prevent his / her subsequent exercise of any of the others.

In the event of any default by the Purchaser on his / her part to be performed, he agrees to pay interest at the rate of 18 percent of the annum in any amounts due and owing after default, and in the event that suit is instituted to enforce any of the provisions of this contract, the Purchaser shall pay attorney's fee and all court costs incurred.

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Electrical
 Bid Package Number: 16050
 Cost Code: 26 00 00
 Division: 26

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	Universal Elec.	Reliant	C&E Elec.	Reliant Elec.	NO BID	NO BID
Subcontractor Bid Proposal	1 LS	635,553	630,970	764,740	NO BID	n/a	n/a
Bond Premium		add below	add below	add below			
Demo Existing		Included	Included	Included			
New Breakers		Included	Included	Included			
GFI WP Outlets w/ Conduit & Wiring		Included	Included	Included			
Lighting + Controls w/ Conduit & Wiring		Included	Included	Included			
Lighting Precast Foundations & Calcs		Included	Included	Included			
Breakaway Couplings		Not Included	Not Included	Not Included			
Bond Premium Adjustment		12,711	18,929	10,706			
Final Price Adjustment							
MWBE Participation (A.W.H.O)							
TOTALS:		638,264	649,899	775,446	0	0	0

BEST COMBINATION: 648,264 Universal Elec.

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV **N**
 Estimate Reviewed by: PAC

Universal Elec.

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



Universal

Electric of Florida, Inc.

6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

Estimate / Scope of Work

Date	Estimate #
6/16/2023	DZ-2315-R1

Proposal Submitted to:
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351 Attn: Adrian Viera

Job Name and address
Lauderdale by the Sea - Streetscape Ltg. Downtown East of Ocean Drive.. Lauderdale by the Sea, FL 33308 Project #2212

Architect: Architectural Alliance

Engineer: Yahya Consultants

Drawings: Issued for Permit Set dated 3/20/23.

Item#	Items Included	Comments
1	Demo (10) existing Decorative Light Pole with heads; includes removal of existing Pole Anchor Bases.	
2	Demo (8) existing Bollards; wiring and Anchor Bases to remain as per drawings and drawing notes.	
3	Furnish and install (14) Type LLF-1 Poles and Single heads and new Anchor Bases as per drawings.	
4	Furnish and install (6) Type LLF-2 Poles and Single heads and new Anchor Bases as per drawings.	
5	Includes (14) PVC Brooks Boxes located in Planters and (2) Quazite Boxes with Traffic rated covers in the Islands.	Excludes Brooks Boxes for the (4) LLF-1 Poles in the Plaza Area.
6	Furnish and install (20) new Type LLF-3 Bollards with (12) new Anchor Bases as per drawings. (8) Anchor Bases in the Plaza to remain.	Existing wiring for Plaza Bollards to remain as per drawing notes.
7	Furnish and install conduits and wiring for (16) runs of Type LLF-4 Neon Blaze Amber LED Lighting in Concrete Planters with LED Drivers.	
8	Includes extending existing conduits and wiring as necessary.	
9	Furnish and install (16) WP GFI's with Bell Boxes and WP Covers.	
10	Includes Trenching, Back-filling, Compaction, of all new conduits.	Removal of existing Pavers is by others.
11	Includes Concrete and Asphalt cutting and removal where required.	
12	Wiring to be done in PVC and Sealtight Flex with copper conductors.	
13	Daily removal of Trash to GC provided Dumpster.	
14	Sales Tax.	
	End of Items Included	



Universal

Electric of Florida, Inc.

6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

Estimate / Scope of Work

Date	Estimate #
6/16/2023	DZ-2315-R1

	Items NOT Included	Comments
1	FPL, Engineering, AT&T, and or CATV Fees.	
2	Supply of Breakaway Couplings for Lighting Poles and Bollards.	See Alternate Adder Below
3	Weekend and Overtime Labor - Bid based upon 40 Hour Workweek.	
4	Wall and Drywall patching, painting, and repairing.	By others.
5	Concrete and Asphalt Walkway patching and repairs.	By others.
6	Site Restoration.	By others.
7	Temporary Power for GC Trailer.	
8	GPR Scanning of Site - By SCEC	
9	Any work not shown on the drawings or in the specifications.	
10	Bond Fees.	
11	Permit Fees.	

End of Items Excluded

Base Price \$ 635,553.00

Adder for Payment and Performance Bond \$ 12,711.06

~~Alternate Adder for Breakaway Coupling per Fixture~~ \$ ~~676.00~~

Note this Proposal may be withdrawn by us if not accepted within 30 Days

DUE TO ONGOING SUPPLY CHAIN ISSUES AND GOVERNMENTAL TARIFFS, ALL QUOTATIONS ARE VALID 30 DAYS FROM THE QUOTED DATE UNLESS OTHERWISE STIPULATED

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due

date
Right to Increase Price - Universal Electric reserves the right to increase the price of goods or services to reflect any increase in our costs for those goods and or services caused by an increase in the price charged by our suppliers.

Authorized Signature: *David Zubak*

Date: 6/16/23

Acceptance Signature:

Date:

N
total: \$ 648,264-

Lauderdale-by-the-Sea - Streetscape Beautification

Bid shall include the following:

Item Description		
No.	GENERAL ITEMS:	Y/N
G-01	All subcontractors that have a direct contract or purchase order with SCEC that requires labor on site must maintain a Workmen's Compensation Policy in the subcontractors name according to state standards and requirements. Policies from second tier subcontractors or labor leasing agencies are not acceptable.	Y
G-02	Provide daily cleanup within scope of work, into dumpsters supplied by SCEC.	Y
G-03	All sub contractors prices MUST be held for a period of sixty (60) days.	Y
G-04	Provide power to temporary construction trailer.	N ✓
G-05	Furnish and install a complete an operational Electrical System per plans and specifications.	Y
G-06	Furnish and install all life safety functions in compliance with plans and specifications. Reference Architectural and/or other divisions not specifically included herein for coordination of systems provided by others.	Y
G-07	Furnish and install all site electrical work shown, including work shown on civil and architectural plans.	Y
G-08	Provide all excavation, backfilling, compaction, cutting & patching, coring for this scope.	Y
G-09	Provide layout drawings of all equipment (electrical panels, electrical apparatus) for coordination with work of others and to provide proper clearances and access for service. Coordinate required concrete work (house keeping pads) with superintendent.	Y
G-10	Maintain erosion control mechanism during this scope of work as required.	Y
G-11	Provide all shop drawings and engineering required within two weeks after award.	Y
No.	JOB SPECIFIC:	Y/N
S-01	Scope includes carrying out Electrical work in accordance with drawings and specifications.	Y
S-02	Drawing References: L-112, L-113, L-115, L-401 & L-410 + E-01 to E-07.	Y
	<u>Work including but not limited to the following to produce a functional system:</u>	
S-03	Coordinate Electrical plans/drawings with Landscape Architect.	Y
S-04	Site lightings as shown, including power and fixtures in accordance with drawings and specifications.	Y
S-05	Furnish labor, equipment, and materials to effect a complete integrated and proper functioning system as shown/depicted on drawings and specifications.	Y
S-06	Work shall be done in accordance with latest edition of the NEC, and all codes and ordinances of AHJ.	Y
S-07	Materials provided shall be new and in conformance with applicable provisions of NEMA, ANSI, UL, etc. and shall bear an underwriter's label where applicable.	Y
S-08	Landscaping: Electrical wiring, hook-up of controller, rain sensors, grounding of system. And provide certification grounding certification. Inspections and coordination meetings.	N ✓
S-09	Coordinate with other trades for avoidance of conflict/interference.	Y
S-10	Field verify existing conditions.	Y
S-11	Permit fees and inspections required.	N & Y ✓
S-12	Submittals for approval.	Y
S-13	Provide as-built drawings.	Y
S-14	Provide requisite warranty and guarantee.	Y
S-15	Work shall be performed by a licensed electrical contractor.	Y
S-16	Material/equipment and shop drawings submittals for approval prior to commencement of the work.	Y
S-17	Coordinate with FPL where necessary.	Y
S-18	Light fixtures are in accordance fixture schedule.	Y
S-19	Provide precast light pole bases for new. Disregard any reference to cast-in-place.	Y
No.	OTHER:	Y/N
O-1	None	✓
No.	SCHEDULE	
S-1	Refer to cover page for notes.	?
No.	ALTERNATES AND UNIT PRICES	
A-01	None	



Address:
1700 NW 22nd Ave
Pompano Beach, FL 33069

Contact Information:
Ph: 954-975-8200
E: kec@kilowatt-electric.com

Website:
www.kilowatt-electric.com

License Number:
EC-13001961

CUSTOMER	SERVICE LOCATION	ESTIMATE #	
SCEC 5391 North Nob Hill Road Sunrise, FL, 33351	5391 North Nob Hill Road Sunrise, FL, 33351	42355	
		DATE	06/06/2023
		PO #	
		EXPIRATION	07/10/2023

DESCRIPTION	PROJECT: Streetscape Beautification ADDRESS: Downtown East of Ocean Drive, Lauderdale-By-The-Sea, Florida DESCRIPTION: The work is for Lauderdale By The Sea. Proposal includes all electrical labor, material and equipment as per electrical drawings. All electrical drawings are dated 02/13/2023. Please note that: - Pricing & Labor hours are figured from the Intellibid database. - Bid includes all items on Electrical Bid Package SCOPE: - DEMOLITION: - Removal Of Existing Electrical Per Plan - LIGHTING: - Lighting Fixtures - Lighting Controls including Switches & Sensors - Cables & Conduits - MISCELLANEOUS: - Allowances - Trenching & Backfilling - Saw Cut - Junction Boxes EXCLUSIONS: - Liability for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others. - Bonding and/or special insurance requirements. - Independent electrical testing if required. - Utility charges or fees. - Repair of all existing hard surfaces. - Premium time.
-------------	---

Estimate				
Description	Qty	Rate	Tax	Total
Total - Labor, Materials, Equipment Labor, Materials, Equipment	1.00	\$630,970.00	\$0.00	\$630,970.00

Estimate Total:

N

add: P&P Bond @ 3% \$18,929-

total: \$649,899-

\$630,970.00

CUSTOMER MESSAGE

**This proposal is based upon quoted material prices good until the Proposal Valid Thru date. Due to fluctuation in material pricing, this proposal is an estimated cost only after that date. Upon finalization and acceptance of said contract a final proposal will be submitted with actual pricing at the time. Price is subject to change due to the volatility of the commodity market. Kilowatt shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

**PERMITS, PHOTOMETRIC, ENGINEERING, BORES, LAYOUTS, ASPHALT REPAIR, DRYWALL REPAIR, CONCRETE REPAIR, PAINTING, STAKE OUT, SURVEYS, BONDS, MOT, EROSION CONTROL, REMOVAL & RESTORATION OF SOD, LANDSCAPING, PAVERS, FENCING, IRRIGATION, FIRE ALARM, AUDIO WIRING, LIGHTNING PROTECTION, AND IRRIGATION REPAIR ARE NOT INCLUDED IN THIS PRICE.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. All legal fees needed for collection are at customers' expense.

**All stake outs to be done by others, this contractor assumes no liability for unmarked utilities damaged by excavation. We use a rapid trench technique and supply a rough backfill only. We are not responsible for any landscape restoration. Proposal does not include picking up any FP&L material. Site must be within 2" of finished grade or vertical grades stakes must be supplied. Permit costs not included.

*We accept Visa, Mastercard, American Express, checks, and ACH transfers.

*All credit card payments are subject up to a 3% processing fee.

Approval Signature: _____

Print Name: _____

Date: _____

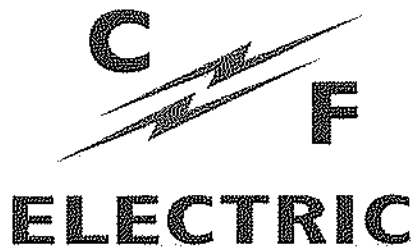


BID PACKAGE ELECTRICAL

Lauderdale-by-the-Sea - Streetscape Beautification

Bid shall include the following:

Item Description		
No.	GENERAL ITEMS:	Y/N
G-01	All subcontractors that have a direct contract or purchase order with SCEC that requires labor on site must maintain a Workmen's Compensation Policy in the subcontractors name according to state standards and requirements. Policies from second tier subcontractors or labor leasing agencies are not acceptable.	Y
G-02	Provide daily cleanup within scope of work, into dumpsters supplied by SCEC.	Y
G-03	All sub contractors prices MUST be held for a period of sixty (60) days.	Y
G-04	Provide power to temporary construction trailer.	Y
G-05	Furnish and install a complete an operational Electrical System per plans and specifications.	Y
G-06	Furnish and install all life safety functions in compliance with plans and specifications. Reference Architectural and/or other divisions not specifically included herein for coordination of systems provided by others.	Y
G-07	Furnish and install all site electrical work shown, including work shown on civil and architectural plans.	Y
G-08	Provide all excavation, backfilling, compaction, cutting & patching, coring for this scope.	Y
G-09	Provide layout drawings of all equipment (electrical panels, electrical apparatus) for coordination with work of others and to provide proper clearances and access for service. Coordinate required concrete work (house keeping pads) with superintendent.	Y
G-10	Maintain erosion control mechanism during this scope of work as required.	Y
G-11	Provide all shop drawings and engineering required within two weeks after award.	Y
No.	JOB SPECIFIC:	Y/N
S-01	Scope includes carrying out Electrical work in accordance with drawings and specifications.	Y
S-02	Drawing References: L-112, L-113, L-115, L-401 & L-410 + E-01 to E-07.	Y
	<u>Work including but not limited to the following to produce a functional system:</u>	Y
S-03	Coordinate Electrical plans/drawings with Landscape Architect.	Y
S-04	Site lightings as shown, including power and fixtures in accordance with drawings and specifications.	Y
S-05	Furnish labor, equipment, and materials to effect a complete integrated and proper functioning system as shown/depicted on drawings and specifications.	Y
S-06	Work shall be done in accordance with latest edition of the NEC, and all codes and ordinances of AHJ.	Y
S-07	Materials provided shall be new and in conformance with applicable provisions of NEMA, ANSI, UL, etc. and shall bear an underwriter's label where applicable.	Y
S-08	Landscaping: Electrical wiring, hook-up of controller, rain sensors, grounding of system. And provide certification grounding certification. Inspections and coordination meetings.	Y
S-09	Coordinate with other trades for avoidance of conflict/interference.	Y
S-10	Field verify existing conditions.	Y
S-11	Permit fees and inspections required.	Y
S-12	Submittals for approval.	Y
S-13	Provide as-built drawings.	Y
S-14	Provide requisite warranty and guarantee.	Y
S-15	Work shall be performed by a licensed electrical contractor.	Y
S-16	Material/equipment and shop drawings submittals for approval prior to commencement of the work.	Y
S-17	Coordinate with FPL where necessary.	Y
S-18	Light fixtures are in accordance fixture schedule.	Y
S-19	Provide precast light pole bases for new. Disregard any reference to cast-in-place.	Y
No.	OTHER:	Y/N
O-1	None	Y
No.	SCHEDULE	
S-1	Refer to cover page for notes.	Y
No.	ALTERNATES AND UNIT PRICES	
A-01	None	Y



June 9, 2023

ELECTRICAL BID & SCOPE SHEET FOR

Lauderdale by the Sea

Streetscape Improvements – East of Ocean Drive

Base Bid: \$ 764,740.00

- Per plans and specifications, we received, dated 2/13/23.
- Lighting fixture package as per specified.
- Lighting fixture hardware, structural supports, and structural base foundations included.
- All wind load calculations and pole certification included.
- All switchgear is existing. All new switchgear breakers and branch circuits included for site lighting upgrades.
- Electrical bond fees excluded from base bid. We are bondable at 1.4%
- Any / all patching, concrete restoration, asphalt restoration, and painting by others.
- All MOT excluded.
- All permit fees excluded.

C & F ELECTRIC, INC.
1660 NW 65th Avenue, Suite 5, Plantation, Florida 33313
Phone: 954.791.1114 / Fax: 954.791.4448

Lauderdale-by-the-Sea: Streetscape Beautification

Date of Bid: June 10, 2023
 Scope of Work: **Sitework**
 Bid Package Number: 02300
 Cost Code: 31 00 00
 Division: 31

SCEC Estimate No./Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Stanford	R/D	880 Paving	All-Rite Paving	
Subcontractor Bid Proposal	1 LS					
Bond Premium		add below	add below	incomplete	NO BID	n/a
Phasing Plan Approach		Included	Not Included			
Mobilization		11,000	3,600			
Erosion Control		2,277	9,611			
MOT		BY SCEC	BY SCEC			
Survey & As Builts		25,740	17,204			
Tree Clearing		BY LANDSCAPE	BY LANDSCAPE			
Grubbing		3,525	6,375			
Site Demolition		102,437	83,195			
Drainage		105,907	27,600			
Earthwork		26,692	Included			
Asphalt Pavement, Mill & Resurface + New						
Limerock		91,825	140,660			
Site Concrete		65,253	62,445			
Striping & Signage		21,275	18,465			
Adjustments:						
As-Builts		n/a	8,000			
Phasing Plan Approach		n/a	18,000			
Demo Header Band		n/a	4,000			
Drainage Inlet Modification		n/a	55,000			
Bond Premium Adjustment		9,119	15,895			
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:		465,050	470,050	0	0	0
BEST COMBINATION:		465,050	Stanford			

SELECTED SUBCONTRACTOR: **Stanford**

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

-
-
-
-
-



STANFORD CONSTRUCTION CO.

Broward Office: 1081 NW 12th Terrace,
Pompano Beach, FL 33069
Tel: (954) 783-6922/ Fax: (954) 783-6925
Miami Office: 99 NW 183rd, Suite # 239B (1),
Miami Gardens, FL 33169
Tel: (305) 770-1470

PALM BEACH COUNTY SCHOOL BOARD CERTIFIED SBE - STATE OF FLORIDA CERTIFIED MBE - BROWARD COUNTY CERTIFIED DBE
BROWARD COUNTY SCHOOL BOARD MBE - MIAMI-DADE COUNTY SCHOOL BOARD MBE - PALM BEACH COUNTY SCHOOL BOARD MBE

BID PROPOSAL

TO: STATE CONTRACTING & ENGINEERING CORP.
5381 N. NOSH HILL ROAD
SUNRISE, FL, 33351

8/5/2023

TEL: 954-923-4747
FAX: N/A

ATTN: ADRIAN VIERA

PROJECT: DOWNTOWN EAST OF OCEAN
LOCATION: LAUDERDALE BY THE SEA

PLANS & SPECIFICATIONS:

AS PER PLANS BY: ALAN ENGINEERING

PLAN SHEETS	
SHEETS	DATED
01, 02, 04	1/10/23
01, 02, 03C	5/10/2023
03	5/20/2023

MOBILIZATION: \$ 11,000.00

- INCLUDES: - MOBILIZATION AND DEMOBILIZATION OF CREWS AND EQUIPMENT FOR OUR SCOPE OF THE PROJECT
- EXCLUDES: - ANY ADDITIONAL MOBILIZATIONS NOT LISTED ABOVE

EROSION CONTROL: \$ 2,277.00

- INCLUDES: - SINKHOLE PROTECTIONS

MAINTENANCE OF TRAFFIC: BY OTHERS

- MAINTENANCE OF TRAFFIC FOR STANFORD CONSTRUCTION'S SCOPE OF WORK

SURVEY LAYOUT & AS-BUILTS: \$ 25,740.00

- SURVEY LAYOUT FOR STANFORD CONSTRUCTION'S SCOPE OF WORK
- AS-BUILTS FOR STANFORD CONSTRUCTION'S SCOPE OF WORK

TREE CLEARING: BY OTHERS

- EXCLUDES: - ANY RELOCATION OR PROTECTION OF ANY EXISTING TREES TO REMAIN ON THE SITE
- ANY PROPOSED LANDSCAPING OR TREES

GRUBBING: \$ 3,525.00

- INCLUDES: - SURFICIAL STRIPPING FOR UP TO 6" OF EXISTING VEGETATION IN THE PAVEMENT SUBGRADE AREAS AND THE BUILDING PAD

DEMOLITION: \$ 102,437.00

INCLUDES THE FOLLOWING:

- 157 LF DEMOLISH THE EXISTING "F" CURB
- 612 LF DEMOLISH THE EXISTING "D" CURB
- 738 LF DEMOLISH THE EXISTING "VALLEY" CURB
- 117 SY DEMOLISH THE EXISTING ASPHALT PAVEMENT
- 6,206 SF DEMOLISH THE EXISTING CONCRETE PAVEMENT
- 101 LF SAWCUT THE EXISTING CONCRETE PAVEMENT
- 22,908 SF DEMOLISH THE EXISTING BRICK PAVERS
- 886 LF SAWCUT THE EXISTING ASPHALT AT THE PROPOSED TIE INS
- 804 LF DEMOLISH THE EXISTING HEADER BAND
- 15 CY OVER EXCAVATE EXISTING ROCK BASE FOR NEW GREEN

- EXCLUDES: - ANY REMOVAL OF ANY EXISTING UTILITIES NOT LISTED BELOW
- ANY REMOVAL OF THE EXISTING LIGHTING
- ANY REMOVAL OF THE EXISTING CONCRETE MASONRY WALL
- ANY REMOVAL OF THE EXISTING GALVANIZED FENCING
- ANY REMOVAL OF THE EXISTING BUILDINGS
- ANY REMOVAL OF THE EXISTING DUMPSTER ENCLOSURE WALLS

<u>DRAINAGE:</u>		\$ 105,907.00
2 CASTING IN PLACE TYPE 5 INLET		
4 CASTING IN PLACE W/ USF 513Q-6158 NOT \$115-6220		
- INCLUDES:	- CLEANING OF EXISTING STRUCTURES - REMOVAL OF EXISTING TOPSLAB AND CASTING	
<u>EARTHWORK:</u>		\$ 26,692.00
	- CUT, BALANCE, BACKFILL, AND ROUGH GRADE THE BUILDING GREEN AREAS SUBGRADE WITH THE EXISTING SITE MATERIAL - CUT, BALANCE, BACKFILL, AND FINE GRADE THE BRICK PAVEMENT SIDEWALK AREAS SUBGRADE WITH THE EXISTING SITE MATERIAL - BACKFILL THE PLANTER ISLANDS WITH THE EXISTING SITE MATERIAL	
- INCLUDES THE FOLLOWING FOR QUANTITIES:		
28,054 SF BRICK PAVEMENT COMPACTED SUBGRADE		
4,000 SF BUILDING GREEN AREAS		
24 CY EXCAVATE 1' CUT THE EXISTING SITE MATERIAL		
24 CY HAUL OFF THE EXCESS SITE MATERIAL		
- EXCLUDES:	- ANY PROCESSED TOPSOIL OR SODDING FOR THE PLANTER ISLANDS OR LANDSCAPED AREAS - ANY CU SOIL	
<u>ASPHALT PAVEMENT:</u>		\$ 91,825.00
- INCLUDES THE FOLLOWING FOR QUANTITIES:		
305 SY 4" LIMEROCK PAD FOR CURBING		
3,206 SY 4" LIMEROCK BASE FOR BRICK PAVEMENT PAVEMENT		
1,353 SY 1" MILLING & OVERLAY FOR THE EXISTING ASPHALT (SP 9.5) QUALITY (2 MOBILIZATIONS)		
- INCLUDES:	PRICING ABOVE FOR THE ASPHALT IS BASED ON TWO (2) MOBILIZATIONS FOR THE PAVING	
<u>CONCRETE:</u>		\$ 65,253.00
- INCLUDES THE FOLLOWING FOR QUANTITIES:		
180 LF 8" X 18" TYPE "D" CURBING		
659 LF 24" WIDE TYPE "F" CURBING		
57 LF 24" WIDE VALLEY GUTTER		
895 LF 8"X8" HEADER CURB W/ (2) #4 BAR		
- EXCLUDES:	- ANY BOLLARDS, ENCLOSURE BLOCK WALLS, ENCLOSURE FENCING, OR ENCLOSURE GATES FOR THE DUMPSTER AREAS - ANY CONCRETE FOR LOW WALL	
<u>STRIPING & SIGNAGE:</u>		\$ 21,275.00
- INCLUDES:	- STRIPING, SIGNAGE, AND CAR STOPS AS SHOWN ON THE PLANS - TEMPORARY PAINT ON MILLED SURFACE	
<u>GENERAL SITE EXCLUSIONS:</u>	- EXCLUDES ANY PUBLIC WORKS PERMIT FEES REQUIRED - EXCLUDES ANY PROCESSED TOPSOIL OR SODDING FOR THE LANDSCAPED AREAS - EXCLUDES ANY SOILS OR DENSITY TESTING - EXCLUDES ANY DERM OR FDOT PERMIT FEES (TO BE FURNISHED BY THE OWNER) - EXCLUDES ANY ROOT BARRIER - EXCLUDES ANY TEMPORARY WATER OR SANITARY FACILITY	
FOUR HUNDRED & FIFTY FIVE THOUSAND NINE HUNDRED & SEVENTY ONE DOLLARS	<u>BASE BID TOTAL:</u>	\$ 455,931.00

TERMS AND CONDITIONS OF AGREEMENT TO PROPOSAL

All prices quoted are subject to Florida sales tax where applicable. This quotation is subject to acceptance within thirty (30) days.

Our terms are net, no discounts. Invoices will be submitted as work progresses, based upon approximate quantities of work completed. Statements will be submitted by the 15th and will be due and payable by the 15th of the following month. If payment remains unpaid after thirty (30) days from date of statement, Customer agrees to pay the minimum interest rate allowed by law on the unpaid balance, and further agrees to pay all court cost and reasonable attorney fees incurred in collection of the account.

AUTHORIZED SIGNATURE: _____
STANFORD AMRITT

DATE

ALTERNATES

PAYMENT & PERFORMANCE BOND ADD

ADD 2%

- ADD 2% TO THE BASE BID AND ANY ALTERNATES TAKEN IF A PAYMENT & PERFORMANCE BOND IS REQUIRED

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Phone #	Fax #
786-464-9056	786-551-2451

Date	Price Quote #
6/7/2023	202893

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	CONSTRUCTION ENTRANCE -STABILIZED 6" THICK LAYER OF 2-3 INCH COURSE AGGREGATE STONE -12'X50	1	EA	3,600.00	✓ 3,600.00
SITE DEV	SILT FENCE	2,084	LF	4.00	✓ 8,336.00
SITE DEV	INLET PROTECTION	17	EA	75.00	✓ 1,275.00
SITE DEV	TREE PROTECTION -ORANGE COLORED HEAVY DUTY WARNING BARRIER FENCE	64	EA	175.00	11,200.00 596
SITE DEV	EXISTING STRIPING TO BE REMOVED VIA WATER BLASTING	1	LS	3,500.00	✓ 3,500.00
SITE DEV	CLEAR AND GRUB -SMALL SHRUBS	1,275	SF	5.00	✓ 6,375.00
SITE DEV	EXISTING TREES TO BE REMOVED *PLEASE NOTE: 16 TREES TO BE RELOCATED/REPLANTED BY OTHERS	18	EA	650.00	11,700.00 SITE/CIVIL
SITE DEV	EXISTING BRICK PAVERS TO BE REMOVED	23,325	SF	1.80	✓ 41,985.00
SITE DEV	EXISTING CONCRETE TO BE REMOVED	6,164	SF	2.00	✓ 12,328.00
SITE DEV	EXISTING ASPHALT TO BE REMOVED	996	SF	2.00	✓ 1,992.00

Thank you and we look forward to doing business with you!

Total

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	EXISTING PLANTERS TO BE REMOVED	11	EA	500.00	✓ 5,500.00
SITE DEV	EXISTING TYPE D CURB TO BE REMOVED	546	LF	5.00	✓ 2,730.00
SITE DEV	EXISTING VALLEY GUTTER TO BE REMOVED	596	LF	5.00	✓ 2,980.00
SITE DEV	EXISTING TYPE F CURB TO BE REMOVED	300	LF	5.00	✓ 1,500.00
SITE DEV	EXISTING DROP CURB TO BE REMOVED	36	LF	5.00	✓ 180.00
SITE DEV	EXISTING ADA PAD TO BE REMOVED	14	EA	150.00	✓ 2,100.00
SITE DEV	EXISTING STORM MANHOLE TOP SLAB, FRAME AND GRATE TO BE REMOVED	2	EA	1,200.00	✓ 2,400.00
SITE DEV	EXISTING CATCH BASIN TOP SLAB, FRAME AND GRATE TO BE REMOVED	5	EA	1,200.00	✓ 6,000.00
SITE DEV	PROPOSED 1" MILLING AND RESURFACING	11,080	SF	3.30	✓ 36,564.00
SITE DEV	PROPOSED TYPE D CURB -NO REINFORCEMENTS	149	LF	24.00	✓ 3,576.00
SITE DEV	PROPOSED TYPE F CURB AND GUTTER -NO REINFORCEMENTS	870	LF	30.00	✓ 26,100.00
SITE DEV	PROPOSED VALLEY GUTTER	126	LF	25.00	✓ 3,150.00

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	PROPOSED PAVERS -8"X8"X2-3/8" PA-2 - ARTISTIC PAVERS PEDESTRIAN SIDEWALK FIELD -SAND BED	19,899	SF	7.00	139,293.00 <i>PAVER SUB</i>
SITE DEV	PROPOSED PAVERS - 8"X12"X2-3/8" PA-1 - ARTISTIC PAVERS GRANITE LOCK DINING PAVING FIELD -SAND BED	7,139	SF	7.50	53,542.50 <i>PAVER SUB</i>
SITE DEV	PROPOSED PAVER LINE -8"X8"X2-3/8" PA-6 ARTISTIC PAVERS PEDESTRIAN SIDEWALK BAND -SAND BED	125	LF	20.00	2,500.00 <i>PAVER SUB</i>
SITE DEV	PROPOSED CURB HEADER -8" WIDTH BROOM FINISHED NATURAL GRAY CONCRETE BAND PA-7 -REINFORCED W/ TWO #4 REBAR	896	LF	26.00	23,296.00
SITE DEV	PROPOSED BASE MATERIAL AND INSTALLATION -4"-6" LIMEROCK BASE -8"-12" STABILIZED SUBGRADE	27,038	SF	3.85	104,096.30
SITE DEV	PROPOSED ADA PAVE PEDESTRIAN SIDEWALK	1	LS	1,800.00	1,800.00
SITE DEV	PROPOSED ADA RAMP	603	SF	7.50	4,522.50

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	PROPOSED DETECTABLE WARNING PAVERS -12"12"X2-3/8" PA-3 ARTISTIC PAVERS PEDESTRIAN PAVING ADA	350	SF	9.00	3,150.00 <i>PAVERS SUB</i>
SITE DEV	PROPOSED CURB INLET -TOP SLAB, FRAME AND GRATE	6	EA	4,600.00	✓ 27,600.00
SITE DEV	PROPOSED HANDICAP SIGN -GALVANIZED U-CHANNEL POST	6	EA	385.00	✓ 2,310.00
SITE DEV	PROPOSED RESTRICTED PARKING SIGN -GALVANIZED U-CHANNEL POST	2	EA	385.00	✓ 770.00
SITE DEV	PROPOSED SHORT TERM PARKING SIGN -GALVANIZED U-CHANNEL POST	1	EA	385.00	✓ 385.00
SITE DEV	PROPOSED STRIPING (AS PER PLAN) -THERMALPLASTIC AND TEMPORARY	1	LS	15,000.00	✓ 15,000.00
SITE DEV	SURVEY AND LAYOUTS	1	LS	17,203.70	✓ 17,203.70

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
NOTE	EXCLUSIONS: -PERMIT FEES AND PROCESSING BY OTHERS -FINAL ASBUILTS AND DENSITIES BY OTHERS -MOT BY OTHERS (PRICE CAN BE PROVIDED IF NEEDED) ---- -EXISTING CONCRETE BEACH BALL BOLLARDS TO BE REMOVED, SALVAGED AND REINSTALLED BY OTHERS ---- *THIS PRICE WILL BE VALID FOR 90 DAYS. LINE ITEMS FOR UNDERGROUND UTILITIES VALID FOR ONLY 30 DAYS. IF AWARDED, WORK MUST COMMENCE WITHIN 3 MONTHS FROM THE ORIGINAL ESTIMATE DATE, OTHERWISE, WE WILL AUTOMATICALLY REVIEW COSTS AND UPDATE IF THERE ARE MATERIAL PRICE INCREASES. • 100% INLET MODIFICATIONS/ SITE CONDITIONS • DEMO EXISTING HEADER BAND • Mobilizations For Pricing plan • P&P BAND @ 3.5%			0.00	0.00
				ADD	8,000 -
				ADD	55,000 -
					4,000 -
					18,000 -
					15,895 -

Thank you and we look forward to doing business with you!

Total ~~\$590,540.00~~

\$470,050 -



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

June 6, 2023

State Contracting Engineering Corporation
5391 N. Nob Hill Road,
Sunrise, Florida 33351
ATTN: Adrian Viera

Lauderdale by the Sea
Streetscape Project
Ft Lauderdale

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Supervision	1	LS	\$12,000.00	\$12,000.00
2	Removal of Existing Concrete	1	LS	\$49,140.00	\$49,140.00
3	Removal of Existing Asphalt	971	SF	\$6.40	\$6,214.40
4	Excavation (Asphalt Removal)	971	SF	\$6.40	\$6,214.40
5	Furnish & Place 13.5" Limerock Base Fine Grade, Compact, Prime	108	SY	\$100.15	\$10,816.20
6	Furnish & Place 1.5" Asphaltic Concrete Wearing Surface Type SP-12.5 1st. Lift	108	SY	\$91.00	\$9,828.00
7	1" Milling (Commercial Blvd & N Ocean)	1,290	SY	\$10.90	\$14,061.00
8	Furnish & Place 1.0" Asphaltic Concrete Wearing Surface Type SP-9.5 Final Lift	1290	SY	\$15.60	\$20,124.00
9	Type D Curb	175	LF	\$20.90	\$3,657.50
10	Type F Curb	955	LF	\$38.85	\$37,101.75
11	Header Curb	870	LF	\$29.45	\$25,621.50
12	Valley Gutter	55	LF	\$42.40	\$2,332.00
TOTAL:					\$197,110.75

*Take off concrete...
ONLY PAVING AND SINE
CONCRETE*

*SEE SPECIAL CONDITIONAL SHEET

**IF QUANTITIES DECREASES BY 15%, THE UNIT PRICES MAY INCREASE

1.) No Item Included unless specifically stated

2.) MOT is to be provided by others

Stephen Cheatham
Senior Estimator

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Brick Unit Pavers (Install Only)

Bid Package Number: 02780

Cost Code: 32 00 00

Division: 32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: -

SCOPE OF WORK

SUBCONTRACTOR:

Description	Quantity	US Brick+Block	Hollywood	Grass Roads	Perfect Pavers	Signature Paver
Subcontractor Bid Proposal	1 LS	124,175	135,418	346,882	168,334	NO BID
Bond Premium		n/a	n/a	n/a	n/a	n/a
Sand Bed		Included	Included	Included	Included	
Pavers Handling from Staging Area		Included	Included	Included	Included	
Mortar Set & Geo-Textile As Shown		3,715	Included	Included	Included	
Install Pavers w/ Wet Cuts		6,730	Included	Included	Included	
Daily Pressure Washing		24,000	25,928	Included	20,800	
Mobilizations w/ Phasing Plan		16,000	16,000	Included	Included	
Final Sanding and Cleaning		Included	Included	Included	Included	
Along Business Access Path: Remove & Replace on Daily Production Qty.		Included	Included	Included	15,000	
Final Clean, Acid Wash and Seal Pavers	Allowance	40,000	40,000	40,000	40,000	
Bond Premium Adjustment						
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:		214,620	214,620	346,882	243,134	0

BEST COMBINATION: 214,620 US Brick+Block

SELECTED SUBCONTRACTOR:

US Brick+Block

Estimate Prepared by: AV

Estimate Reviewed by: PAC

Notes:

1) Final Sealer Product is to be determined by on-site sampling, cost will be based on an approved product.

2)

3)

4)



1909 Tigertail Blvd.
Dania Beach, FL 33004
Phone: 954-792-0076
Fax: 954-792-5692

Adrian Viera - State Contracting
Cell: 786-423-1981

5391 N. Nob Hill Road
Sunrise, FL 33351

Job Address:
Lauderdale by the Sea, FL

Print Date: 6-16-2023

Proposal for Downtown East of Ocean Drive

We hereby submit specifications and estimates for the following:

Remove existing pavers from buildings out 8' and dispose of to on site dumpsters provided by others. Others to remove and dispose of all other remaining pavers. Pavers removed by us for areas that we can reinstall with new pavers on the same day. Others to provide pavers for installation and arrange for freight to deliver and distribute to locations within 50' of install area. U.S. Brick to provide additional 1" sand leveling course and installation for city supplied pavers on walkway areas per plan sheet L-100, L-101, L-102, L-103, L-104, L-110 and L-111 dated March 20, 2023. Others to provide sub base to accomodate thickness of pavers plus 1" leveling sand for any areas where pavers were removed by other if disturbed by any underground work, electrical, plumbing, landscaping, irrigation, etc. Others to provide recessed header curbs for which pavers are to be mortar set to per plan details. Clean up of debris to on site dumpsters provided by others.

Total \$124,175.00

Option: Provide geotextile fabric per detail 5 on sheet L-111, ADD \$3,715.00 ✓

Note: This does not serve any useful purpose and is not required for installation.

Option: Wet cut all paver cuts needed, Add \$6,730.00 ✓

Note: This will create colored slurry that will require pressure cleaning above but not necessarily sealing.

→ ADD: DAILY PRESSURE CLEANING \$24,000-

ADD: MOBILIZATIONS PER PHASING NEEDS \$16,000-

TOTAL \$ 174,620-

Total Price: \$0.00

Plans, Permits, Plumbing, Gas and Electric are not included in this bid.

Note: If preexisting conditions are deemed unacceptable by the city inspector (i.e. sub-base / sidewalks) and are not quoted above, customer and/or property owner is responsible for additional costs required to meet city code.

Note: If excavation work is required for installation, and damage to sprinkler pipes, sod, tile, septic tanks or other objects resulting from such excavation is the responsibility of the customer and/or property owner and not that of U.S. Brick & Block Systems, LLC.

Note: The customer is responsible for any lien and collection costs which start at a minimum cost of \$750.00.

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of: **35% Deposit upon acceptance, with monthly billing based on percentage of areas completed.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest will accrue at a rate of 1.5% per month (18% annum). If after due date, should litigation become necessary the prevailing party shall be entitled cost and reasonable attorney fees. Wire payments - Bank information will be provided to you via text format but DO NOT SEND WIRE until two step verification - Call your salesperson or our office at 954-792-0076 to confirm verbally the correct bank information.

This proposal is subject to acceptance within ____30____ days.

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **Sale Representative: Jeff Abbott (954) 214-6544**

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



2110 North Dixie Highway
Hollywood, Florida 33020
Phone: 954-923-6546 Fax: 954-923-9913
hollywoodstone@bellsouth.net

Contract No.
Order Date 5/18/2023
Customer Phone 954-923-4747
Customer Email aviera@statecontracting.com

Billing Address:		Job Address		
State Contracting & Engineering Corp. 5391 N. Nob Hill Rd. Sunrise, FL 33351		Lauderdale By the Sea Streetscape Beautification Downtown East of Ocean Dr. Lauderdale By the Sea, FL 33308		
Area	Material and Job Description	SQFT./L.F.	Unit Cost	Amount
PA-1	Install only- Artistic 8"x12"x2-3/8" on up to 1" sand over gray area as per attached plans	✓ 7,850	\$3.75	\$29,437.50
PA-2	Install only- Artistic 8"x8"x2-3/8" on up to 1" sand over brown area as per attached plans	✓ 24,850	\$3.75	\$93,187.50
PA-3	Install only- Artistic 12"x12"x2-3/8" ADA on up to 1" sand over orange area as per attached plans	✓ 375	\$4.25	\$1,593.75
PA-5	Install only- Artistic 8"x8"x2-3/8" on up to 1" sand over pink area as per attached plans	✓ 440	\$3.75	\$1,650.00
PA-6	Install only- Artistic 8"x8"x2-3/8" on up to 1in sand over yellow areas as per attached plans	✓ 155	\$3.75	\$581.25
PA-8 Mudset	Install only- Artistic 8"x12"x2-3/8" on up to 1" mud over light blue area as per attached plans	✓ 155	\$8.50	\$1,317.50
PA-8 Mudset+Geotextile	Install only- Artistic 8"x12"x2-3/8" on up to 1" mud with geotextile as per your plans over dark blue area as per attached plans	✓ 900	\$8.50	\$7,650.00
	ALL TRASH/DISPOSAL BY OTHERS***			
	STAGING OF MATERIALS BY OTHERS****			
	PERMITS BY OTHERS*****			
	SUB BASE TO WITHIN 4" OF FINAL GRADE BY OTHERS***			
	MOT BY OTHERS*****			
NOTES				
Excess pavers are due to incremental/minimum order requirements by manufacturer and are the property of Hollywood Stone.		Sub-Total:		\$135,417.50
		Sales Tax		
SQ. FT. amounts are based upon our measurements + applicable waste waste factor.		50% Deposit		\$67,708.75
		Due On Completion		\$67,708.75

I (we) have read and accept the above proposal and contract, subject to all terms and conditions on this sheet along with any additional detail sheets, diagrams, plans, etc. when applicable

X

Hollywood Stone

X

Purchaser

WET CUT: INCL.
MOD: DAILY PRESSURE WASH: \$0.75/SF
34,570 SF x 0.75 = \$25,928-
Total: \$161,346-
Add: MOBILIZATION PER PHASING NEEDS \$16,000-
\$177,346-



Perfect Pavers of South Florida, LLC
 5809 N Andrews Way
 Ft Lauderdale, FL 33309
 (954) 779-1855
 www.perfectpavers.com

ADDRESS

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

SHIP TO

Downtown East of Ocean Drive,
 Lauderdale-By-The-Sea, FL

PROPOSAL: 11581

DATE 06/12/2023

EXPIRATION DATE 08/15/2023

SALES REP

Luke Grant

JOB NAME

Downtown East of Ocean Drive

DESCRIPTION	QTY	RATE	AMOUNT
Installation Proposal Based on AAL hardscape plans printed on 05.10.2023			
LABOR ONLY:	✓ 31,173	5.40	168,334.20
Provide Sand and Labor for Installation of Owner supplied Artistic pavers at pedestrian sidewalks, over limerock base (by others):			
1. P-1: Granitelock 8"x12"x2-3/8" pavers (7,162 sf)			
2. P-2: Shellock 8"x8"x2-3/8" pavers (22,453 sf) ✓			
3. P-3: ADA 12"x12"x2-3/8" pavers (337 sf) ✓			
4. P-5 & P-6: Shellock 8"x8"x2-3/8" paver band (161 sf) ✓			
Also includes mud set border pavers P-8 Granitelock 8"x12"x2-3/8" (1,060 sf); -			
Mud set on 8" concrete band (by others).			
ADDITIONAL OPTIONS & NOTES:			
**Excludes permits and fees.			
**Excludes Concrete flatwork, header/footer curbing - by others			
**Excludes preparation of limerock base - by others			
**Excludes Delivery of Pavers to work areas - by Contractor			
**Excludes Handling, receiving, moving Owner material to and from site			
**Excludes Pressure Clean & Seal, if required, ADD: \$0.90 PSF ✓			

20% Deposit at Start / Monthly Progress Draws

Owner/builder is responsible to inspect materials for proper color and shape prior to installation. Any changes in layout involving extra cost will be executed only upon written orders.

TOTAL \$168,334.20

ADD: DAILY PRESSURE CLEANING \$ 20,800-

ADD: PHASING NEEDS ALONG BUSINESS ENTRANCE PATH \$ 15,000-

TOTAL: \$ 204,134-



8050 N. University Drive, Suite 204
Tamarac, Florida 33321
Office: 954-752-9696
TOLL FREE: 800-705-3435
FAX: 954-337-0114
www.crossroadspaving.net

LICENSED & INSURED
CC # 09-IBP-16248-
CC # U-21445

PROPOSAL

Date: 5/23/2023
Company: State Contracting & Engineering, Corp.
Customer Name: Adrian Viera
Address: 5391 N. Nob Hill Road
City: Sunrise
Proposal: P23-1235

Phone: 786-423-1981
E-Mail Address: aviera@statecontracting.com
Job Name: Lauderdale-by-the-Sea Streetscape
Job Address: Downtown East of Ocean Drive
City: Lauderdale-by-the-Sea

We hereby submit specifications and estimates for the installation of brick pavers per attached scope sheet

Base Bid Total SEE SCOPE SHEET

Price reflects shapes and colors PER ATTACHED SCOPE SHEET. All materials, labor, taxes, waste and delivery fees are included. Permit Fees, Notice of Commencement Fees and \$150 Permit Processing Fees are additional and at cost if required.

DISCLAIMER

1. If preexisting conditions are deemed unacceptable by the city inspector (i.e. sub-base / sidewalks) and are not quoted above, the customer and/or property owner is responsible for additional costs incurred to comply with city code requirements.
2. If the scope of work is a pool deck, it is the responsibility of the customer and/or property owner to clean up all dust and debris that may get into the pool as a result of work performed.
3. If excavation work is required for installation and damage to sprinkler pipes, sod, tile, septic tanks or other objects results from such excavation, it is the responsibility of the customer and/or property owner and not that of CrossRoads Paving Solutions, Inc.

Note: If thick and thin pavers are used, the colors WILL NOT match. New pavers WILL NOT match existing pavers.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of:

SEE SCOPE SHEET

Remit payment by check as follows: **50% upon acceptance and balance upon completion.**

Please make checks payable to: **CrossRoads Paving Solutions, Inc.**

All material is guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any modifications to the above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest shall accrue at a rate of 1.5% per month (18% per annum). If after due date should litigation become necessary, the prevailing party shall be entitled cost and reasonable attorney fees. This proposal is subject to acceptance within **30 days** and is void thereafter.

Sales Person **Walter Jones** Contact # **954-495-1484**

X _____

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to proceed with the work as specified.
Payment will be made as outlined above.

ACCEPTED:

Customer Signature _____

Date ____/____/____

Scope Sheet For: State Contracting & Engineering, Corp. - Lauderdale-by-the-Sea Streetscape

Date 5/23/2023

AREA	SPEC	SETTING BED 1" MAX	RFIS NUMBER
		SCOPE	
	P1-Graniteblock 8x12 Installation ONLY P2/5/6-Roadlock Cafe 8x8 Installation ONLY ADA Paver- 12x12 Installation ONLY	Sand Bed \$ 82,198.50 Sand Bed \$ 257,858.71 Sand Bed \$ 6,824.75 BASE BID \$ 346,881.96	
ADD ALTERNATE	Site Prep-Final Grade Work +/-1" (Per line item above, if necessary)	NA	ADD \$ 2,500.00
ADD ALTERNATE	Clean and Seal	NA	ADD \$ 36,778.51

NOTES & RFIS

NOTE: Sub grade to be provided by others at 3.5" to 4.0" below final grade.
 NOTE: Crossroads Paving can provide pricing for removal of existing brick pavers if requested.
 NOTE: Any required header curbs, concrete slabs, or other concrete pours are excluded and the responsibility of others.
 NOTE: Paver edge secured with industry standard edge restraint. Request for footer will be additional.
 NOTE: Any required PVC, conduit, or other sleeving to be done by others prior to brick paver installation.
 NOTE: Bid based on 1" maximum bedding sand per ASTM standards.
 NOTE: Step work is excluded and additional if requested.
 NOTE: Price subject to changed based on final material selections.
 NOTE: All construction related waste to be disposed of in dumpster provided by GC on site. Failure to allow job specific waste to be disposed of in this manner will result in added removal fees up to \$500 per load
 NOTE: GC must provide access point to each specific scope of work with minimum 10'x10' opening for equipment access. Additional charges will apply if equipment access is not provided
 NOTE: Material must be dropped within 100' of installation area to allow for mobilization. Additional charges will apply if materials are not staged within parameters
 NOTE: Price subject to 8% Escalation Clause for any installation not completed by 2023
 NOTE: Price based on (4) mobilizations for completion of the project. Any additional mobilizations are subject to a charge of \$2500/mobilization.

CONTRACT BASED ON PLANS: L101-104

All material is guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any modifications to the above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest shall accrue at a rate of 1.5% per month (18% per annum). If after due date should litigation become necessary, the prevailing party shall be entitled cost and reasonable attorney fees. This proposal is subject to acceptance within 30 days and is void thereafter.

Remit payment by check to CrossRoads Paving Solutions, Inc as follows: 50% Upon Acceptance, Balance Upon Completion

SIGNATURES

DATE

Dade@GowardPalm Beach

Lauderdale-by-the-Sea: Streetscape Beautification

۱۵۳

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work:

Bid Package Number:

Cost Code:

Division:

June 10, 2023

Tree Pit Paver (Addapave)

02790

32 30 00

32

SC/EC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF:

[illegible]

SELECTED SUBCONTRACTOR:

America's Best

Notes:

11

Estimate prepared by: AV

Estimate Reviewed by: PAC

AMERICA'S BEST SERVICE

NATURAL AGGREGATE BOUND SURFACES

P.O. Box 530250

Miami FL 33153

305-345-6385 954-557-0774

www.naturalaggregateboundsurfaces.com

Providing unique maintenance free alternatives to asphalt, concrete, pavers and steel tree grates

QUOTE



Prepared for:

State Contracting & Engineering Corp.
5391 N. Nob Hill Road,
Sunrise, FL 33351
Project: **Downtown East of Ocean Drive**

Addapave TP

- Preparing four 5'x5' and eight 4'x4' each tree pits for installation of Addapave TP system.
- Installation of 3"-4" of #57 or #67 drain gravel and geo-textile weed Control Fabric.
- Installation of silver-gray granite Addapave TP on 12 tree pits. This quote is based on an area of 228 sf to receive the Addapave TP System. Quote including all labor, material and equipment necessary to install the Addapave TP to the tree pits.

The area of the tree pit material is based on the total area of the tree pit including the area taken up by the tree trunk and trench.

Addapave TP Installation based on area of 228 sf: \$ 11,514

This quote does **NOT** include the following:

1. Saw cutting sidewalk to enlarge the existing tree pit.
2. Excavate the tree pit to the desired 6" depth.
3. Irrigation or Electrical work or repair.
4. This quote does not include applicable taxes.

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Quote is based on having access to all tree pits. Any modification will be discussed with contractor prior to installation. ABS is not responsible for breakage of unmarked subterranean utilities.

THIS QUOTATION IS PROVIDED TO ASSIST YOU IN YOUR ESTIMATING NEEDS. QUANTITY, MATERIAL AND SPECIFICATION REQUIREMENTS REGARDING OUR PRODUCTS WITH REFERENCE TO THIS INQUIRY ARE TO BE DETERMINED BY THE CONTRACTOR, OWNER, OR ENGINEER. PLANS AND SPECIFICATIONS HAVE NOT BEEN REVIEWED BY THIS FIRM.

Quote may subject to change after six months.

Material lead time 6-8 weeks.

25% on mobilization day.

Remaining balance due upon completion.

Quote prepared by David Lazar. 05-17-2023

Thank you for the opportunity to serve your Addapave TP needs.

Contractor:

State Contracting & Engineering

Subcontractor:

America's Best Service LLC

Name (print or type) Title

By: David Lazar

Name (print or type)

Signature

Date

David Lazar 05/17/2023
Signature Date

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Custom Planter (ANOVA)

Bid Package Number: 02820

Cost Code: 32 00 00

Division: 32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: .

SCOPE OF WORK		SUBCONTRACTOR:									
Description	Quantity	ANOVA									
Subcontractor Bid Proposal	1 LS										
Bond Premium		n/a									
CUSTOM PLANTER MATERIAL ONLY											
ANOVA Custom Planter	2	8,597									
Shop Drawings		Included									
Textured White		Included									
CREW & EQUIPMENT (INSTALLATION)											
Labor (3 Days, 2 Man @ \$650/Day/Crew)	3 Days	1,950									
Drainage Connection	2 LOC	1,000									
TOTALS:											
		11,547	0	0	0	0	0	0	0	0	0
BEST COMBINATION:		11,547 ANOVA									

SELECTED SUBCONTRACTOR: ANOVA

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



Company Address 1424 Talmage Avenue
St. Louis, Missouri 63110
US

Created Date 5/22/2023
Expiration Date 6/22/2023
Quote Number SFQ-00065339

Prepared By Osean Ronan
Email oronan@anovafurnishings.com

Ship To Lauderdale-by-the-Sea, Florida 33062
US

Product Image	Item	Description	Sales Price	Quantity	Total Price
 Not actual colors	SHOPDRAWING	Shop Drawing Charge For Custom Planter NEEDED PART: TBD	\$1,500.00	1.00	\$1,500.00
 Not actual colors	STLCUSTOMPLANTER	1) SKU : custom-metal-planter Shape: [Modular] Description: [w/ welded aluminum legs 4"x4"x4"] Levelers: [24] Dimensions: [72"L x 24"W x 24"H] Material Type: [0.125" Aluminum] Powder Coat Color: [Textured White] Top Lip: [Yes Top Lip with Yes Return] Drainage: [Standard] Bracing: [TBD] Modular: [Yes] Irrigation: [TBD] Cutouts: [TBD] Approx. Weight: [92lbs]	\$2,770.00	2.00	\$5,540.00

Subtotal	\$7,040.00
Shipping and Handling	\$994.00
Subtotal before tax	\$8,034.00
Tax	\$562.38
Total	\$8,596.38

Terms and Conditions:

Lead times are an estimate and will be confirmed at time of order. Orders may be expedited upon request but will be assessed a 25% expedite fee. Expedited lead time will need to be confirmed prior to an order being placed.

Product prices are valid until the expiration date. Orders may be placed up to 90 days in advance.

Sales tax may change at time of invoice due to changes in state, county, or local sales tax rates or laws. Any sales tax exemption certificate must be on file and approved by Anova prior to shipment or sales tax

Initials _____



will be charged.

Products are made to order. Order cancellations requested 2-4 weeks before ship date will incur a 50% charge on the product only. Order cancellations will not be accepted 2 weeks prior to ship date. Custom orders cannot be cancelled.

Orders placed on account are subject to credit approval and may require a deposit. Payment terms are net 30 with interest at 2% per month from date of invoice if not paid in full within terms.

Some assembly may be required. Reference assembly instructions for assembly and maintenance information. Installation not included. Products must be assembled to manufacturer's specifications.

For custom orders, upon receipt of a PO or signed quote, client will be responsible for shop drawing fees, if incurred, regardless of if order is cancelled.

Shipping & Additional Information. *Indicates Required Field for Order Placement

PO Number: NONE Add: _____

If applicable. This is referenced on all order & shipment information provided. NONE indicates no PO number.

*Call Ahead Shipping Contact: The carrier will call this person 24 hours prior to delivery to schedule and confirm delivery time.

Name: NONE Add Name: _____ Phone#: _____

*Lift Gate: If you do not have a dock or forklift available to accept delivery this must be selected

Liftgate ☒

Shipping Options: If left blank or not otherwise communicated, standard lead time will be selected.

☐ Standard Lead Time. Will ship within communicated standard lead time.

☐ I can accept delivery earlier than standard lead time, if available (this is not expediting)

☐ Ship on certain date beyond the standard lead time. Note: this is the date of shipment, not delivery. Some restrictions apply.
Date Requested: _____

Products may ship from more than one location, resulting in multiple shipments.

Shipping Option: Standard Lead Time

Billing Information: Billing Address above must be correct. If not specified, we will mail invoices to the listed address at the time of shipment.

Invoice Email: NONE Add Email: _____

*Verify Colors: Colors above must be selected with each corresponding product.

The colors above are correct: Initials: _____

Accept and Place Order

By signing I agree to all the terms and conditions above and am authorizing Anova to convert this quote to an order as described.
Please initial each page as well

Initials _____



Signature _____

Date _____

Printed Name _____

Initials _____

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Landscape
 Bid Package Number: 02945
 Cost Code: 32 90 00
 Division: 32

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	Unit	Unit Price	B&R	Webb	Dine	Estimate
Subcontractor Bid Proposal	1 LS		n/a	n/a	n/a	NO BID	NO BID
Bond Premium						n/a	n/a
NEW SCOPE							
Trees & Palms	LS		75,360	81,950	89,940		
Shrubs Area & Ground Covers	LS		Included	Included	Included		
Mulch	LS		Included	Included	Included		
Planting Soil	LS		Included	Included	Included		
Structural Soil (1 Qty at New 'CE' Label Tree)	LS		Included	Included	Included		
Root Barrier	LS		Included	Included	Included		
Watering Through Final Inspection	LS		Included	3,750	3,750		
RELOCATES SCOPE							
Relocate Existing Palms, ON-SITE	8		4,525	20,500	21,380	44,000	
Relocate Existing Trees, OFF-SITE	8		27,000				
Sod Repairs, OFF-SITE	ALLOW		1,300	1,500	1,500	1,500	
Root Barrier at Addapave Locations	LS		5,900	5,100	5,100	5,100	
EXISTING TO REMAIN SCOPE							
Root Pruning + Temp. Watering	18		5,000	4,950	5,000	5,000	
New Mulch	ALLOW		3,000	963	1,000	1,000	
Bond Premium Adjustment							
Final Price Adjustment							
MWBE Participation (A.W.H.O)							
TOTALS:			120,035	119,924	123,680	120,240	0
BEST COMBINATION:			119,680	B&R			

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

B&R

Notes:

- 1) LSP, B&R + Aragoza are combined w/ Irrigation and not standalone.
- 2)
- 3)
- 4)
- 5)

PROJECT:

**LAUDERDALE BY THE SEA
DOWNTOWN EAST OF OCEAN DRIVE
STREETSCAPE BEAUTIFICATION**

SUBMITTED BY:

B&R Industries, Inc.
242 SW 5th Street
Pompano Beach, Florida 33060

SUBMITTED TO:

State Contracting & Engineering Corp.
5391 N. Nob Hill Road
Sunrise, Florida 33351

PREPARED BY:

Robin Williams 757.449.2359
Preconstruction Manager robinw@brind.us

Travis Williamson 954.275.1305
Vice President travis.williamson@brind.us

Proposal**PROJECT INFORMATION**

	Architect / Designer	Plan Dated	Sheets Received	Revision Info
Irrigation Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None
Landscape Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None

LUMP SUM PROPOSAL

Irrigation Package	\$	28,890.01
Landscape Package	\$	117,434.24
Total	\$	146,324.25
Bond, if Required	\$	4,389.73

Estimators Comments:

Thank you for the opportunity to provide you with a proposal for the landscape and irrigation scope of this project. Please let us know if you have any questions.

IRRIGATION PACKAGE

Irrigation System Installation	Comments / Notes	Quantity	Each	Total
Installation Per Plan	Per Notes and Details	1	28,278.58	28,278.58
Permit Fees		1	611.43	611.43
Subtotal				28,890.01

Total Irrigation System 28,890.01

LANDSCAPE PACKAGE

Permitting	Comments / Notes	Quantity	Each	Total
Permit Fees	Tree Permit	1	357.15	357.15
Subtotal				357.15

Tree Disposition		Quantity	Each	Total
ROOT PRUNING GREEN BUTTONWOOD MIN. 3 MONTHS PRIOR				
NO NOT INCLUDED, IF REQUIRED! PERMIT AND SETUP BY OTHERS				
FG8*+	GREEN BUTTONWOOD (17)	8" CAL DBH, 16' HT X 12' SPR.	1	2,507.43
FG4*+	GREEN BUTTONWOOD (18)	4" CAL DBH, 10' HT X 5' SPR.	1	1,379.25
FG4*+	GREEN BUTTONWOOD (19)	4" CAL DBH, 12' HT X 6' SPR.	1	1,379.25
FG6*+	GREEN BUTTONWOOD (20)	6" CAL DBH, 13' HT X 7' SPR.	1	2,300.01
FG6*+	GREEN BUTTONWOOD (21)	7" CAL DBH, 14' HT X 10' SPR.	1	1,651.52
FG6*+	GREEN BUTTONWOOD (22)	7" CAL DBH, 18' HT X 6' SPR.	1	1,651.52
FG10*+	GREEN BUTTONWOOD (23)	11" CAL DBH, 22' HT X 18' SPR.	1	3,736.22
FG8*+	GREEN BUTTONWOOD (24)	8" CAL DBH, 16' HT X 20' SPR.	1	2,507.43
PMD	COCONUT PALM (47)	10" CAL DBH, 20' CT X 18' SPR.	1	1,252.43

PMD	COCONUT PALM (49)	7" CAL DBH, 9' CT X 10' SPR.	1	791.35	791.35
PSM	FLORIDA THATCH PALM (50)	5" CAL DBH, 6' OA X 4.5' SPR.	1	156.67	156.67
PMD	COCONUT PALM (51)	7" CAL DBH, 14' CT X 16' SPR.	1	1,439.84	1,439.84
PSM	FLORIDA THATCH PALM (77)	5" CAL DBH, 6' OA X 3' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (78)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (79)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (80)	5" CAL DBH, 10' OA X 5' SPR.	1	156.67	156.67
	TREE PROTECTION (82 TREES)	40' PER TREE - (LF)	3,280	4.30	14,104.00
				Subtotal	35,483.60

21,380-

Tree Installation		Plan Specifications	Quantity	Each	Total
EXISTING TREES AND PALMS TO REMAIN OR BE RELOCATED SHOWN ABOVE					
65G	BUTTONWOOD (CE)	2" CAL., 14' HT X 6' SPR.	1 ✓	907.43	907.43
PMD	GREEN MALAYAN COCONUT PALM (CNT10)	10'-12' CT.	24 ✓	1,601.96	38,447.04
				Subtotal	39,354.47

Shrub Installation		Plan Specifications	Quantity	Each	Total
7G	PURPLE LEAFED CRINUM (CPC) NOT AVAILABLE	36" HT. X 30" SPR.	4 ✓	75.29	301.16
25G	FALSE AGAVE (FGV)	30" OA	28 ✓	223.64	6,261.92
15G	BIRD OF PARADISE - ORANGE (SRO)	30-36" OA	9 ✓	92.95	836.55
15G	CARDBOARD PALM (ZFP)	3' OA	5 ✓	101.06	505.30
3G	CARISSA 'EMERALD BLANKET' (CME)	18" HT. X 18" SPR.	178 ✓	11.19	1,991.82
3G	DWARF CLUSIA (CRC)	18" HT. X 18" SPR.	30 ✓	11.19	335.70
3G	MAGNIFICENT CROTON (CVM)	24" HT. X 24" SPR.	150 ✓	14.43	2,164.50
7G	SABLE MINOR DWARF SAW PALMETTO (SMP)	24" HT. X 24" SPR.	145 ✓	59.07	8,565.15
15G	SERENOA REPENS SAW PALMETTO (SER)	36" HT. X 36" SPR., FULL TO BASE	40 ✓	125.38	5,015.20
7G	COONTIE PALM (ZFC)	24" HT. X 24" SPR.	58 ✓	59.07	3,426.06
3G	WHITE FOUNTAIN GRASS (PSA)	24" HT. X 24" SPR.	273 ✓	10.38	2,833.74
				Subtotal	32,237.10

GROUND LEVEL				
Sod, Mulch, Rock, Soil, Etc...	Plan Specifications or Notes	Quantity	Each	Total
ROUGH GRADE BY OTHERS	STRUCTURAL SOILS BY OTHERS	~		
SOIL TEST	(EA)	2	78.68	157.36
SOIL: STRUCTURAL SOIL, BULK	SHOWN ON ONE TREE ON SHEET L-211 ONLY	16	136.81	2,188.96
SOIL: TOPSOIL, BULK	4" PLANTING 50/50 TOPSOIL (CY)	65	48.74	3,168.10
SOD: ST. AUGUSTINE 'FLORATAM'	LAID TIGHTLY	850	0.95	807.50
MULCH: MELALUCHA	BAGS	640	4.88	3,123.20
ROOT BARRIER: DEEPROOT®, 36"x24" PAN	SHOWN ON NE CORNER SHEET L-212 ONLY	30	18.56	556.80
ADDAPAVE & PAVERS	NOT INCLUDED	~		
FREE STANDING PLANTERS	NOT INCLUDED	~		
			Subtotal	10,001.92

Total Landscaping Package 117,434.24

ADD: WATERING TANK & FINAL INSPECTION \$3,750-

ADD: SOD REPAIR @ OFFSITE RELOCATE \$1,500-

ADD: ADDAPAVE TREE LOCATIONS. \$5,100-

ADD: EXISTING POOT PRUN + TEMP. WATER \$5,000-

ADD: MULCH @ EXISTING TREES TO REMAIN \$1,000-

TOTAL: \$119,680-

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

Material / Description	Size	Quantity	Unit Price	Item Totals	Qualifications / Notes / Value Eng. Alternates
Sand/Soil/Rock/Cloth, Misc.					
Prepared Planting Soil per plans*NOT BACKFILL	CY	25	\$ 45.00	\$ 1,125.00	Site Contractor to excavate and backfill all landscape beds, planting islands and building pad areas with clean, suitable, permeable soil for landscape and bring to within +/- 1" of final grade. This includes road rock, construction debris, limerock etc. Landscape contractor to provide final grade.
Palm Sand	CY	10	\$ 40.00	\$ 400.00	
****Above Soil is for NEW planting pits only-Prices are for Site ready conditions****					
Staking	Total	75			
Trees	2'x2'	3	\$ 7.00	\$ 21.00	
Palms	2'x4'	72	\$ 8.00	\$ 576.00	
Palms	Total	24			
Coconut Palm 'Green Malayan'	10-12'ct	24	\$ 1,150.00	\$ 27,600.00	
Trees	Total	1			
Buttonwood	14'x6' 2" fg/bb	1	\$ 750.00	\$ 750.00	
Accent Items	Total	647			
Crinum x amabile 'Purple Leaf'	36"x30"	4	\$ 75.00	\$ 300.00	BUDGET ONLY; SPECIFIC VARIETY IS NOT AVAILABLE IN FLORIDA
Furcraea gigantea 'Variegata'	30"	28	\$ 75.00	\$ 2,100.00	
Strelitzia reginae, Bird of Paradise -orange	30-36"oa	9	\$ 59.50	\$ 535.50	
Zamia furfuracea, Cardboard palm	3'oa	5	\$ 127.50	\$ 637.50	
Carissa 'emerald blanket'	18"x18"	178	\$ 30.00	\$ 5,340.00	PRICE PER OA SIZE; 18"x18" = 7 GAL TYP
Carissa 'emerald blanket'	3 gal 12" typ		\$ 15.00		VE OPT: 3 GAL 12" @ \$15 = SAVINGS: \$ 2,670.00
Clusia rosea 'nana'- Dwf, Clusia	18"x18"	30	\$ 35.00	\$ 1,050.00	
Croton 'Magnificent'	24"x24"	150	\$ 40.00	\$ 6,000.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Croton 'Magnificent'	3 gal 12-15"		\$ 15.00		VE OPT: 3 GAL 12-15" @ \$15 = SAVINGS: \$ 3,750.00
Sabal minor, Dwf Saw palmetto	24"x24"	145	\$ 57.50	\$ 8,337.50	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Sabal minor, Dwf Saw palmetto	3 gal 15"		\$ 25.00		VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 4,712.50
Saw palmetto	36"x36"	40	\$ 125.00	\$ 5,000.00	
Zamia floridana, Coontie	24"x24"	58	\$ 69.50	\$ 3,451.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Zamia floridana, Coontie	3 gal 15"		\$ 25.00		VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 2,001.00
Shrubs	Total	273			
White fountain grass	24"x24"	273	\$ 12.00	\$ 3,276.00	
Mulch	Total	475			
Melaleuca	2 cf bags	475	\$ 5.50	\$ 2,612.50	NEW LANDSCAPE ONLY AND DOES NOT INCLUDE ANY EXISTING TO REMAIN
Other					
Sodding					

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bld valid for 60 days
Plans dated: 3/20/2023

St. Augustine	Sq. Ft.	\$	0.55	\$	-	NO NEW SOD SHOWN ON PLANS; ALL SOD AREAS SHOWN ARE EXISTING TO REMAIN
Removals & Tree Protection						BY OTHERS; PRICE IS FOR SITE READY CONDITIONS
Relocations	(8) Green Buttonwood*OFFSITE; (3) Coconut Palm, (5) Thrinax palms			\$	18,500.00	Tree fund/mitigation not included if trees are damaged or unable to relocate. Price is for ONE TIME move ONSITE to an IRRIGATED area.
Temporary water for root pruning and post relocation*Operable water source must be w/in 75'				\$	2,000.00	
NOTE: ROOT PRUNING FOR EXISTING TREES TO REMAIN IS NOT INCLUDED AND TBD IF REQUIRED						
Freestanding planter fill	CY		2	\$	125.00	***ACTUAL PLANTER IS BY OTHERS***NO SPECS FOR SOIL TYPE OR INSTALLATION DETAILS
Adapave (tree pits)	SQ. FT.	175	\$	66.95	\$	11,716.25
Weed Barrier	4' Rolls	1	\$	250.00	\$	250.00
Deep Root barrier 36"	50 LF/ box	2	\$	1,000.00	\$	2,000.00
1 Year Maintenance				\$	22,290.00	PRICE IS FOR NEW TREES/PALMS ONLY AS SHOWN ON PLANS

ADD ALTERNATES

Underground root stabilization for trees in tree pits w/adapave (Platipus or similar): (12) @ \$425	\$	5,100.00
Root pruning for existing trees to remain (Green Buttonwood): 18 @ \$275	\$	4,950.00
Mulch for existing trees/palms to remain: (175) bags @ \$5.50	\$	962.50
Temporary watering *onsite operable source for fill up is required	\$	3,750.00
		2 week allowance only

NOTE: PRICE DOES NOT INCLUDE MOT; STRUCTURAL SOIL IS BY OTHERS (MIN LOAD REQUIRED, SITE SUB MAY HAVE ALTERNATE/MORE ECONOMICAL OPTION); PLAN DOES NOT SHOW ANY SPECIALTY/UNDERGROUND ROOT STABILIZATION FOR TREES IN ADAPAVE, SEE ADD ALTERNATE FOR STAKING OPTION. AREAS FOR ADAPAVE MUST BE SITE READY TO AVOID ADDITIONAL MOBILIZATION FEE.

Landscape Total -->	\$	126,118.25
Landscape VE Alt savings available	\$	13,133.50
Permit fee not included		

ADD: SOD REPAIRS & OFFSITE \$ 1,500-

ADD: FINAL PLANTING SOIL \$ 6,800-

ADD: STRUCTURAL SOIL \$ 5,500-

TOTAL

\$ 119,927-

Z:\CONSTRUCTION\BIDS\Lauderdale by the Sea- Streetscape Beautification\Landscape & Irrigation\Lauderdale by the SeaSheet1

6/6/2023

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL
Plans dated: 3/20/2023

NOTE: IRRIGATION "EXCAVATION"/TRENCHING COST IS BASED ON THE SITE BEING TURNED OVER TO SUB @ ROUGH GRADE AND AFTER EXCAVATION OF COMPACTED AREAS HAS BEEN COMPLETED. ROUGH IRRIGATION INSTALLATION MUST BE SCHEDULED WHILE SITE IS AT ROUGH GRADE, NOT FINISHED GRADE

Irrigation

Install irrigation system per plans dated: 3-20-23 L300-L304 & L310-311
to operate from water source indicated: City water

BY OTHERS: Permit fees, city, county, and SFWMD (if applicable) Meter (if applicable) Electric to pump and controller, cut, patch, remove asphalt/concrete, MOT *DOES NOT INCLUDE ANY REPAIRS TO EXISTING SYSTEM IF REQUIRED

Irrigation Total--> \$ 30,335.00

combo w/ bed irrigation

DUE TO THE CURRENT STATUS OF THE INDUSTRY, INCREASES & ESCALATIONS CAN NOT BE GUARANTEED BEYOND THE 60 DAYS ALLOWED IN THE BID. WE WILL WORK DILIGENTLY TO CIRCUMVENT THIS, HOWEVER LSP RESERVES THE RIGHT TO PROVIDE PROOF FROM SUPPLIERS OF LEGIMATE INCREASES THAT WILL AFFECT OUR ABILITY TO HONOR THE PRICE.

Grand Total Landscape & Irrigation --> \$ 156,453.25

Warranty - 1 year with proper maintenance including but not limited fertilization, pesticide, herbicide & fungicide treatments as needed and a properly operating, serviced & utilized irrigation system. Excludes "Acts of God", vandalism and relocated material however, workmanship is guaranteed. If utilities are not screened on plan and need to be, the price is not included and tbd. No replacement of existing materials damaged by other trades during construction including sod, shrubs, trees etc.

TOTAL VE ALT SAVINGS:	\$	13,133.50
Permit fee not included*Soils for planting pits only		
*All excavation of beds including but not limited to excess soil, fill, roadrock/construction debris, to be removed by others & brought to grade +/- 1" w/suitable soil for landscaping		
*All prices are for Site ready conditions		

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

ISA Certified Arborist

Customer:

State Contracting

Date:	Proposal #
6/5/2023	

Job Name:
LBTS streetscape

REVISED - INCLUDES STRUCTURAL SOIL

QTY	DESCRIPTION	UNIT	TOTAL
1 ✓	Green Buttonwood 14'x6' 2" cal	\$	550.00 \$ 550.00
24 ✓	Coconut 'Green Malayan' 10' ct	\$	1,480.00 \$ 35,520.00
4 ✓	Crinum purple leaf 36" ht 7gal**	\$	39.00 \$ 156.00
28 ✓	Furcraea gigantea variegated 30" ht 7gal**	\$	65.00 \$ 1,820.00
9 ✓	Bird of Paradise 30" ht 7gal**	\$	65.00 \$ 585.00
5 ✓	Zamia fufuracea 3' ht 7gal**	\$	68.00 \$ 340.00
178 ✓	Carissa Emereld blanket 18"x18" 3gal**	\$	10.00 \$ 1,780.00
30 ✓	Clusia rosea Nana, 18"x18" 3gal**	\$	14.50 \$ 435.00
150 ✓	Croton Magnificeint 2'x2' 3gal**	\$	11.00 \$ 1,650.00
145 ✓	Sabal minor 2'x2' 7gal**	\$	44.00 \$ 6,380.00
40 ✓	Serenoa repens 3'x3' 7gal**	\$	135.00 \$ 5,400.00
58 ✓	Zamia floridana 2'x2' 7gal**	\$	48.00 \$ 2,784.00
273 ✓	White fountain grass 2'x2' 3gal**	\$	10.00 \$ 2,730.00
90 ✓	Planting soil (existing removed by others) ALLOWANCE	\$	68.00 \$ 6,120.00
360 ✓	Eucalyptus/ Melealuca mulch (bags)	\$	6.00 \$ 2,160.00
1 ✓	CU-Structural soil, supply and install, area to be dug out by others	\$	4,290.00 \$ 4,290.00

1 new Green Buttonwood tree as per plans. Aprox. 12'x16'x3' dp

Adaptive planters by others

**size priced, some will meet spec, depends on market conditions.

TOTAL \$ 72,700.00

1000	Floritam sod (sq ft) for repairs, if needed	\$	1.30 \$ 1,300.00
140	Root Barrier, if needed. 24" deep, linear foot	\$	19.00 \$ 2,660.00
3	Coconut palms RELOCATE onsite, one time, no warranty	\$	1,100.00 \$ 3,300.00
5	Thrinax palms RELOCATE onsite, on time, no warranty	\$	245.00 \$ 1,225.00
8	Green Buttonwood RELOCATE (in planters) to offsite in city	\$	3,200.00 \$ 25,600.00

Need 12-16 weeks (RP 1/2-6-8 weeks, then the other half) Rootballs may be smaller than recommended due to existing planter size. Will burlap, load on trucks, plant at new location with staking, soil, fertilizer watering of root pruned trees and relocated trees is not included. No warranty

8	Planting soil & soil removal at each planting site	\$	175.00 \$ 1,400.00
---	--	----	--------------------

All trees/palms will need to be root pruned prior to moving. All tree tops will be thinned when root pruning is done.

4000: \$120,085-

AND
 ROOT BARRIER (ADDITIONAL) \$ 5,900
 ROOT PRUNE + TEMP. WATERING \$ 5,000
 EXISTING MULCH \$ 1,000

Due to hurricanes and market conditions some material above may not be available. Plants are priced with container sizes. At the time of planting, the city, owner, and landscape contractor may need to adjust species or sizes. Adjustments in pricing may need to be made.

- 1) Sitework to prep for sod not included.
- 2) Permits are not included.
- 3) All work will be installed on Contractors grade.
- 4) Some material is not available as FL #1 in sizes specified.
- 5) Grubbing of existing site not included. Trimming of existing trees not included
- 6) Sod, shrub and tree maintenance by others.
- 8) Hand watering of all material is only while installaion is being done.
- 9) Invasive / exotic plant removal by others, if needed.
- 10) Islands to be dug out by others and refilled.
- 11) GC to supply water (hose bibb) close to work area on site
- 12) Will need a lane closed to work at certain times, MOT & closure not included



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

LI 8576-23 Lauderdale by the Sea Streetscape

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Cocos nucifera/Coconut Palm "Green Malayan"	10'-12' CT, FG/B&B	✓ 24	\$1,800.00	\$43,200.00
Conocarpus erectus/Buttonwood	2" Cal, 14' Ht. x 6' Sp., FG/B&B	✓ 1	\$650.00	\$650.00
				\$43,850.00
Shrubs				
Carissa macrocarpa 'Emerald Blanket'/Emerald Blanket Carissa	18" Ht. x 18" Sp., @18" O.C.	✓ 178	\$12.00	\$2,136.00
Clusia rosea 'Nana'/Dwarf Clusia	18" Ht. x 18" Sp., @18" O.C.	✓ 30	\$12.00	\$360.00
Codiaeum variegatum 'Magnificent'/Magnificent Croton	24" Ht. x 24" Sp., @24" O.C.	✓ 152	\$12.00	\$1,824.00
Crinum x amabile 'Purple leaf'/Purple Crinum	36" Ht. x 30" Sp.	✓ 4	\$30.00	\$120.00
Furcraea gigantea 'Variegata'/False Agave	30" OA.	✓ 28	\$75.00	\$2,100.00
Pennisetum Setaceum 'White'/White Fountain Grass	24" Ht. x 24" Sp., @24" O.C.	✓ 273	\$10.00	\$2,730.00
Sabal minor/Dwarf Saw Palmetto	24" Ht. x 24" Sp., @18" O.C.	✓ 145	\$90.00	\$13,050.00
Serenoa repens/Saw Palmetto	36" Ht. x 36" Sp., @36" O.C.	✓ 40	\$200.00	\$8,000.00
Strelitzia reginae/Bird of Paradise	Orange 30"-36" OA.	✓ 9	\$50.00	\$450.00
Zamia floridana/Coontie Palm	24" Ht. x 24" Sp., @18" O.C.	58 56	\$30.00	\$1,680.00
Zamia furfuracea/Cardboard Palm	3' OA.	? 7	\$70.00	\$490.00
				\$32,940.00
Mulch				
3" Depth of Mulch	3" Depth, Cubic Yards	35	\$40.00	\$1,400.00
				\$1,400.00
Soil				
Planting Soil for Bed Areas	12" Depth, Cubic Yards	125	\$60.00	\$7,500.00
Structural Soil for Bed Areas	36" Depth, Cubic Yards	25	\$150.00	\$3,750.00
				\$11,250.00
Soil Excav.				
Excavate - Structural Soil	36" Depth, Cubic Yards	25	\$20.00	\$500.00
				\$500.00
Relocates				
Cocos nucifera/Coconut Palm	7-10" Dbh., 9-20' Ct., 10-18' Spr.	✓ 3	\$1,500.00	\$4,500.00
Conocarpus erectus/Buttonwood - Relocate Off Site	4-11" Dbh., 10-22' Ht. x 5-18' Spr.	✓ 7	\$4,000.00	\$28,000.00
Conocarpus erectus/Buttonwood - Relocate Off Site	8" Dbh., 16' Ht. x 20' Spr., Multi	✓ 1	\$4,000.00	\$4,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6-10' Ht. x 3-6' Spr.	✓ 4	\$1,500.00	\$6,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6' Ht. x 4.5' Spr., Double	✓ 1	\$1,500.00	\$1,500.00
				\$44,000.00
Maintenance				
Maintenance	Months	12	\$3,000.00	\$36,000.00
				\$36,000.00
Total Landscape...				\$169,940.00
Irrigation				\$45,000.00
Total Irrigation...				\$45,000.00
Grand Total				\$214,940.00



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

Landscape

- * Landscape proposal is based upon drawings L-000 through L-222 last dated AAL.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade. Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection) or be removed is not included in proposal.
- * Relocate price applies to a single move only for each tree or palm. No guarantee is provided for relocated material. Note that a minimum of 4-8 weeks may be required to properly root-prune trees and palms prior to relocating.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.
- * If there is discrepancy between size of plant material and container size specified, container size supersedes.
- * Addapave not included.

Irrigation

- * Irrigation proposal is based upon drawings L-300 through L-311 last dated 03/20/2023 by AAL.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SPWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * "Flowable Fill" (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Sleeving is an unsized throughout the project, size is assumed.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 2%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * Alternates, if present, are to be added to the cost of proposal.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

General

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

Lauderdale-by-the-Sea: Streetscape Beautification

U.S.

SUBCONTRACTOR BID EVALUATION

Date of 8id: June 10, 2023

Score of Work:

Bid Package Number:

Cost Code: 32 80 00

Division: 32

June 18, 2023

Prigatlon

02810

32 80 00

32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF:

[illegible]

SELECTED SUBCONTRACTOR:

Estimate prepared by: AV

Estimate Reviewed by: PAC

B&R

BEST COMBINATION: 28.890 B&R

Notes:

1) Assumes Connection to Acceptable Existing Working System

22) LSP, B&R + Arazoza are combined w/ Landscape and not standalone.

五

13

ॐ

B&R Industries, Inc.**LANDSCAPE & IRRIGATION**

877.783.0756 Licensed & Insured www.brind.us

PROJECT:**LAUDERDALE BY THE SEA
DOWNTOWN EAST OF OCEAN DRIVE
STREETSCAPE BEAUTIFICATION****SUBMITTED BY:****B&R Industries, Inc.**
242 SW 5th Street
Pompano Beach, Florida 33060**SUBMITTED TO:****State Contracting & Engineering Corp.**
5391 N. Nob Hill Road
Sunrise, Florida 33351**PREPARED BY:****Robin Williams** 757.449.2359
Preconstruction Manager robinw@brind.us**Travis Williamson** 954.275.1305
Vice President travis.williamson@brind.us**Proposal****PROJECT INFORMATION**

	Architect / Designer	Plan Dated	Sheets Received	Revision Info
Irrigation Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None
Landscape Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None

LUMP SUM PROPOSAL

Irrigation Package	\$	28,890.01
Landscape Package	\$	117,434.24
Total	\$	146,324.25
Bond, if Required	\$	4,389.73

Estimators Comments:

Thank you for the opportunity to provide you with a proposal for the landscape and irrigation scope of this project. Please let us know if you have any questions.

IRRIGATION PACKAGE

Irrigation System Installation	Comments / Notes	Quantity	Each	Total
Installation Per Plan	Per Notes and Details	1	28,278.58	28,278.58
Permit Fees		1	611.43	611.43
Subtotal				28,890.01

Total Irrigation System 28,890.01**LANDSCAPE PACKAGE**

Permitting	Comments / Notes	Quantity	Each	Total
Permit Fees	Tree Permit	1	357.15	357.15
Subtotal				357.15

Tree Disposition		Quantity	Each	Total
ROOT PRUNING GREEN BUTTONWOOD MIN. 3 MONTHS PRIOR				
NO NOT INCLUDED, IF REQUIRED! PERMIT AND SETUP BY OTHERS				
FG8"+	GREEN BUTTONWOOD (17)	8" CAL DBH, 16' HT X 12' SPR.	1	2,507.43
FG4"+	GREEN BUTTONWOOD (18)	4" CAL DBH, 10' HT X 5' SPR.	1	1,379.25
FG4"+	GREEN BUTTONWOOD (19)	4" CAL DBH, 12' HT X 6' SPR.	1	1,379.25
FG6"+	GREEN BUTTONWOOD (20)	6" CAL DBH, 13' HT X 7' SPR.	1	2,300.01
FG6"+	GREEN BUTTONWOOD (21)	7" CAL DBH, 14' HT X 10' SPR.	1	1,651.52
FG6"+	GREEN BUTTONWOOD (22)	7" CAL DBH, 18' HT X 6' SPR.	1	1,651.52
FG10"+	GREEN BUTTONWOOD (23)	11" CAL DBH, 22' HT X 18' SPR.	1	3,736.22
FG8"+	GREEN BUTTONWOOD (24)	8" CAL DBH, 16' HT X 20' SPR.	1	2,507.43
PMD	COCONUT PALM (47)	10" CAL DBH, 20' CT X 18' SPR.	1	1,252.43

PMD	COCONUT PALM (49)	7" CAL DBH, 9' CT X 10' SPR.	1	791.35	791.35
PSM	FLORIDA THATCH PALM (50)	5" CAL DBH, 6' OA X 4.5' SPR.	1	156.67	156.67
PMD	COCONUT PALM (51)	7" CAL DBH, 14' CT X 16' SPR.	1	1,439.84	1,439.84
PSM	FLORIDA THATCH PALM (77)	5" CAL DBH, 6' OA X 3' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (78)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (79)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (80)	5" CAL DBH, 10' OA X 5' SPR.	1	156.67	156.67
	TREE PROTECTION (82 TREES)	40' PER TREE - (LF)	3,280	4.30	14,104.00
				Subtotal	35,483.60

Tree Installation		Plan Specifications	Quantity	Each	Total
EXISTING TREES AND PALMS TO REMAIN OR BE RELOCATED SHOWN ABOVE					
65G	BUTTONWOOD (CE)	2" CAL., 14' HT X 6' SPR.	1	907.43	907.43
PMD	GREEN MALAYAN COCONUT PALM (CNT10)	10'-12' CT.	24	1,601.96	38,447.04
				Subtotal	39,354.47

Shrub Installation		Plan Specifications	Quantity	Each	Total
7G	PURPLE LEAFED CRINUM (CPC) NOT AVAILABLE	36" HT. X 30" SPR.	4	75.29	301.16
25G	FALSE AGAVE (FGV)	30" OA	28	223.64	6,261.92
15G	BIRD OF PARADISE - ORANGE (SRO)	30-36" OA	9	92.95	836.55
15G	CARDBOARD PALM (ZFP)	3' OA	5	101.06	505.30
3G	CARISSA 'EMERALD BLANKET' (CME)	18" HT. X 18" SPR.	178	11.19	1,991.82
3G	DWARF CLUSIA (CRC)	18" HT. X 18" SPR.	30	11.19	335.70
3G	MAGNIFICENT CROTON (CVM)	24" HT. X 24" SPR.	150	14.43	2,164.50
7G	SABLE MINOR DWARF SAW PALMETTO (SMP)	24" HT. X 24" SPR.	145	59.07	8,565.15
15G	SERENOA REPENS SAW PALMETTO (SER)	36" HT. X 36" SPR., FULL TO BASE	40	125.38	5,015.20
7G	COONTIE PALM (ZFC)	24" HT. X 24" SPR.	58	59.07	3,426.06
3G	WHITE FOUNTAIN GRASS (PSA)	24" HT. X 24" SPR.	273	10.38	2,833.74
				Subtotal	32,237.10

GROUND LEVEL				
Sod, Mulch, Rock, Soil, Etc...	Plan Specifications or Notes	Quantity	Each	Total
ROUGH GRADE BY OTHERS	STRUCTURAL SOILS BY OTHERS	~		
SOIL TEST	(EA)	2	78.68	157.36
SOIL: STRUCTURAL SOIL, BULK	SHOWN ON ONE TREE ON SHEET L-211 ONLY	16	136.81	2,188.96
SOIL: TOPSOIL, BULK	4" PLANTING 50/50 TOPSOIL (CY)	65	48.74	3,168.10
SOD: ST. AUGUSTINE 'FLORATAM'	LAID TIGHTLY	850	0.95	807.50
MULCH: MELALUCHA	BAGS	640	4.88	3,123.20
ROOT BARRIER: DEEPROOT®, 36"X24" PAN	SHOWN ON NE CORNER SHEET L-212 ONLY	30	18.56	556.80
ADDAPAVE & PAVERS	NOT INCLUDED	~		
FREE STANDING PLANTERS	NOT INCLUDED	~		
Subtotal				10,001.92

Total Landscaping Package 117,434.24



WINDMILL SPRINKLER CO., INC.

1535 West Sunrise Boulevard, Fort Lauderdale, FL 33311
(954) 763-3411 Fax (954) 763-9243 Windmill@bellsouth.net

Cert. Of Competency: #77-CLS-14 / 91-CLS-551X
State Well Drilling #1120

- ♦ Pumps
- ♦ Wells
- ♦ Sprinkler System
- ♦ Polyethylene
- ♦ PVC
- ♦ Galvanized

Estimate (or) Contract

To: State Contracting

Job: LBTS Streetscape Beautification

Attn: Estimator

Date: June 6, 2023

Installation of:

Install irrigation system per plans and specs. Connect to existing back flow preventer and install main line to supply valves. Install sleeves under drives and walks. Utilize existing controller. Install irrigation system per design.

Including Tax \$29,500.00

Exclusions:

Existing irrigation meters and backflow preventers

Irrigation permit fees

Condition of existing controllers

Repairs to existing irrigation system damaged by construction

Down payment \$ _____. Balance upon completion \$ _____ unless otherwise specified.

Mechanics lien will be placed on above property sixty (60) days after job is completed if contract not paid in full.

1. Well - Pump- Sprinkler system installations guaranteed for one full year against defects in workmanship and materials- not guaranteed against maintenance or construction damage.
2. Any amount overdue pursuant to this contract are subject to attorney's fees, cost for collections, and interest at the rate of 1 ½% per month.
3. Purchaser responsible for entire installation even though not paid in full.
4. This contract becomes binding upon signed acceptance by Purchaser and Seller.

Purchaser _____ Seller William J. Meredith Jr.
Sign and return upon acceptance Windmill Sprinkler Co., Inc.

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

Material / Description	Size	Quantity	Unit Price	Item Totals	Qualifications / Notes / Value Eng. Alternates
Sand/Soil/Rock/Cloth, Misc.					
Prepared Planting Soil per plans*NOT BACKFILL	CY	25	\$ 45.00	\$ 1,125.00	Site Contractor to excavate and backfill all landscape beds, planting islands and building pad areas with clean, suitable, permeable soil for landscape and bring to within +/- 1" of final grade. This includes road rock, construction debris, limerock etc. Landscape contractor to provide final grade.
Palm Sand	CY	10	\$ 40.00	\$ 400.00	
****Above Soil is for NEW planting pits only-Prices are for Site ready conditions****					
Staking	Total	75			
Trees	2'x2'	3	\$ 7.00	\$ 21.00	
Palms	2'x4'	72	\$ 8.00	\$ 576.00	
Palms	Total	24			
Coconut Palm 'Green Malayan'	10-12'ct	24	\$ 1,150.00	\$ 27,600.00	
Trees	Total	1			
Buttonwood	14'x6' 2" fg/bb	1	\$ 750.00	\$ 750.00	
Accent Items	Total	647			
Crinum x amabile 'Purple Leaf'	36"x30"	4	\$ 75.00	\$ 300.00	BUDGET ONLY; SPECIFIC VARIETY IS NOT AVAILABLE IN FLORIDA
Furcraea gigantea 'Variegata'	30"	28	\$ 75.00	\$ 2,100.00	
Strelitzia reginae, Bird of Paradise -orange	30-36"oa	9	\$ 59.50	\$ 535.50	
Zamia furfuracea, Cardboard palm	3'oa	5	\$ 127.50	\$ 637.50	
Carissa 'emerald blanket'	18"x18"	178	\$ 30.00	\$ 5,340.00	PRICE PER OA SIZE; 18"x18" = 7 GAL TYP
Carissa 'emerald blanket'	3 gal 12" typ		\$ 15.00		VE OPT: 3 GAL 12" @ \$15 = SAVINGS: \$ 2,670.00
Clusia rosea 'nana'- Dwf. Clusia	18"x18"	30	\$ 35.00	\$ 1,050.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Croton 'Magnificent'	24"x24"	150	\$ 40.00	\$ 6,000.00	VE OPT: 3 GAL 12-15" @ \$15 = SAVINGS: \$ 3,750.00
Croton 'Magnificent'	3 gal 12-15"		\$ 15.00		PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Sabal minor, Dwf Saw palmetto	24"x24"	145	\$ 57.50	\$ 8,337.50	VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 4,712.50
Sabal minor, Dwf Saw palmetto	3 gal 15"		\$ 25.00		PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Saw palmetto	36"x36"	40	\$ 125.00	\$ 5,000.00	VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 2,061.00
Zamia floridana, Coontie	24"x24"	58	\$ 59.50	\$ 3,451.00	
Zamia floridana, Coontie	3 gal 15"		\$ 25.00		
Shrubs	Total	273			
White fountain grass	24"x24"	273	\$ 12.00	\$ 3,276.00	
Mulch	Total	475			
Metaleuca	2 cf bags	475	\$ 5.50	\$ 2,612.50	NEW LANDSCAPE ONLY AND DOES NOT INCLUDE ANY EXISTING TO REMAIN

1 (Permutation) CO NUBO
w/ LANDSCAPE

Other
Sodding

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

St. Augustine	Sq. Ft.	\$	0.55	\$	-	NO NEW SOD SHOWN ON PLANS; ALL SOD AREAS SHOWN ARE EXISTING TO REMAIN
Removals & Tree Protection						BY OTHERS; PRICE IS FOR SITE READY CONDITIONS
	{8} Green Buttonwood*OFFSITE; {3} Coconut Palm, {5} Thrinax palms					Tree fund/mitigation not included if trees are damaged or unable to relocate. Price is for ONE TIME move ONSITE to an IRRIGATED area.
Relocations		\$			18,500.00	
Temporary water for root pruning and post relocation*Operable water source must be w/in 75'		\$			2,000.00	
NOTE: ROOT PRUNING FOR EXISTING TREES TO REMAIN IS NOT INCLUDED AND TBD IF REQUIRED						
Freestanding planter fill	CY	2	\$	125.00	\$	250.00
						ACTUAL PLANTER IS BY OTHERSNO SPECS FOR SOIL TYPE OR INSTALLATION DETAILS
Adapave (tree pits)	SQ. FT.	175	\$	66.95	\$	11,716.25
Weed Barrier	4' Rolls	1	\$	250.00	\$	250.00
						Subgrade and planter pit prep is by others; areas to be site ready for installation, MOT, Site security is by others
Deep Root barrier 36"	50 LF/ box	2	\$	1,000.00	\$	2,000.00
						PRICE IS FOR NEW TREES/PALMS ONLY AS SHOWN ON PLANS
1 Year Maintenance				\$	22,290.00	
ADD ALTERNATES						
Underground root stabilization for trees in tree pits w/adapave (Platipus or similar): {12} @ \$425						
			\$	5,100.00		
Root pruning for existing trees to remain (Green Buttonwood): 18 @ \$275						
			\$	4,950.00		
Mulch for existing trees/palms to remain: (175) bags @ \$5.50						
			\$	962.50		
Temporary watering *onsite operable source for fill up is required						
			\$	3,750.00		
						2 week allowance only

NOTE: PRICE DOES NOT INCLUDE MOT; STRUCTURAL SOIL IS BY OTHERS (MIN LOAD REQUIRED, SITE SUB MAY HAVE ALTERNATE/MORE ECONOMICAL OPTION); PLAN DOES NOT SHOW ANY SPECIALTY/UNDERGROUND ROOT STABILIZATION FOR TREES IN ADAPAVE, SEE ADD ALTERNATE FOR STAKING OPTION. AREAS FOR ADAPAVE MUST BE SITE READY TO AVOID ADDITIONAL MOBILIZATION FEE.

Landscape Total -->	\$	126,118.25	Landscape VE Alt savings available	\$	13,133.50
			Permit fee not included		

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

****NOTE: IRRIGATION "EXCAVATION"/TRENCHING COST IS BASED ON THE SITE BEING TURNED OVER TO SUB @ ROUGH GRADE AND AFTER EXCAVATION OF COMPACTED AREAS HAS BEEN COMPLETED. ROUGH IRRIGATION INSTALLATION MUST BE SCHEDULED WHILE SITE IS AT ROUGH GRADE, NOT FINISHED GRADE****

Irrigation

Install irrigation system per plans dated: 3-20-23 L300-1904 & L310-311
to operate from water source indicated: City water

BY OTHERS:

Permit fees, city, county, and SFWMD (if applicable) Meter (if applicable) Electric to pump and controller, cut, patch, remove asphalt/concrete, MOT ***DOES NOT INCLUDE ANY REPAIRS TO EXISTING SYSTEM IF REQUIRED**

Irrigation Total--> \$ 30,335.00

DUE TO THE CURRENT STATUS OF THE INDUSTRY, INCREASES & ESCALATIONS CAN NOT BE GUARANTEED BEYOND THE 60 DAYS ALLOWED IN THE BID. WE WILL WORK DILIGENTLY TO CIRCUMVENT THIS, HOWEVER LSP RESERVES THE RIGHT TO PROVIDE PROOF FROM SUPPLIERS OF LEGIMATE INCREASES THAT WILL AFFECT OUR ABILITY TO HONOR THE PRICE.

Grand Total Landscape & irrigation --> \$ 156,453.25

Warranty - 1 year with proper maintenance including but not limited fertilization, pesticide, herbicide & fungicide treatments as needed and a properly operating, serviced & utilized irrigation system. Excludes "Acts of God", vandalism and relocated material however, workmanship is guaranteed. If utilities are not screened on plan and need to be, the price is not included and btd. No replacement of existing materials damaged by other trades during construction including sod, shrubs, trees etc.

TOTAL VE ALT SAVINGS: \$ 13,133.50

Permit fee not included*Soils for planting pits only

*All excavation of beds including but not limited to excess soil, fill, roadrock/construction debris, to be removed by others & brought to grade +/- 1" w/suitable soil for landscaping
*All prices are for Site ready conditions



06/06/2023

Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

LI 8576-23 Lauderdale by the Sea Streetscape

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Cocos nucifera/Coconut Palm "Green Malayan"	10'-12' CT, FG/B&B	24	\$1,800.00	\$43,200.00
Conocarpus erectus/Buttonwood	2" Cal, 14' Ht. x 6' Sp., FG/B&B	1	\$650.00	\$650.00
				\$43,850.00
Shrubs				
Carissa macrocarpa 'Emerald Blanket'/Emerald Blanket Carissa	18" Ht. x 18" Sp., @18" O.C.	178	\$12.00	\$2,136.00
Clusia rosea 'Nana'/Dwarf Clusia	18" Ht. x 18" Sp., @18" O.C.	30	\$12.00	\$360.00
Codiaeum variegatum 'Magnificent'/Magnificent Croton	24" Ht. x 24" Sp., @24" O.C.	152	\$12.00	\$1,824.00
Crinum x amabile 'Purple leaf'/Purple Crinum	36" Ht. x 30" Sp.	4	\$30.00	\$120.00
Furcraea gigantea 'Variegata'/False Agave	30" OA.	28	\$75.00	\$2,100.00
Pennisetum Setaceum 'White'/White Fountain Grass	24" Ht. x 24" Sp., @24" O.C.	273	\$10.00	\$2,730.00
Sabal minor/Dwarf Saw Palmetto	24" Ht. x 24" Sp., @18" O.C.	145	\$90.00	\$13,050.00
Serenoa repens/Saw Palmetto	36" Ht. x 36" Sp., @36" O.C.	40	\$200.00	\$8,000.00
Strelitzia reginae/Bird of Paradise	Orange 30"-36" OA.	9	\$50.00	\$450.00
Zamia floridana/Coontie Palm	24" Ht. x 24" Sp., @18" O.C.	56	\$30.00	\$1,680.00
Zamia furfuracea/Cardboard Palm	3' OA.	7	\$70.00	\$490.00
				\$32,940.00
Mulch				
3" Depth of Mulch	3" Depth, Cubic Yards	35	\$40.00	\$1,400.00
				\$1,400.00
Soil				
Planting Soil for Bed Areas	12" Depth, Cubic Yards	125	\$60.00	\$7,500.00
Structural Soil for Bed Areas	36" Depth, Cubic Yards	25	\$150.00	\$3,750.00
				\$11,250.00
Soil Excav.				
Excavate - Structural Soil	36" Depth, Cubic Yards	25	\$20.00	\$500.00
				\$500.00
Relocates				
Cocos nucifera/Coconut Palm	7-10" Dbh., 9-20' Ct., 10-18' Spr.	3	\$1,500.00	\$4,500.00
Conocarpus erectus/Buttonwood - Relocate Off Site	4-11" Dbh., 10-22' Ht. x 5-18' Spr.	7	\$4,000.00	\$28,000.00
Conocarpus erectus/Buttonwood - Relocate Off Site	8" Dbh., 16' Ht. x 20' Spr., Multi	1	\$4,000.00	\$4,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6-10' Ht. x 3-6' Spr.	4	\$1,500.00	\$6,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6' Ht. x 4.5' Spr., Double	1	\$1,500.00	\$1,500.00
				\$44,000.00
Maintenance				
Maintenance	Months	12	\$3,000.00	\$36,000.00
				\$36,000.00
Total Landscape...				\$169,940.00
Irrigation				\$45,000.00
Total Irrigation...				\$45,000.00
Grand Total				\$214,940.00



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

Landscape

- * Landscape proposal is based upon drawings L-000 through L-222 last dated AAL.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade. Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection) or be removed is not included in proposal.
- * Relocate price applies to a single move only for each tree or palm. No guarantee is provided for relocated material. Note that a minimum of 4-8 weeks may be required to properly root-prune trees and palms prior to relocating.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.
- * If there is discrepancy between size of plant material and container size specified, container size supersedes.
- * Addapave not included.

Irrigation

- * Irrigation proposal is based upon drawings L-300 through L-311 last dated 03/20/2023 by AAL.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SFWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * 'Flowable Fill' (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Sleeving is an unsized throughout the project, size is assumed.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 2%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * Alternates, if present, are to be added to the cost of proposal.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

General

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

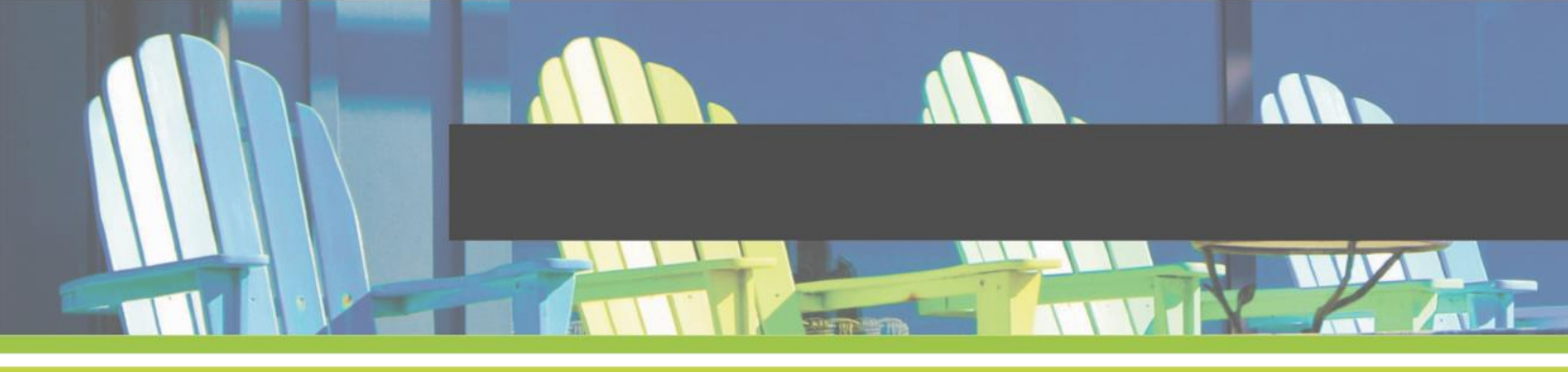
SECTION: 5

CONTRACT DRAWING LOG

SECTION 5: CONTRACT DRAWINGS

Contract Drawings:

Sheet Number	Title	Issue Date	Revision 1 Dated
GENERAL			
L-000	COVER SHEET	03/20/2023	
L-010	DRAWING INDEX	03/20/2023	05/03/2023
L-020	EXISTING CONDITION PLAN	03/20/2023	
LANDSCAPE			
L-100	OVERALL HARDSCAPE KEY PLAN	03/20/2023	
L-101	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-102	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-103	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-104	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-110	HARDSCAPE MATERIALS SCHEDULE	03/20/2023	05/03/2023
L-111	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-112	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-113	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-114	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-115	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-201	TREE DISPOSITION PLAN	03/20/2023	05/03/2023
L-202	TREE MITIGATION SCHEDULE	03/20/2023	
L-203	TREE RELOCATION LANDSCAPE PLAN	03/20/2023	05/03/2023
L-210	OVERALL LANDSCAPE KEY PLAN	03/20/2023	
L-211	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-212	LANDSCAPE PLAN	03/20/2023	
L-213	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-214	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-221	PLANTING SCHEDULE AND DETAILS	03/20/2023	
L-222	LANDSCAPE NOTES AND DETAILS	03/20/2023	
L-300	OVERALL IRRIGATION KEY PLAN	03/20/2023	
L-301	IRRIGATION PLAN	03/20/2023	05/03/2023
L-302	IRRIGATION PLAN	03/20/2023	
L-303	IRRIGATION PLAN	03/20/2023	
L-304	IRRIGATION PLAN	03/20/2023	
L-310	IRRIGATION SCHEDULE AND DETAILS	03/20/2023	
L-311	IRRIGATION NOTES	03/20/2023	
L-401	LANDSCAPE LIGHTING PLAN	03/20/2023	05/03/2023
L-410	LANDSCAPE LIGHTING DETAILS	03/20/2023	



Sheet Number	Title	Issue Date	Revision 1 Dated
	CIVIL		
D1	DEMOLITION PLAN	03/20/2023	05/03/2023
C1	PAVEMENT, MARKING AND SIGNAGE PLAN	03/20/2023	05/03/2023
C2	PAVING, GRADING AND DRAINAGE PLAN	03/20/2023	05/03/2023
C3.1	PAVING, GRADING AND DRAINAGE DETAILS	03/20/2023	
C3.2	PAVING, GRADING AND DRAINAGE DETAILS	03/20/2023	05/03/2023
C4	GENERAL NOTES AND SPECIFICATIONS	03/20/2023	
ESC	EROSION & SEDIMENT CONTROL PLAN	03/20/2023	05/03/2023
	ELECTRICAL		
E-01	SITE PLAN	03/20/2023	05/03/2023
E-02	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-03	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-04	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-05	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-06	ELECTRICAL RISER & NOTES	03/20/2023	05/03/2023
E-07	ELECTRICAL PANEL SCHEDULES	03/20/2023	

SECTION:

6

PHASING / STAGING PLAN

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Commercial Blvd Block between El Mar and AIA to be closed for duration of construction.

Preliminary order of work by block.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBT Sreetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

DATE
May 4, 2023

CHECKED BY
--

SKETCH NUMBER
SCEC-01.0

LAUDERDALE-BY-THE-SEA - PHASING & STAGING

PHASE 1

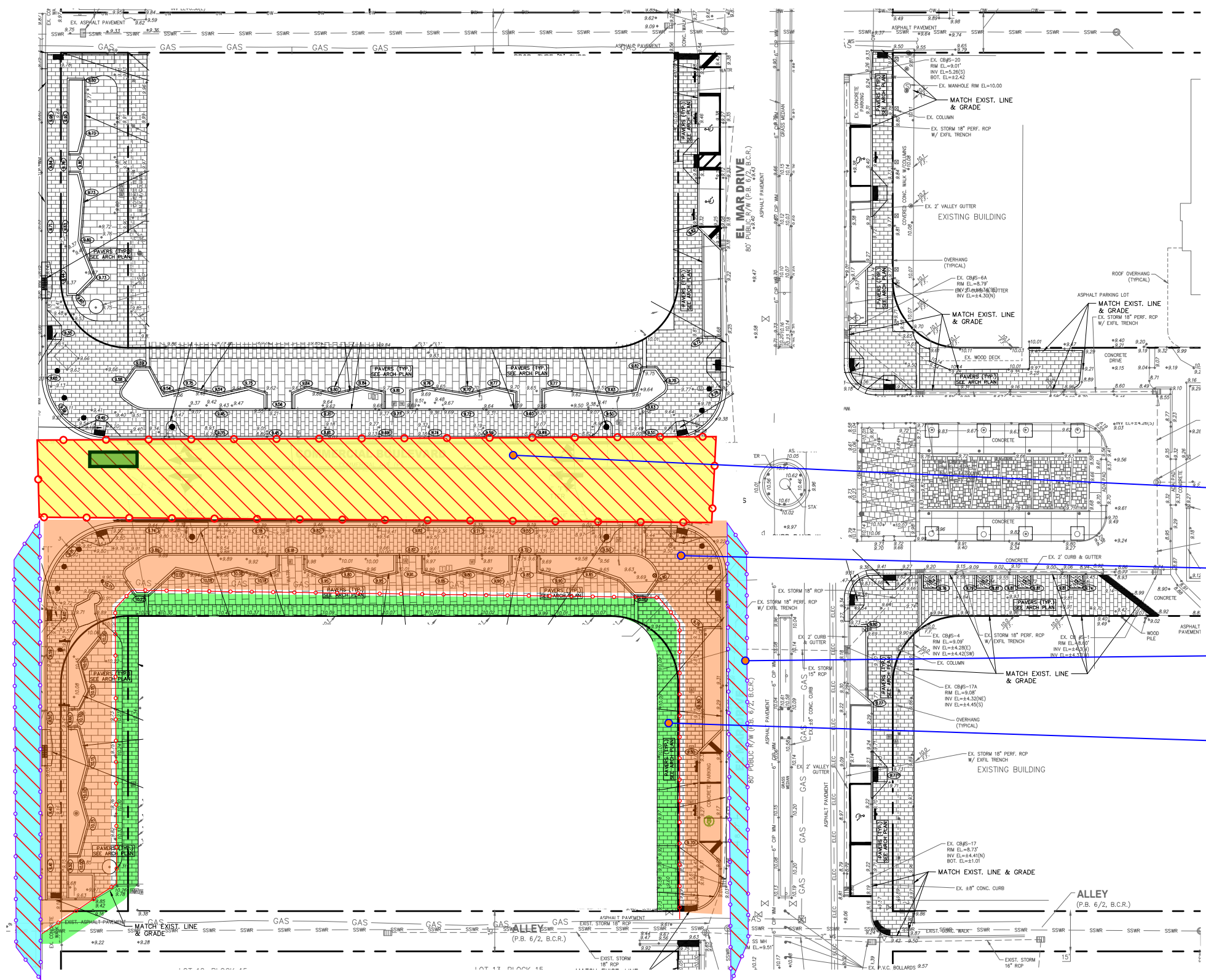
- Legend:**
- Temporary Fence
 - Staging/lay-down Area
 - Dumpster
 - Pedestrian Access
 - Lane Closure

Commercial Blvd Median to be used for staging area for duration of construction.

Primary area of work

Daytime lane Closure for new curbs and work adjacent to curbs.

Pedestrian Access to business to be maintained. Limited closure of access.



Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBTS Streetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

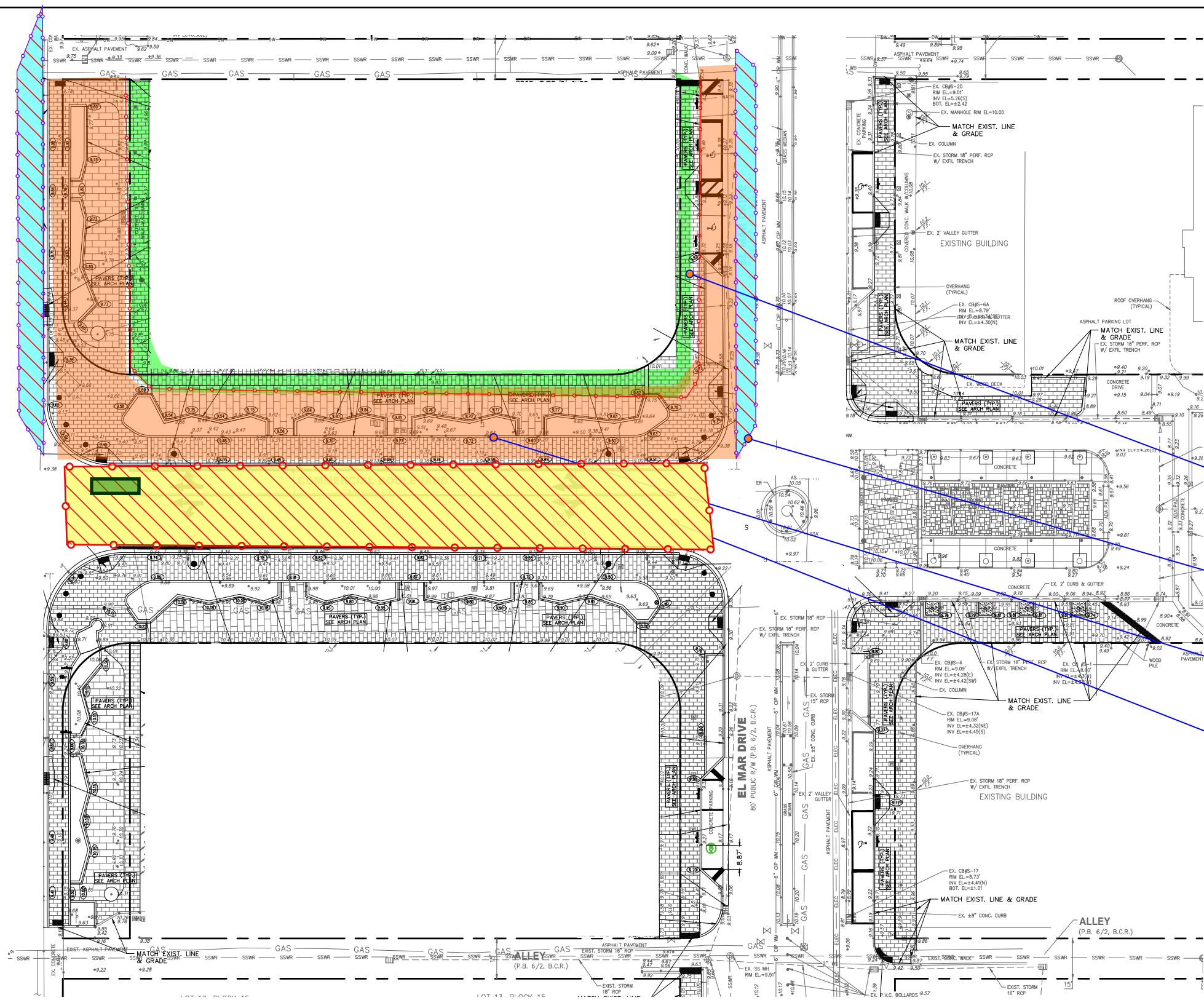
DRAWN BY
CL

DATE
May 4, 2023

CHECKED BY
--

SKETCH NUMBER
SCEC-01.1

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



PHASE 2

Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Pedestrian Access to business to be maintained. Limited closure of access.

Daytime lane Closure for new curbs and work adjacent to curbs.

Primary area of work

Commercial Blvd Median to be used for staging area for duration of construction.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBT Sreetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

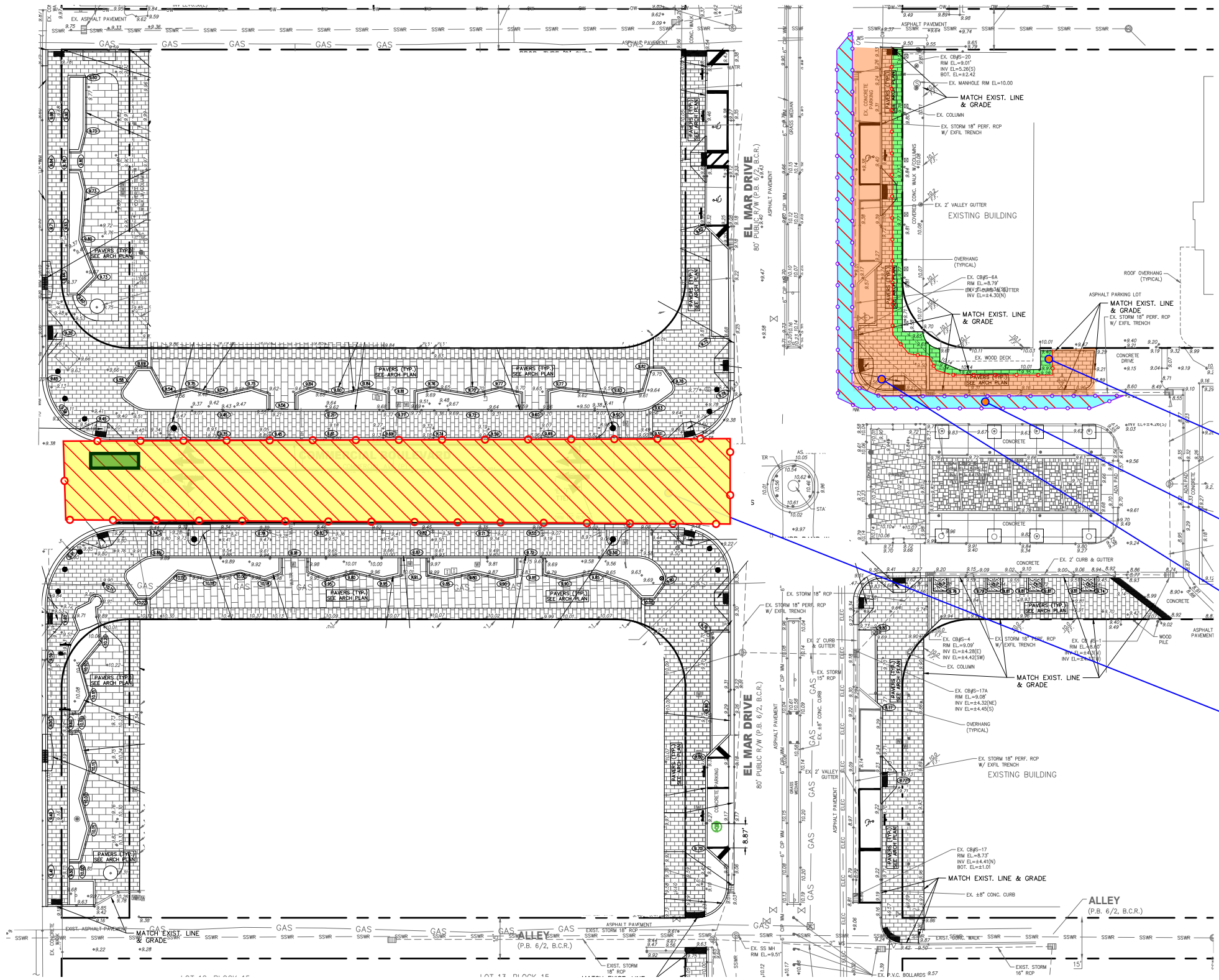
DATE
May 4, 2023

CHECKED BY
--

SKETCH NUMBER
SCEC-01.2

LAUDERDALE-BY-THE-SEA - PHASING & STAGING

PHASE 3



Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Pedestrian Access to business to be maintained. Limited closure of access.

Daytime lane Closure for new curbs and work adjacent to curbs.

Primary area of work

Commercial Blvd Median to be used for staging area for duration of construction.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBT Sreetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

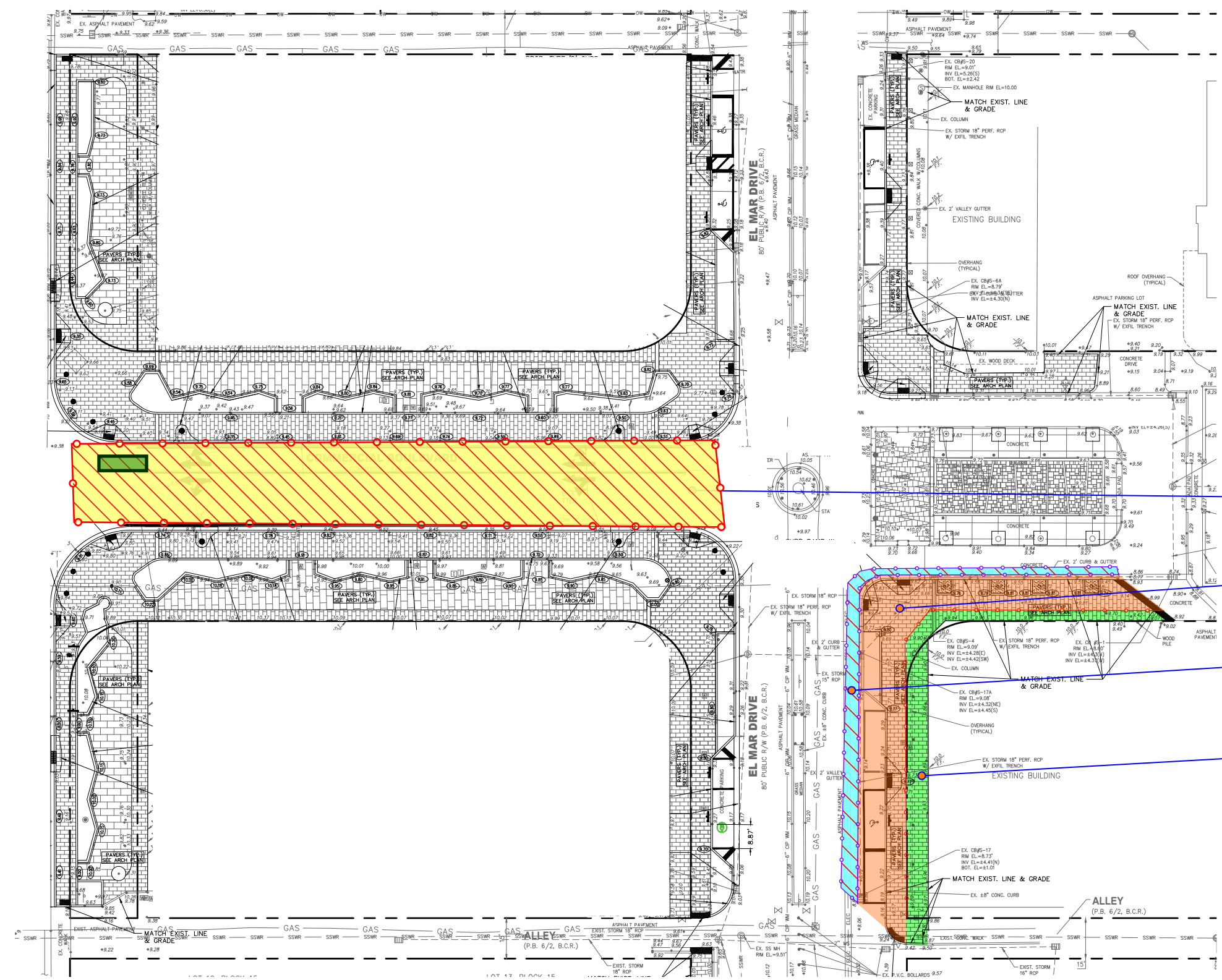
CHECKED BY
--

DATE
May 4, 2023

SKETCH NUMBER
SCEC-01.3

LAUDERDALE-BY-THE-SEA - PHASING & STAGING

PHASE 4



Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Commercial Blvd Median to be used for staging area for duration of construction.

Primary area of work

Daytime lane Closure for new curbs and work adjacent to curbs.

Pedestrian Access to business to be maintained. Limited closure of access.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBTs Streetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

CHECKED BY
--

DATE
May 4, 2023

SKETCH NUMBER
SCEC-01.4



Downtown East of Ocean Drive
Streetscape Beautification
Town of Lauderdale-By-The-Sea





Downtown East of Ocean Drive
Streetscape Beautification
Town of Lauderdale-By-The-Sea



Guaranteed Maximum Price Proposal

Submitted 06.16.23
5391 N Nob Hill Rd
Sunrise, FL 33351
P: 954.923.4747, ext. 117
Contact: Adrian Viera



TABLE OF CONTENTS: **Downtown East of Ocean Drive Streetscape Beautification**

Section 1: Introduction

Section 2: GMP Proposal

Section 3: Qualifications

Section 4: Bid Results Breakdown

Section 5: Drawing Log

Section 6: Phasing / Staging Plan



SECTION 1: INTRODUCTION

June 16, 2023

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

RE: Guaranteed Maximum Price for Downtown East of Ocean Drive Streetscape Beautification

Dear Mr. Rubach:

Please find our Guaranteed Maximum Price proposal in the amount of \$3,132,700.00 for the work associated with the Downtown East of Ocean Drive Streetscape Beautification project.

We look forward to working with the Town again to complete this project successfully.

Thank you for the opportunity.

Sincerely,

State Contracting & Engineering Corp.



Paul A. Carty, LEED AP
President

SECTION:

2

GMP PROPOSAL
AND COST SUMMARY



Lauderdale-by-the-Sea: East of Ocean Dr. - Streetscape Beautification

ESTIMATE NO./REF. GMP
LOCATION/OWNER: Broward County / Town of Lauderdale-by-the-Sea
BID DATE: June 10, 2023

1	2	3	4	5	6	7	8	9	10
Div. No.	CSI Cost Code	Bid Package	Description of Work	Bid Amount	Name of Bidder	Number Bids	% Low	Cost Per SF	MWBE
Division 01 - General Requirements									
01	01 00 00	01100 ✓	Construction Phase Fee (CM Staff)	204,795	SCEC	-	-	-	-
01	-	- ✓	General Conditions	15,428	SCEC	-	-	-	-
01	-	02210 ✓	General Requirements	67,050	SCEC	-	-	-	-
01	-	01450 ✓	Testing Services	9,335	Nutting Eng	-	-	-	-
01	-	00360 ✓	LBTS Permits	-	by LBTS	-	-	-	-
01	-	00360 ✓	GPR & Soft Digs	5,200	SCEC/Bloodhound	-	-	-	-
Division 02 - Existing Conditions									
02	02 40 00	02220 ✓	Site Demolition	-	w/ Civil Sitework	-	-	-	-
02	02 40 00	02220 ✓	Protection of Existing Surfaces	22,570	SCEC	-	-	-	-
02	-	- ✓	Misc. Patching / Site Restoration	40,785	SCEC	-	-	-	-
02	02 40 00	02220 ✓	Pedestrian MOT Devices & Implementation	91,071	ACME/SCEC	-	-	-	-
02	-	- ✓	Vehicular MOT Devices & Implementation	82,255	ACME	2	64.02%	-	-
02	-	- ✓	MOT Design	10,000	Joseph Roles & Assoc.	-	-	-	-
Division 03 - Concrete									
03	03 30 00	03300 ✓	Concrete (Foundations & Header Curb)	223,890	H&R Const.	2	6.44%	-	-
03	03 45 13	03480 ✓	Precast Low Wall	325,580	Premier Precast	2	6.75%	-	-
Division 10 - Specialties									
10	10 14 00	10400 ✓	Signage (Directional)	23,387	Art Sign	1	-	-	-
10	10 14 63	10100 ✓	Signage (Theme)	46,104	Art Sign	1	-	-	-
Division 26 - Electrical									
26	26 00 00	16050 ✓	Electrical	648,264	Universal Elec.	3	0.25%	-	-
Division 31 - Earthwork									
31	31 00 00	02300 ✓	Sitework	465,050	Stanford	2	1.06%	-	-
31	31 10 00	02370 ✓	Erosion & Sedimentation Controls	-	w/ Civil Sitework	-	-	-	-
Division 32 - Exterior Improvements									
32	32 10 00	02370 ✓	Paving Mill & Resurface w/ Striping + Site Concrete	-	w/ Civil Sitework	-	-	-	-
32	32 00 00	02780 ✓	Brick Unit Pavers (Install Only)	214,620	US Brick+Block	4	1.25%	-	-
32	32 30 00	02790 ✓	Tree Pit Paver (Addapave)	11,514	America's Best	1	-	-	-
32	32 00 00	02820 ✓	Custom Planter (ANOVA)	11,547	ANOVA	1	-	-	-
32	32 80 00	02810 ✓	Irrigation	28,890	B&R	4	2.07%	-	-
32	32 90 00	02945 ✓	Landscape	119,680	B&R	4	0.21%	-	-
Division 33 - Utilities									
33	33 00 00	02500 ✓	Site Drainage	-	w/ Civil Sitework	-	-	-	-
Sub Total Direct Cost =				2,667,015					
OWNER'S CONTINGENCY				6.000%	160,021				
OCP INSURANCE				0.240%	6,401				
GENERAL LIABILITY INSURANCE				1.350%	38,251				
BUILDERS RISK INSURANCE				-	0	Not Included			
SUB TOTAL WITH INSURANCE					2,871,688				
BOND				1.008%	28,960				
SUB TOTAL WITH BOND					2,900,648				
CM FEE					232,052				
SUB TOTAL WITH FEE					3,132,700				
MATERIAL ESCALATION					None Included				
GMP Total =					3,132,700				



CM Staff + General Conditions + Requirements

Lauderdale-by-the-Sea: East of Ocean Dr. - Streetscape Beautification

ESTIMATE NO./REF. GMP
LOCATION/OWNER: Broward County / Town of Lauderdale-by-the-Sea
BID DATE: June 10, 2023

1	2	3	4	5	6	7	8	9	10	11
Div. No.	CSI Cost Code	Enter Quantity	Unit	Description of Work	Unit Cost	Labor Burden	not used	not used	not used	TOTAL
Construction Phase Fee (CM Staff)										
01	01 30 00	3	Week	Project Executive	4,725.00	incl.				\$ 14,175
01	01 30 05	12	Week	Project Manager	3,240.00	incl.				\$ 38,880
01	01 30 15	8	Week	APM/Project Engineer	2,700.00	incl.				\$ 21,600
01	01 30 20	20	Week	Superintendent	3,375.00	incl.				\$ 67,500
01	01 30 25	20	Week	Assistant Superintendent	2,025.00	incl.				\$ 40,500
01	01 30 30	6	Week	Project Coordinator	1,822.50	incl.				\$ 10,935
01	01 30 35	2	Week	Project Accountant	2,632.50	incl.				\$ 5,265
01	01 30 40	2	Week	Safety/Quality Control	2,970.00	incl.				\$ 5,940

Subtotal Direct Supervision CM Staff \$ 204,795

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

General Conditions

Support - Field Staff

01		5	Month	Communications (wireless service)	450.00				450.00	\$ 2,250
01	01 52 20	5	Month	Field Office Rental	750.00				750.00	\$ 3,750
01	01 52 21	1	LS	Field Office Setup/Removal	2,500.00				2,500.00	\$ 2,500
01	01 52 23	1	1	Field Office Furniture	500.00				500.00	\$ 500
	01 52 26	5	Month	Computer Systems	500.00				500.00	\$ 2,500
01	01 31 02	5	Month	Mail Services & Courier	50.00				50.00	\$ 250
01	01 31 01	1	Month	Office Supplies	106.00				106.00	\$ 106
01	01 51 40	20	Weeks	Water, Ice and Cups	65.00				65.00	\$ 1,300
01	01 35 02	5	Month	Safety Supplies	79.50				79.50	\$ 398
01	01 52 16	5	Month	First Aid Supplies	79.50				79.50	\$ 398
01	01 35 03	2	Each	Fire Extinguishers	88.50				88.50	\$ 177
		1	LS	Copier/Printer/Fax	300.00				300.00	\$ 300
01	01 30 03	1	LS	Blueprints & Copies	1,000.00				1,000.00	\$ 1,000

Subtotal General Conditions \$ 15,428

General Requirements

Field Office & Yard

01	01 74 13	4	Week	General Labor	1,450.00	incl.			-	\$ 5,800
01	01 52 13	5	Month	Temporary Storage Containers	255.00				255.00	\$ 1,275
01	01 52 13	2	Each	Temporary Storage (Delivery/Pickup)	300.00				300.00	\$ 600
01	01 58 13	1	LS	Job Signs	2,000.00				2,000.00	\$ 2,000
01	01 32 33	5	Month	Progress Photographs	75.00				75.00	\$ 375
01	01 41 22	5	Month	Temp Electric (Generator Fuel)	200.00				200.00	\$ 1,000
01	01 41 22	1	LS	Temp Electric (Generator)	2,500.00				2,500.00	\$ 2,500
01	01 51 19	10	Month	Portable Toilets	280.00				280.00	\$ 2,800
01	01 74 19	10	Load	Trash Dumpsters & Fees	700.00				700.00	\$ 7,000
01	01 35 01	2	Each	Safety Inspections	450.00				450.00	\$ 900
01	01 54 05	1	LS	Small Tools	800.00			800.00	800.00	\$ 800
01	01 95 01	1	LS	Misc. GC Expense	1,500.00				1,500.00	\$ 1,500
01	01 54 02	5	Month	Material Unloading	3,500.00				3,500.00	\$ 17,500
01		1	LS	Final Site Cleanup	8,000.00				8,000.00	\$ 8,000
01	01 32 23	1	LS	Survey & Layout	15,000.00				15,000.00	\$ 15,000

Subtotal General Requirements \$ 67,050

TOTAL										287,273

SECTION:

3

QUALIFICATIONS



SECTION 3: QUALIFICATIONS

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

Bid Documents as follows: Permit Plans dated March 20, 2023, + Rev #1 dated May 3, 2023, as prepared by Architectural Alliance Landscape.

Clarifications, qualifications, and exclusions expressed or stated by SCEC in this document take precedence over the project documents.

Division 01 – GENERAL:

1. GMP proposal does not include Builders Risk, Installation Floater, or Professional Liability Insurance.
2. GMP proposal does not include any permit, capital improvement, connection, or impact fees.
3. GMP does not include specified wage rates, grant money requirements, and/or certified payroll.
4. GMP assumes pre-payment of deposit costs for custom fabricated materials (e.g.: precast low wall, signage, etc.).
5. GMP assumes all public relations needs to be done by the owner.
6. GMP assumes sufficient parking spots at the adjacent parking lot to be provided at no charge by the owner.
7. Traffic signal modifications if required, to be done by the owner.
8. GMP does not include purchasing, receiving, or storing the owner's pre-purchased pavers.
9. GMP assumes the logistic costs of accessing and transporting pre-purchased pavers to the project's staging area to be by the owner. SCEC will coordinate with the owner ahead of time for planning multiple mobilizations of paver material to the staging area.
10. GMP assumes that portions of roadways will be closed to vehicular traffic during construction as outlined in the Phasing / Staging Plan.
11. GMP includes work hours from 7:00 am to 5:00 pm, Monday to Saturday.
12. GMP costs are based on the current market prices for the component building materials needed for the scope of the project. However, today's market is volatile, and sudden price increases could occur. SCEC will make all efforts to mitigate increases. Any claim by SCEC for cost increases shall be requested in writing with appropriate support detailing.

Division 10 – SPECIALTIES:

1. GMP does not include new trash receptacles shown on plans.

Division 26 – ELECTRICAL:

1. GMP includes precast foundations for the light poles and bollards.
2. GMP assumes any scope of work related to existing/new light pole mounted camera/antenna to be by the owner.
3. GMP does not include breakaway couplings at any lighting.



SECTION 3: QUALIFICATIONS

Division 32 – EXTERIOR IMPROVEMENTS:

1. GMP does not include 1-year Landscape maintenance.
2. GMP does not guarantee the survival of relocated trees.
3. At off-site tree relocations, GMP includes the scope to be relocated tree, mulch topping, clear access, and no underground conflicts.
4. The final sealer product for pavers is to be determined by on-site sampling, cost will be based on an approved product.
5. From the Planting List, the 'Purple Crinum' is not available in Florida. A budget of \$300 is included for substitution at (4) four locations.
6. GMP assumes the existing irrigation system being connected to is operable condition.

SECTION:

4

BID RESULTS BREAKDOWN

Lauderdale-by-the-Sea: Streetscape Beautification

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work:

Bid Package Number:

Cost Code:

June 10, 2023

Testing Services

01450

D

SC&EC Estimate No/Ref: GMP

Project Number: 3310

Cost per \$f:

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit Cost	Unit Cost	Making	
TESTING SERVICES					
Density Tests	40	EA	30	1,200	
Proctor	3	EA	155	465	
Technician Field	40	HRS	65	2,600	
Engineer/Report	8	HRS	140	1,120	
Clerical	16	HRS	50	800	
Concrete Cylinders	30	EA	90	2,700	
LBR	2	EA	225	450	
TOTALS:					
BEST COMBINATION:		9,335 Nutting Eng			

SELECTED SUBCONTRACTOR:

Nutting Eng

BEST COMBINATION: 9,335 Nutting Eng

Notes:

11.

21

12

三

...

15

Estimate Prepared by: AV Ad
Estimate Reviewed by: PAC

Estimate Reviewed by: PAC

Lauderdale-by-the-Sea: Streetscape Beautification

SCF

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: GPR & Soft Dig
 Bid Package Number: 00360
 Cost Code: 01
 Division: 01

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	SCEC/Bloodhound	
Scope of Work:					
GC to provide: Underground Locates & Soft Digs for Utilities Conflict					
MATERIALS					
GPR Locates	3	DAYS	1,250.00	3,750	
CREW & EQUIPMENT					
Labor	1	Weeks	1,450.00	1,450	
Bond Premium Adjustment					
Final Price Adjustment					
MWBE Participation (A,W,H,O)					
TOTALS:				5,200	
BEST COMBINATION:		5,200	SCEC/Bloodhound		

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV

Estimate Reviewed by: PAC

Notes:

1)

2)

3)

4)

5)

Lauderdale-by-the-Sea: Streetscape Beautification

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Protection of Existing Surfaces
 Bid Package Number: 02220
 Cost Code: 02 40 00
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Unit	Unit Cost	SCEC		
Scope of Work:						
GC to provide: Temporary protection for all construction activities.						
MATERIALS						
Storefronts & Windows	1500	SF	2.25	3,375		
Walking surfaces (plywood)	3500	SF	1.70	5,950		
Staging Area	2000	SF	1.70	3,400		
Adjacent Concrete curbs, walks, pavement	500	LF	2.00	1,000		
CREW & EQUIPMENT (install and relocate)						
Skilled Labor	1	Weeks	1,595.00	1,595		
Labor	5	Weeks	1,450.00	7,250		
Bond Premium Adjustment						
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:				22,570		

BEST COMBINATION: 22,570 SCEC

SELECTED SUBCONTRACTOR: SCEC

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

Notes:
 1)
 2)
 3)
 4)
 5)

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Misc, Patching / Site Restoration
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	SCEC	
Scope of Work:					
GC to provide: Miscellaneous work including all patching, restoration, and repair of adjacent surfaces.					
MATERIALS					
Sod at relocated trees	800	SF	0.55	440	
Cut 4" Squares on Plaza	8	EA	Crew	Crew	
Hand Dig for Addapave Material on Plaza	8	EA	Crew	Crew	
Relocation & Refurbish of Bollard Spheres	12	EA	675.00	8,100	Truck Crane
Patch Electrical Trenches	56	SV	100.00	5,600	
Wood Deck Facia Remove and Replace	1	LS	800.00	800	
Dumpsters	1	LOAD	700.00	700	
Patching - Materials (stucco, paint, drywall etc)	1	LS	4,000.00	4,000	
Existing Tree Protection	33	EA	170.00	5,610	
CREW & EQUIPMENT (install and relocate)					
Skilled Labor	3	Weeks	1,595.00	4,785	
Labor	3	Weeks	1,450.00	4,350	
Fuel	1	LS	200.00	200	
Pressure Cleaner (Job Duration)	1	LS	3,500.00	3,500	
Concrete Saw Cutting - Sub	3	Days	900.00	2,700	
Bond Premium Adjustment					
Final Price Adjustment					
MWBE Participation (A,W,H,O)					
TOTALS:				40,785	

BEST COMBINATION: 40,785 SCEC

SELECTED SUBCONTRACTOR: SCEC

Estimate Prepared by: AV *M*
 Estimate Reviewed by: PAC

Notes:
 1) _____
 2) _____
 3) _____
 4) _____
 5) _____

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC
SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Misc. Patching / Site Restoration
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:		
Description	Quantity	Unit	Unit Cost	SCEC
Scope of Work: GC to provide: Miscellaneous work including all patching, restoration, and repair of adjacent surfaces.				
MATERIALS				
Sod at relocated trees	800	SF	0.55	440
Cut 4' Squares on Plaza	8	EA	Crew	Crew
Hand Dig for Adirapave Material on Plaza	8	EA	Crew	Crew
Relocation of Bollard Spheres	12	EA	375.00	4,500
Patch Electrical Trenches	56	SY	100.00	5,600
Wood Deck Facia Remove and Replace	1	LS	800.00	800
Dumpsters	1	LOAD	700.00	700
Patching - Materials (stucco, paint, drywall etc)	1	LS	4,000.00	4,000
Existing Tree Protection	33	EA	170.00	5,610
CREW & EQUIPMENT (Install and relocate)				
Skilled Labor	3	Weeks	1,595.00	4,785
Labor	3	Weeks	1,450.00	4,350
Fuel	1	LS	200.00	200
Pressure Cleaner (Job Duration)	1	LS	3,500.00	3,500
Concrete Saw Cutting - Sub	3	Days	900.00	2,700
Bond Premium Adjustment				
Final Price Adjustment				
MWBE Participation (A,W,H,O)				
TOTALS:				37,185

BEST COMBINATION:		37,185	SCEC
SELECTED SUBCONTRACTOR:		SCEC	
Estimate Prepared by: AV		Notes: 1) 2) 3) 4) 5)	
Estimate Reviewed by: PAC			

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Pedestrian MOT Devices & Implementation
 Bid Package Number: 02220
 Cost Code: 02 40 00
 Division: 02

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Unit	Unit Cost	ACME/SCEC	
Scope of Work:					
GC to provide: Temporary barriers for control of pedestrians, maintain open business, protect areas of construction for public.					
RENTAL COST					
Fence 6' Temp. with feet	2097		6.00	12,582	
Barrier 4' High	25875		0.85	21,942	
Water Filled Barrier	12975		2.33	30,258	
Windscreen	2097		2.00	4,194	
Sandbags	500		8.00	4,000	
Delivery/Pickup	1		2,000.00	2,000	
CREW & EQUIPMENT (Erect and relocate)					
Skilled Labor	1	Weeks	1,595.00	1,595	
Labor	10	Weeks	1,450.00	14,500	
TOTALS:					
			91,071	91,071	

BEST COMBINATION: 91,071 ACME/SCEC

SELECTED SUBCONTRACTOR:

ACME/SCEC

Estimate Prepared by: AV 
 Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Vehicular MOT Devices & Implementation
 Bid Package Number: -
 Cost Code: -
 Division: 02

SCEC Estimate No./Ref: GMP
 Project Number: 3310
 Cost per SF: .

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity/Days	Unit	ACME		MOT Plans		
			Unit Cost	Total	Unit	Total	
MOT PHASE/SEQUENCE							
MOT DAILY RATES							
Daily MOT Devices	150	DAYS	\$121.70	\$18,255.00	DAYS	\$811.27	
Cones (Qty. 200)	150	DAYS	\$70.00	\$10,500.00	DAYS	\$130.00	
Barrels (Qty. 200)	150	DAYS	\$70.00	\$10,500.00	DAYS	\$130.00	
Single Lane Closure on N. Ocean Dr. (A1A), South	15	DAYS	\$500.00	\$7,500.00	DAYS	\$1,424.54	
Single Lane Closure on El Mar Dr., South	5	DAYS	\$1,800.00	\$9,000.00	DAYS	\$1,424.54	
Single Lane Closure on N. Ocean Dr. (A1A), North	15	DAYS	\$500.00	\$7,500.00	DAYS	\$1,407.42	
Single Lane Closure on El Mar Dr., North	5	DAYS	\$1,800.00	\$9,000.00	DAYS	\$1,407.42	
MOT ONE-TIME ITEMS							
Temp Signal & Pedestrian Route	1	ALLOW	\$5,000.00	\$5,000.00	ALLOW	\$5,000.00	
MOT Setup Along Commercial Btw. N. Ocean (A1A) and El Mar Dr.	2	LS	\$2,500.00	\$5,000.00	LS	\$3,129.75	

SELECTED SUBCONTRACTOR:

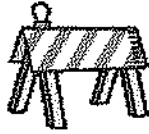
ACME

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

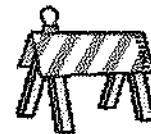
SCEC 2008



ACME BARRICADES LC

Main Office

**9800 Normandy Blvd
Jacksonville, Florida 32221
1-800-373-7704**



**4601 Oakes Road
Davie, FL 33314
TEL. 954-321-8205
FAX. 954-791-0921
Manager Bob Trites**

**3705 Interstate Parkway
West Palm Beach, FL 33404
TEL. 561-657-8222
FAX. 561-657-8226
Manager Roger Mastrapa**

**3690 Canal Street
Ft. Myers, FL 33196
TEL. 239-479-5266
FAX. 239-479-6210
Manager Dustin Tanner**

DATE: 6/6/2023

**PROJECT: East Commercial Blvd Streetscape Beautification
Town of Lauderdale-By-The-Sea**

BID DATE:

6/6/2023

COUNTY:

Broward

DAYS:

150

ITEMS	UNITS	PRICE
102-1 DELIVERY FEE(PER DELIVERY)	EA	\$ 40.00
102-1 POST MOUNTING OF SIGNS	EA	\$ 45.00
102-60 WORK ZONE SIGNS	ED	\$ 0.35
102-74-1 CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM	ED	\$ 0.20
CONES	ED	\$ 0.35
102-74-6 CHANNELIZING DEVICE-PEDESTRIAN LCD	ED	\$ 0.45
102-76 ARROWBOARD/ADVANCE WARNING ARROW PANEL	ED	\$ 9.00
102-99 PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	\$ 18.00
102-115 TYPE III BARRICADE	ED	\$ 0.50
LABOR - EQUIPMENT BILLED AT ABOVE QUOTED PRICES		
FULL CLOSURE OF COMMERCIAL BLVD BETWEEN		\$ 2,000.00
SR A1A AND EL MAR DRIVE. TC 4 TO TC 8		
SINGLE LANE CLOSURE ON SR A1A	EA	\$ 500.00
SIDEWALK CLOSURE ON SR A1A	EA	\$ 250.00

*Price excludes bond

*Contractor is responsible for coring asphalt and/or concrete if required for work zone signage

*Prices do not include wall mounting of work zone signs.

*Post mounting of signs will be for the beginning of the project as defined by the plans, and if required thereafter, as ordered and at locations specified by Contractor.

*Reasonable notice is required prior to delivery of MOT devices.

*Contractor is responsible for covering and/or uncovering signs. Acme will provide sign covers if required.

*Prices do not include any labor for lane closures, detours, traffic switches or setups.

*This quotation shall be part of any future contract for work quoted above.

*Acme Barricades, LC shall not perform, or be deemed to perform as the "Worksite Traffic Supervisor" (FDOT Specification 102-3.2 and 105-5.3) without the express written consent of Acme Barricades, to otherwise perform in such capacity

Sincerely,

Tom Brady

tbrady@acmebarricades.com

SERVICE IN A FLASH

ALL PRICING IS CONSIDERED CONFIDENTIAL



ACME BARRICADES LC

Main Office

9800 Normandy Blvd
Jacksonville, Florida 32221

1-800-373-7704



4601 Oakes Road
Davie, FL 33314
TEL. 954-321-8205
FAX. 954-791-0921
Manager Bob Trites

3705 Interstate Parkway
West Palm Beach, FL 33404
TEL. 561-657-8222
FAX. 561-657-8226
Manager Roger Mastrapa

3690 Canal Street
Ft. Myers, FL 33196
TEL. 239-479-5266
FAX. 239-479-6210
Manager Dustin Tanner

DATE: 6/6/2023

BID DATE: 6/6/2023

PROJECT: East Commercial Blvd Streetscape Beautification
Town of Lauderdale-By-The-Sea

COUNTY: Broward

DAYS: 150

ESTIMATED QUANTITIES

ITEMS	UNITS	QUANTITY	PRICE	TTOTAL
FULL CLOSURE OF COMMERCIAL BLVD BETWEEN				
SR A1A AND EL MAR DRIVE. TC 5 AND TC 8				
102-1 ONE TIME SET-UP. INCLUDES POST MOUNTING OF SIGNS.	EA	1	\$ 2,500.00	\$ 2,500.00
102-60 WORK ZONE SIGNS	ED	82	\$ 0.35	\$ 28.70
102-74-1 CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM CONES	ED	30	\$ 0.20	\$ 6.00
	ED	0	\$ 0.35	\$ -
102-74-6 CHANNELIZING DEVICE-PEDESTRIAN LCD	ED	0	\$ 0.45	\$ -
102-76 ARROWBOARD/ADVANCE WARNING ARROW PANEL	ED	1	\$ 9.00	\$ 9.00
102-99 PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	4	\$ 18.00	\$ 72.00
102-115 TYPE III BARRICADE	ED	12	\$ 0.50	\$ 6.00
TOTAL EQUIPMENT RENTAL PER DAY	EA			\$ 121.70
SINGLE LANE CLOSURE ON SR A1A				
LABOR TO SET-UP AND PICK-UP. INCLUDES EQUIPT.	EA			\$ 500.00
SINGLE LANE CLOSURE ON EL MAR DRIVE				
4 MAN FLAGGING OPERATION FOR UP TO 8 HOURS.	EA			\$ 1,800.00
ADDITIONAL HOURS BILLED AT \$200/HOUR.				
INCLUDES LABOR AND EQUIPMENT.				

*Price excludes bond

*Contractor is responsible for coring asphalt and/or concrete if required for work zone signage

*Prices do not include wall mounting of work zone signs.

*Post mounting of signs will be for the beginning of the project as defined by the plans, and if required thereafter, as ordered and at locations specified by Contractor.

*Reasonable notice is required prior to delivery of MOT devices.

*Contractor is responsible for covering and/or uncovering signs. Acme will provide sign covers if required.

*Prices do not include any labor for lane closures, detours, traffic switches or setups.

*This quotation shall be part of any future contract for work quoted above.

*Acme Barricades, LC shall not perform, or be deemed to perform as the "Worksite Traffic Supervisor" (FDOT Specification 102-3.2 and 105-5.3) without the express written consent of Acme Barricades, to otherwise perform in such capacity

Sincerely,

Tom Brady

tbrady@acmebarricades.com

SERVICE IN A FLASH

ALL PRICING IS CONSIDERED CONFIDENTIAL



MOTPlans.com Inc.
 631 NE 45 Street
 Oakland Park, FL 33334
 Tony Britten
 Cell # 954-854-3946
 Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

Phase 1

# units	Description	U/M	Price	Total
78	Advance Warning Signs	ED	\$0.65	\$ 50.70
162	Pedestrian LCD Barricades	ED	\$1.95	\$ 315.90
8	Type III Barricades	ED	\$1.95	\$ 15.60
40	Traffic Drums	ED	\$0.65	\$ 26.00
1	Arrow Board	ED	\$25.00	\$ 25.00
5	VMS	ED	\$65.00	\$ 325.00
1	Daily Rental Subtotal			\$ 758.20
30	Rental Subtotal		\$758.20	\$ 22,746.00
1	Intial Setup	EA	\$2,500.00	\$ 2,500.00
1	Final Takedown	EA	\$2,500.00	\$ 2,500.00
5	VMS Delivery	EA	\$85.00	\$ 425.00
5	VMS Pickup	EA	\$85.00	\$ 425.00
	Tax			\$ 2,001.72
	Total			\$ 30,597.72

**\$200 Job Minimum*

**Does Not Include Removing or Installing Tubular Delineators*

**Based on 30 Day Rental with 1 Setup / 1 Takedown*

**Based on Preliminary Plans*

**\$125 ea for delivery/pickups (Standard equipment)*



MOTPlans.com Inc.
631 NE 45 Street
Oakland Park, Fl. 33334
Tony Britten
Cell # 954-854-3946
Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

# units	Phase 1B Description	U/M	Price	Total
19	Advance Warning Signs	ED	\$0.65 \$	12.35
160	36" Traffic Cones	ED	\$0.30 \$	48.00
3	Arrow Boards	ED	\$25.00 \$	75.00
1	Rental Subtotal		\$	135.35
1	Setup Phase 1B	EA	\$595.00 \$	595.00
1	Takedown 1B	EA	\$585.00 \$	585.00
	Tax		\$	92.07
	Total		\$	1,407.42

*\$200 Job Minimum

*Does Not Include Removing or Installing Tubular Delineators

*Based on 1 Day Rental with 1 Setup / 1 Takedown

*Based on Preliminary Plans & Phase 1 Remaining In Place

*\$125 ea for delivery/pickups (Standard equipment)



MOTPlans.com Inc.
631 NE 45 Street
Oakland Park, FL 33334
Tony Britten
Cell # 954-854-3946
Office # 954-560-0450

Job # State Contracting 6/12/2023

Streetscape Beautification

Phase 1A

# units	Description	U/M	Price	Total
19	Advance Warning Signs	ED	\$0.65	\$ 12.35
180	36" Traffic Cones	ED	\$0.30	\$ 54.00
3	Arrow Boards	ED	\$25.00	\$ 75.00
1	Rental Subtotal			\$ 141.35
1	Setup Phase 1A	EA	\$595.00	\$ 595.00
1	Takedown 1A	EA	\$595.00	\$ 595.00
	Tax			\$ 93.19
	Total			\$ 1,424.54

**\$200 Job Minimum*

**Does Not Include Removing or Installing Tubular Delineators*

**Based on 1 Day Rental with 1 Setup / 1 Takedown*

**Based on Preliminary Plans & Phase 1 Remaining In Place*

**\$125 ea for delivery/pickups (Standard equipment)*

Lauderdale-by-the-Sea: Streetscape Beautification

11

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work:

Bid Package Number:

Cost Code:

June 10, 2023

MOT Design.

2

•

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	Joseph J. & Assoc.	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Estimate
MOT Plans for FDOT Permitting		10,000						
Bond Premium Adjustment								
Final Price Adjustment								
MWBE Participation (A, W, H, O)								
TOTALS:		10,000	0	0	0	0	0	0

BEST COMBINATION:

10,000 Joseph Roles & Assoc.

SELECTED SUBCONTRACTOR:

Joseph Roles & Assoc.

Estimate Prepared by: AV

Estimate Reviewed by: PAC

Notes:

...

21

三

14

10

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Concrete (Foundations & Header Curb)

Bid Package Number: 03300

Cost Code: 03 30 00

Division: 03

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:							
Description	Quantity	H&R Const.	SCEC	Homestead Paving	Complete	Partial	Bidders	Bidders	Estimate
Subcontractor Bid Proposal		216,000	239,300	Incomplete	NO BID				
Bond Premium		add below	n/a	n/a	n/a		n/a	n/a	n/a
Reinforced Concrete									
Pre-Cast Low Wall Foundations	644 LF	Included	Included						
Sphere Bollard Foundations	12 EA	Included	Included						
Paver Header Curb	1000 LF	Included	Included						
Adjustments									
Paver Header Curb	100 LF	3,500	Included						

BEST COMBINATION:

223,890 H&R Const.

SELECTED SUBCONTRACTOR:

H&R Const.

Estimate Prepared by: AV

Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



**CONSTRUCTION
GROUP
INC**

Date: June 8, 2023
Proposal No: 23-103

PROPOSAL

Customer: SCEC

Project: LBTS - Streetscape

Scope of Work:

- Layout from G.C. control points
- Form, pump, place, finish all structural concrete.
- Steel reinforcing.
- Approx. 644 LF of low wall foundation & wall (excluding cap)
- Approx. 1000 LF of paver header.
- Twelve Sphere Bollard foundations.
- Proposal is based on drawings prepared by SRS dated 9/30/2022.

Qualifications:

- **Bond: Add 2% if required.**
- Work to be Performed Monday – Friday during regular business hours excluding holidays.
- Change order labor rate is \$42/hr for carpenters & \$50/hr for foreman + OH&P.
- Any work delay or stoppage for any reason not caused by H&R will result in additional charges.
- Not responsible for liquidated damages or penalties resulting from delays other than due to H&R.
- Not responsible for delays due to material shortage or supplier availability.
- GC to provide temporary power & utilities.

Exclusions:

- Any work not explicitly stated above or agreed upon in writing.
- Import / export of fill. Excess fill will be stockpiled on site.
- Precast caps or spheres, installation of same including dowels or drilling of dowels.
- Steel posts or sleeves.
- Light gauge framing, Stucco, EFIS, Tile, stone veneer, precast or any architectural items.
- Maintenance of traffic (MOT) and pedestrian protection.
- Trash or debris removal. All construction debris will be placed in GC supplied dumpsters.
- Parking fees. GC to provide adequate parking.
- Offsite storage.
- Surveying: GC to provide line and grade.
- Permit, testing, engineering, and inspection fees.

We propose to furnish all labor, material, and equipment necessary to compete the aforementioned scope of work in accordance with the above conditions for the sum of: **\$216,000.00**

→ Add: Paver Header wall, \$3,500-
100 LF

H&R Construction Group, Inc.
16990 SW 160 Street Miami, FL 33187
Ph: 305-255-5040 Fax: 305-675-3877
CGC 1520604

\$219,500-

\$4,390- (Bond @ 2%)

total: \$223,890-

A



BID PROPOSAL

June 1, 2023

LBTs Downtown East of Ocean Dr. – Streetscape Beautification

SCOPE OF WORK: CONCRETE

SCEC submits this proposal to provide all material, labor & equipment required to complete the below scope of work based on drawings prepared by AAL Bid Permit Set dated 03/20/2023 + Rev. #1 dated 05/03/23.

1. Layout from G.C. control points.
2. Excavation, backfill, and compaction of foundations.
3. Formwork.
4. Termite soil treatment.
5. Steel reinforcing.
6. Pump, place, and finish of all structural concrete for architectural precast low wall, paver header curb, and sphere bollards.

TOTAL BID PROPOSAL: \$239,300.00



Homestead Paving, Co.

14550 Mable Street, Naranja, FL 33032

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

Terms and Conditions

- 1 All Layout, Surveying and Engineering are excluded. Fine grading less than 1" is included. No import of any fill included.
- 2 Unless otherwise stated, concrete is 3000 psi
- 3 All testing to be provided by others.
- 4 Grading, subbase compaction completed by others. Fine grading less than 1" is included. No import of any fill included.
- 5 Utility locates to be the responsibility of the contractor.
- 6 Permits and inspections are the responsibility of the contractor.
- 7 Class V finishes, reflectors and maintenance of traffic is the contractor's responsibility.
- 8 Unless otherwise stated, excavation (unless trench is specified), waterproofing, demolition, and backfill are excluded.
- 9 General Contractor/Owner must provide a concrete truck washout area on site.
- 10 ID Badges, biometrics, background checks and special pay wages are not included
- 11 Unless included as a line item, bond is not included.
- 12 Unless included as a line item, joint sealant is not included.
- 13 The General Contractor will incur additional costs for night or weekend work unless otherwise mentioned in the quote.
- 14 Any quote given without plans and/or specs are subject to changes once plans and/or specs are made available.
- 15 Unless mentioned as a line item, any decorative treatment (stamp, scoring, etc.) are excluded.
- 16 Curb Pad are not included.
- 17 Unless specified in quote, reinforcement does not include galvanized or epoxy coated.
- 18 Lift or walkway behind traffic railing to finish is to be supplied by others.
- 19 Proposal must be included as an attachment to the contract documents.
- 20 Any alteration or deviation from the above specifications involving extra cost of labor will only be executed upon written orders of the same and will become an extra charge over the sum mention in this contract. All agreements must be made in writing.
- 21 Payments are to be made within 45 days of billing date, thereafter a 1.5% interest rate will be charge to your account, on a monthly basis. If payment is not received by 60 days after date billed, we will Lien/Notice of non-payment on that job. Any Legal Fees will also be paid by Contractor.
- 22 On site mock-ups not included, unless stated on proposal.
- 23 In no event shall Homestead Paving be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Homestead Paving shall use reasonable efforts which that are consistent with accepted practices in the concrete industry to resume performance as soon as practicable under the circumstances.

APPROVED BY: _____

DATE: _____

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

Lauderdale-by-the-Sea: Streetscape Beautification

SCFC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Precast Low Wall
 Bid Package Number: 03480
 Cost Code: 03 45 13
 Division: 03

SCEC Estimate No/Ref: GMP 3310
Project Number:
Cost per SF: -

[illegible]

SELECTED SUBCONTRACTOR:

Premier Precast

Estimate Prepared by: AV
Estimate Reviewed by: PAC

Notes:

1)	2)	3)	4)	5)
----	----	----	----	----



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
1		<i>Per Landscape Plans Dated: 03.20.23</i>		
2		<i>Per E-Mail Dated: 06.07.23</i>		
3				
4		<i>Material Proposed:</i>		
5				
6				
7		<i>Low Wall:</i>		
8		<i>Architectural Precast, White Cement, Limestone Texture</i>		
9		<i>Beach Ball Bollards:</i>		
10		<i>Architectural Precast, Gray Cement, Smooth to be Painted</i>		
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
26		L-101		
27	4 EA	30" diameter Beach Ball Bollard (3/L-115)		Deleted
28		Note: Per detail, the bollard will include a 3 1/2" diameter x 14" deep hole in-		
29		bottom to accept 3" diameter steel pipe embedded into foundation.		
30		Note: Foundation and 3" diameter steel pipe to be provided and installed by-		
31		others.		
32		Note: Refurbishing and Painting of Bollard #1 is excluded from this proposal.		
33				
34				
35	348 LF	17" high x 15 1/2" deep Low Wall (A, B & C/L-112)		
36		Note: Foundation and LED lighting to be provided and installed by		
37		others.		
38		Note: Maximum lengths of low to be produced is 96".		
39				
40		L-102		
41	5 EA	30" diameter Beach Ball Bollard (3/L-115)		Deleted
42		Note: Per detail, the bollard will include a 3 1/2" diameter x 14" deep hole in-		
43		bottom to accept 3" diameter steel pipe embedded into foundation.		
44		Note: Foundation and 3" diameter steel pipe to be provided and installed by-		
45		others.		
46				
47	344 LF	17" high x 15 1/2" deep Low Wall (A, B & C/L-112)		
48		Note: Foundation and LED lighting to be provided and installed by		
49		others.		
50		Note: Maximum lengths of low to be produced is 96".		



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
51		L-103		
52		No Scope		
53				
54		L-104		
55		No Scope		
56				
57				
58	1 EA	Mock-Up. Includes one (1) 48" long straight bench segment installed in it's final		Included
59		location. If mock-up must be removed for any reason, an additional charge of		
60		\$1,500.00 will be issued in change order format.		
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

	Estimator		CO No.	ALT No.	PHONE:
	BH				954-923-4747

#	QUANTITY	DESCRIPTION		
76				
77				
78				
79				
80				
81				
82		Color, Texture Profile Match		
83		Note: Use of a Premier Precast standard color is included in this proposal. If		
84		Premier Precast must color match a non-standard color provided by customer,		
85		customer accepts and agrees to pay a \$500.00 color matching charge or some		
86		greater amount to be determined if the Premier Precast mix design must also be		
87		altered.		
88				
89		Mock-Up		
90		Note: Unless specifically quantified in the scope of work above, mock-ups are		
91		excluded from this proposal. Premier Precast will provide two (2) 12" x 12"		
92		samples of each color and finish combination for approval by Customer.		
93		One sample will be physically signed by Customer as approved and returned to		
94		Premier Precast for use as a control sample by Quality Control. Any samples or		
95		mock-ups in addition to the two (2) 12" x 12" samples of each color and texture		
96		shall be an additional charge paid by Customer.		
97				
98				
99				
100				



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION		
76		Note: Caulking, waterproofing (including waterproofing accessories),		
77		sealants and sealing are excluded from this proposal.		
78				
79	1 EA	General Conditions		Included
80	1 EA	Upcharge for Limestone Texture		Included
81	1 EA	Shop Drawings & Submittals Note: Shop Drawings are included PROVIDED		Included
82		THAT Customer provides CAD drawings for preparation of Shop Drawings. If CAD		
83		drawings are not provided by Customer, Customer shall be charged and agrees		
84		to pay such additional cost required to draw the elevations, floor plans and details		
85		for the scope of work from scratch.		
86	1 EA	Engineering Calculations		Included
87	1 EA	Custom Fastening Hardware		N.I.C.
88	1 EA	Mold Fees		Included
89	1 EA	Lay-Out Templating Fees		Included
90	1 EA	Bond Fee		N.I.C.
91	2 EA	Mobilization		Included
92	1 EA	Equipment Rental		Included
93	1 EA	Flagmen		N.I.C.
94	1 EA	Permits Are Not Included		N.I.C.
95		Prices are installed based on PP standard colors, finishes and shapes		
96		Legend: N/C = No Charge; N/A= Not Applicable; N.I.C.= Not in Contract		



PREMIER PRECAST

ARCHITECTURAL CONCRETE SOLUTIONS

1455 SW 4th Ave. Delray Beach, FL 33444
tel. 561-330-3737 www.premierprecast.com



QUOTE TO:	JOB SITE:	Bid Date: 6/14/2023
State Contracting & Engineering	Lauderdal By The Sea	Bid Number 23-080R1
Attn: Adrian Viera	Streetscape Beautification	
5391 N. Nob Hill Road	Lauderdale By The Sea Fl.	
Sunrise, FL 33351		

Estimator	CO No.	ALT No.	PHONE:
BH			954-923-4747

#	QUANTITY	DESCRIPTION
97		
98		STANDARD ATTACHMENT METHODS:
		RESIDENTIAL: Cast stone with Keystone texture is attached using 1/4" stainless steel pins with thinset mud. Where necessary, 1/4" stainless steel tapcons are used instead of pins. Pins and tapcons are installed through the face of the stone. Only wall and pier caps are mudset. Columns are filled approximately 1/3 full with concrete. Baluster pins are epoxy doweled in place. Additional attachment requirements will be subject to additional charges. Limestone texture is installed with hidden fasteners using either a clip fastening system or fiberglass rebar epoxied into the cast stone product and wall surface. Method used shall be determined by the Premier Stoneworks supervisor responsible for the project. COMMERCIAL: Cast stone product with Keystone texture is attached using 1/4" Tapcons with thinset mud installed through the face of the stone. Columns are filled approximately 1/3 full with concrete. Baluster pins are epoxy doweled in place. Additional attachment requirements required by engineering or the jurisdictional entity will be subject to additional charges unless included above. Cast stone product is reinforced with # 3 fiberglass rebar at a minimum spacing of 12" on center. Additional reinforcement required by engineering or the jurisdictional entity will be subject to additional charges. Cast stone with Limestone texture is installed with hidden fasteners using either a clip fastening system or stainless steel threaded rod epoxied into the cast stone product and wall surface. Method used shall be determined by the Premier Precast supervisor responsible for the project working in conjunction with the structural engineer.
99		

**Price subject to change at any time prior to and must be verified at time of
submittal of written letter of intent, purchase order or contract.**

Sales Tax:	Included
Delivery:	Included
Job Total:	\$319,579.60

ACCEPTED BY: _____
AUTHORIZED PURCHASER SIGNATURE



STONE CAST™
1901 Elsa Street • Naples, FL 34109
Office: (239) 597-7218
Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

MATERIAL - Purchase Order

MATERIAL - PURCHASE ORDER

DATE: June 7, 2023

PO # LSSB-1

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

PROJECT: Lauderdale by the Sea - Streetscape Bea
Ocean Drive
Lauderdale by the Sea, F 33062

Ship Via	F.O.B Point	TERMS
Truck Freight	To Project Address as Listed Above	Deposit: 50%
COLOR / TEXTURE:	TBD / Acid Wash	Balance Due Upon Completion of Production As per line item #17 on Attachment "A"

D. C. Kerckhoff Company, a Florida Corporation, proposes to furnish "Kerckhoff Stone" Cast Stone Products, as shown on the drawings and details or via other methods as listed below for the above referenced project:

(per AAL Plans; Dated: 03/20/23)

MATERIAL ONLY - FOB to SITE

ITEM LOCATION	ITEM #	DESCRIPTION	QTY (PCS)	COST
Architecture Feature Low Wall	1	Bench Profile "A" with cast in slot for LED light (Light track by others)	162	\$ 145,363
TOTAL				\$ 145,363
TAX (State + Surtax)			7.0%	8,772
GRAND TOTAL (FURNISH)				\$ 154,135

1 Each Line Item Listed Above Includes Shipping & Handling

2 All Supplied Material per ATTACHED Scope of Work:

LSSB-1

3 Scope of Work is to be Considered as Attachment "B"

4 Items Considered and Excluded Items are listed as per the ATTACHED Attachment "A"

5 By signing this Purchase Order, the purchaser agrees to the terms considered in Attachment "A"

6 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

7 PRICING BREAKDOWN IS FOR BIDDING PURPOSES ONLY. ADDITIONS OR DELETIONS OF AN ITEM, MAY AFFECT PRICING OF OTHER ITEMS AND MAY NOT BE USED FOR ADD TO CONTRACT OR DELETIONS FROM CONTRACT.

The undersigned has read this proposal and for \$10.00 and other good and valuable consideration accepts the terms and conditions herein as a binding contract and acknowledges that D.C. Kerckhoff Company designs and products are protected under applicable U.S. Copyright and Design Patent Statutes. Any alteration of the above terms and conditions, as well as color, texture, or quantities shall be considered a counter-proposal and may represent major modification to this proposal.

PURCHASER: _____

DATE: _____

TITLE: _____

SELLER: Leonardo Uzcategui

DATE: 6/7/23

TITLE: Estimator / Project Manager



1901 Elsa Street • Naples, FL 34109
 Office: (239) 597-7218
 Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

ATTACHMENT "A"

DATE:	June 7, 2023
PROJECT:	Lauderdale by the Sea - Streetscape Bea Ocean Drive Lauderdale by the Sea, FL

ITEMS CONSIDERED:

1 SEE ATTACHED Scope of Work:

LSSB-1

2 This pricing assumes no overtime labor.

3 This is a **SPECIAL ORDER** for specially fabricated products and once the materials for fabrication are ordered the contract may not be cancelled - **NO RETURNS**.

4 Color and texture is DCK standards. Abrasion and mildew resistant 6,500 P.S.I. design mix "Kerckhoff Stone".

5 Shop drawings, color and finish samples as required

6 Reinforcement as required

7 Delivery - Unloading by others.

8 Material requires a minimum of 28 days cure time before installation. Heavily trafficked areas require 45 days cure time before installation. Claims made for product failure will not be honored if these requirements are not adhered to.

9 All precast concrete work shall conform to the standards of the Architectural Precast Association Plant Certification Program, and Precast Concrete Institute exclusively. Product needs to cure for (28) days before shipping. Copies of which are available upon request and are incorporated herein by reference. Colors and textures do vary and items must be mixed during installation.

10 The General Contractor will be responsible for taking and transmitting field measurements which may be required to be incorporated into the shop drawings and/or any custom castings, and responsible for any errors therein.

11 DCK will guarantee delivery of products to jobsite per coordinated schedule.

12 DCK will not be responsible for delays in production or delivery under our contract due to an extended or untimely approval process. Price Assumes Delivery begins in 3rd Quarter 2023. 5% Annualized inflation is built into this pricing. Any annual national inflation above 5% will be an add to contract.

13 DCK will not be responsible for delays in delivery under our contract where materials are not available due to national shortages or severe weather (hurricanes, etc.).

14 General Contractor shall provide unloading for palletized precast materials.

15 If concrete work is not suitable or dimensions are incorrect or design was changed so that additional cost will incur in installation, they will have to be remedied or an Add to Contract will be issued. No work will proceed unless one of the above is executed.

16 General Contractor shall provide permits, barricades and flagman as required for traffic flow during unloading of materials

ATTACHMENT "A"

1901 Elsa Street • Naples, FL 34109
 Office: (239) 597-7218
 Fax: (239) 566-8432
WWW.KERCKHOFFSTONE.COM

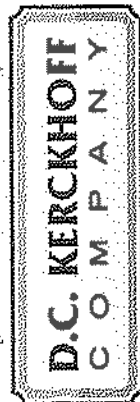
DATE:	June 7, 2023
-------	--------------

PROJECT:	Lauderdale by the Sea - Streetscape Beach Ocean Drive Lauderdale by the Sea, FL
----------	---

- 17 A deposit of (50%) with the order and notice of commencement upon acceptance is required for this to become a binding contract. Signed sample is required to start production. Deposit to cover advanced purchase of material and any engineering. Progress payments of all material manufactured and in inventory in our plant will be invoiced at the end of each month at full value, with payment due net 15 days and or before delivery. The deposit will be applied to the final contract invoice. Balance Due Upon Completion of Production.
- 18 As partial consideration for the extension of credit, the purchaser agrees to the following terms:
 All charges incurred during any month are due and payable by the tenth (10th) of the following month, and in case payment is not made as specified, a service charge of 1.5% per month on the past due balances is authorized to be added to the amount due D.C. KERCKHOFF COMPANY. In the event it becomes necessary to place the account with an attorney for collection, the purchaser agrees to pay all costs of collection, including attorney's fees and hereby acknowledges and agrees that suit will be brought in Collier County, Florida USA.
- 19 It is agreed that any claims for shortages will be made in writing within five days after shipment, and claims based on defective material or workmanship will be made in writing within fifteen days after invoice date.
- 20 DCK will provide applicable insurance coverage, bill of materials, and/or bill of sale as required.
- 21 Price effective for a total time frame period of (45) days.

EXCLUDED ITEMS:

- 1 Caulking.
- 2 Sealing.
- 3 Grouting.
- 4 Waterproofing.
- 5 Protection of the material after delivery.
- 6 Installation.
- 7 Unloading of Materials
- 8 NA
- 9 Mechanical Attachments.
- 10 Materials not considered.



STONE CAST™

1901 Elsa Street • Naples, FL 34109

Office: (239) 597-7218

Fax: (239) 566-8432

WWW.KERCKHOFFSTONE.COM

Color / Texture: TBD / Acid Wash

SCOPE OF WORK

ITEM	Item #	DESCRIPTION	QTY.	Size of Piece (inches)			TOTAL PIECES	TOTAL WEIGHT
				Length	Width	Thick		
Architecture Feature Low Wall	1	Bench Profile "A" with cast in slot for LED light (Light track by others)	648 LF	48.00	15.50	17.00	162 EA	127,709 LBS
TOTAL:							162 EA	127,709 LBS
TOTAL # of TRUCK LOADS:							4	LOADS

ATTACHMENT "B"

SCOPE OF WORK # LSSB-1

PROJECT NAME: Lauderdale by the Sea - Streetscape B

DATE: 6/7/23

GENERAL CONTRACTOR (GC): State Contracting & Engineering Corp

GC CONTACT: Adrian Viera

GC TELE NUMBER: (786) 423-1981

GC CONTACT E-MAIL: aviera@statecontracting.com

D.C. KERCKHOFF REP: Leonardo Uzcategui

SCF

SUBCONTRACTOR BID EVALUATION

Division: 10

Cost per SF:-

SELECTED SUBCONTRACTOR:	Art Sign
Estimate Prepared by: AV	
Estimate Reviewed by: PAC	
Notes:	
1) Direct Bury Install without foundations.	
2)	
3)	
4)	
5)	

Notes:

1) Direct Bury Install without foundations.

Estimate Prepared by: AV
Estimate Reviewed by: PA



SIGN
COMPANY, INC



State Certified
#ES-12000565

BUSINESS IDENTIFICATION SYSTEMS SINCE 1947

DATE 6/7/2023

835 N.W. 6th Ave., Ft. Lauderdale, FL 33311 • Phone (954)7634410 • Fax (954) 763-2736

BILL TO:	JOB LOCATION:
State Contracting & Engineering Corp.	Downtown East of Ocean Drive
5391 N Nob Hill Rd	Lauderdale by the Sea
Sunrise, Fl. 33351	
954-303-3596	
Leah Griffin lgriffin@statecontracting.com	Tina Mastandrea

Fabricate and install one directional per Option 1. Install direct bury.

Signs are fabricated out of 1/4" d aluminum plate "content here" arrows.

All signs are painted with the Disolac paint system.

Size: 120"h x 36"w arrows. Includes pelican at top of post.

\$7,595.00

Fabricate and install one internally illuminated directional per Option 2. Birds are 5"d and uplit from cabinet. Install direct bury.

All signs are painted with the Disolac paint system.

Size: 56"h x 48"w arrows.

\$14,592.00

ADD: PERMIT (2 SIGNS)

\$1,200-

AT TOTAL: \$23,387-

****If we need to permit that will add \$600 each sign for Staff time and engineering required to permit. Permit fee is TBD and a pass thru to the client.**

PERMIT - cost is determined by local municipality and will be billed additional on final invoice

TIME CLOCK - Final inspections require an operational time clock be in place. If not existing at time of inspection, Art Sign Co. will install one at an additional cost of \$675.00 to the client in order to close out permits.

ELECTRIC SERVICE - The client is responsible to furnish dedicated electrical service to within 5' of the sign location. If not in place at the time of inspection, additional cost may apply to extend the permit for re-inspection.

OFF HOURS LABOR - If for any reason, the property owner or the city requires installation to occur after normal business hours or during a weekend, additional costs will be added to the final invoice.

ROAD CLOSURE - or any required special topics, such as hiring traffic control officers or barricade erection will be an additional cost added to the client.

MUNICIPAL FEES AND MEETINGS - Any meetings or city requirements other than normal permitting will be invoiced as additional. Any additional costs such as parking or street permits, and staff time to obtain such will be invoiced as additional to the contract price.

INSPECTIONS - If after the final visit for final inspection by Art Sign Company to the installation location the inspection is denied, for reasons that are not the direct responsibility of Art Sign Company, the client will be responsible for all fees incurred in relation to amending the problem.

Subject to warranty and conditions on back side of this agreement.
A deposit of 50% required on all jobs. Deposits are not refundable. Balance due upon completion of job.
Permits, engineering, staff time, and clock (if required) will be billed on final invoice.
This prices are valid for 30 days; prices are subject to change after 30 days.

ACCEPTANCE OF THE ABOVE CONTRACT

The above contract, schedule and terms are satisfactory, and hereby accepted and agreed upon.
Art Sign Co. shall retain title until paid in full.

In exchange for the extension of credit the undersigned agrees to the terms & conditions outlined here in.
The undersigned personally guarantees payment in full of this contract and any additional fees as listed above.

CUSTOMER SIGNATURE

DATE

SALES MANAGER SIGNATURE
Tina Mastandrea

DATE
6/7/2023

Subject to warranty and conditions on page two of this agreement

SUB-TOTAL	TBD
PERMIT	TBD
TOTAL	50%
DEPOSIT	
BALANCE	Upon completion

CONDITIONAL SALES AGREEMENT

WARRANTY: The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract being limited to making good at the factory any parts or workmanship for a period of 12 months from the date of installation. This warranty does not apply to materials and equipment, or any part thereof, if altered, modified, repaired or serviced in any way whatsoever by anyone other than the Seller.

The Seller agrees to affect the installation at its own expense. The purchaser shall provide a dedicated electrical circuit to the sign at his / her / its own expense.

Seller assumes no liability and specifically disclaims any responsibility for radio or television interference allegedly being caused by electrical sign or hardware associated with such device.

WARRANTY FOR NEW LED SIGNS AND RETROFITS:

The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract limited to making good on LED, LED power supplies and wiring, any part or workmanship for a period of 48 months from the date of installation. This warranty doesn't apply to materials and equipment or any part thereof, if altered, modified, repaired, or serviced in any way whatsoever by anyone other than the seller. Seller to mobilize to survey issue(s) within a reasonable period of time.

ACCEPTANCE: The installation shall be deemed approved in all respects and satisfactory to purchaser, unless within (5) days after erection, Purchaser notifies Seller, in writing, with specific references to any variance from this agreement, including but not limited to any deviation from the plans, specifications and conditions contained herein.

PERMITS: The Purchaser and / or Seller shall obtain the necessary permission from the owner of the premises and public authorities; whose permission is a requisite for the installation and maintenance of the installation. The revocation of such permission or failure of the Purchaser to obtain the necessary permission, or any change in the existing laws and / or regulations shall not excuse the Purchaser from any obligations of this contract.

Failure to obtain permission of public authorities shall excuse Seller from all liability.

The seller shall not be responsible for any undertaking given verbally or otherwise which is not specified in this contract, and no warranties, express or implied, represented, promised or statements have been made by Seller unless endorsed hereon in writing.

It is further understood and agreed that this contract is not subject to countermand and cancels all previous understandings either written or verbal and does not become binding upon Seller until approved by and executive officer of the Seller. This agreement is undertaken by the Seller subject to delay by strikes, breakage, or other unforeseen commercial delays. It is expressly understood that the title to the merchandise or equipment covered by this contract shall not pass to the promissory note, trade acceptances or other instruments evidencing any part of the purchase price has been paid in full.

INSTALLATION DATE: Dates of installation are estimated only and are subject to change due to permitting delays, material shortages and extreme weather conditions.

PURCHASER'S RESPONSIBILITY: The Purchaser shall be responsible for ensuring that the pole location within his / her property lines and clear of setbacks. The Purchaser will provide access to sign location for power excavating equipment and trucks. Purchaser is responsible for cost of equipment, such as a scissor lift or stage, is needed to effectuate the installation. It is assumed that ground to be excavated is free from obstructions. Purchaser is responsible for additional cost for removal of obstructions underground, removal of irrigation and landscaping, waterlines, etc., or if subnormal soil is encountered other than average medium sand (such as muck requiring piling), the extra cost will be paid by the Purchaser. The cost of removing underground obstructions such as pipelines or masonry, removing, refilling and compacting of filled ground, diversion or sealing off water seepage and the cost of such changes or additions to the pole structure or other installations necessitated by such conditions shall be paid by the Purchaser.

MATERIAL PRICE INCREASE: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and material purchase, Customer shall pay Contractor, on request, all sums by which the cost to the Contractor for any material item that has increased beyond (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products, and equipment.

Unless otherwise stated herein, site preparation, including removal or protection of trees or other vegetation, removal of pipelines or other improvements affected by this construction shall be provided for by Purchaser.

The Seller shall not be responsible for cost of moving electrical power lines. The above contract price does not include roof or building reinforcement made necessary as a result of roof structure, sign or marquee installation or the removal of metal awnings in the event they interfere with the erection of the installation.

The Purchaser agrees not to move, sell, attempt to sell, lease, mortgage, or otherwise dispose of the signage during the life of this contract. The Purchaser further agrees not to assign this contract or any of his rights hereunder, by the Purchaser, or by execution or other legal process or otherwise, or the transfer by process of law or otherwise shall, at the option of the seller, terminate all rights hereunder to purchase said property. The Seller reserves the right, in its sole discretion, sell or assign this contract after installation is completed.

BREACH OF CONTRACT: Time is expressly made the essence of this contract, but the acceptance by the Seller of any payments past due, or any part thereof, shall not be considered a waiver of this clause as to past due unpaid installments or as to any future installments to become due hereunder. If Purchaser defaults in complying with the terms hereof, then the entire unpaid balance of the purchase price shall immediately become due and payable at the option of the Seller, and the Seller shall have the right to either:

- 1) to take immediate possession of the said sign or signs and equipment without demand, and for this purpose Seller may enter upon the premises where said property may be and remove same, and to retain all sums therefore paid by the buyer as liquidated damages for use, wear, tear, and depreciation of the items hereby sold under this contract.
- 2) to take immediate possession of said sign or signs and equipment without demand, and for purpose seller may enter upon the premises where said property may be and remove same; Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient) with or without having such manner as seller may determine; from the proceeds of such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance there shall interest upon demand.
- 3) to bring suit, without retaking said merchandise or equipment, for the balance due under this contract.

In the event the Seller elects to declare all amounts due and payable hereunder it is expressly agreed that no title to said merchandise or equipment shall pass to Purchaser until all such payments have been fully made. It is further agreed in the event Seller recovers judgment in suit against Purchaser that does not title to said merchandise or equipment shall pass to Purchaser until said judgment shall have been made in full.

Seller's right to pursue and of the remedies herein provided shall never interfere with or abridge seller's right (which is hereby given) at any and all times to repossess said personal property and hold the same while Purchaser is in default under any other terms or provisions hereof. Said remedies for Seller herein provided are hereby expressly deemed by the parties hereto to be cumulative and concurrent, and not alternative, and Seller's exercise of either of said remedies shall not preclude or prevent his / her subsequent exercise of any of the others.

In the event of any default by the Purchaser on his / her part to be performed, he agrees to pay interest at the rate of 18 percent of the annum in any amounts due and owing after default, and in the event that suit is instituted to enforce any of the provisions of this contract, the Purchaser shall pay attorney's fee and all court costs incurred.

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Signage (Theme)
 Bid Package Number: 10100
 Cost Code: 10 14 63
 Division: 10

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:	
Description	Quantity	Unit	Price
Subcontractor Bid Proposal	1 LS	n/a	
Bond Premium			
Signage: Theme	12	40,104	
Sign		6,000	
Permit Fees		Included	
Bolted to Concrete Header Curb			
Bond Premium Adjustment			
Final Price Adjustment			
MWBE Participation (A.W.H.O)			
TOTALS:		46,104	Art Sign
BEST COMBINATION:		46,104	Art Sign

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

1) _____

2) _____

3) _____

4) _____

5) _____



SIGN
COMPANY, INC



State Certified
#ES-12000565

BUSINESS IDENTIFICATION SYSTEMS SINCE 1947

DATE 6/7/2023

835 N.W. 6th Ave., Ft. Lauderdale, FL 33311 • Phone (954)7634410 • Fax (954) 763-2736

BILL TO:	JOB LOCATION:
State Contracting & Engineering Corp.	Downtown East of Ocean Drive
5391 N Nob Hill Rd	Lauderdale by the Sea
Sunrise, FL 33351	
954-303-3596	
Leah Griffin lgriffin@statecontracting.com	Tina Mastandrea

Fabricate and install (12) Theme signs per approved drawings.
Signs are fabricated per L-114 Sheet 5 of the Permit set provided by client.
Size: 48" h x 7" wide with 14" w x 18 3/4" h Acrylic panel for menu board.
Theme designs vary at 18" w x 28" h

Installation is surface mounted to concrete at various locations.

The cost is \$3,342.00 each.

\$40,104.00

****If we need to permit that will add \$500 each sign for Staff time and engineering required to permit. Permit fee is TBD and a pass thru to the client.**

\$6,000.00

Handwritten: TOTAL \$46,104-

PERMIT - cost is determined by local municipality and will be billed additional on final invoice

TIME CLOCK - Final inspections require an authorized time clock be in place. If not existing at time of inspection, Art Sign Co. will install one at an additional cost of \$675.00 to the client in order to close out permits.

ELECTRIC SERVICE - The client is responsible to furnish dedicated electrical service to within 5 feet from the sign location. If not in place at the time of inspection, additional fees may apply to extend the permit for re-inspections.

OFF HOURS LABOR - If for any reason, the property owner or the city requires installations to occur after normal business hours or during a weekend, additional costs will be added to the final invoice.

ROAD CLOSURE - or any required special logistics, such as having traffic control officers or barricade workers will be an additional cost involved to the client.

SEASONAL FEES AND MEETINGS - Any meetings or city requirements other than normal permitting will be invoiced as additional. Any additional costs such as parking or street permits, and staff time to obtain such will be invoiced as additional to the contract price.

INSPECTIONS - After the initial visit for final inspection by Art Sign Company to the installation location the inspection is closed, for reasons that are not the direct responsibility of Art Sign Company, the client will be responsible for all fees incurred in relation to re-inspecting the project.

Subject to warranty and conditions on back side of this agreement.

A deposit of 50% required on all jobs. Deposits are not refundable. Balance due upon completion of job.

Permits, engineering, staff time, and clock (if required) will be billed on final invoice.

This prices are valid for 30 days; prices are subject to change after 30 days.

ACCEPTANCE OF THE ABOVE CONTRACT

The above contract, schedule and terms are satisfactory, and hereby accepted and agreed upon.

Art Sign Co. shall retain title until paid in full.

In exchange for the extension of credit the undersigned agrees to the terms & conditions outlined here in.

The undersigned personally guarantees payment in full of this contract and any additional fees as listed above.

CUSTOMER SIGNATURE	DATE
<i>[Signature]</i>	6/7/2023
SALES MANAGER SIGNATURE	DATE
<i>[Signature]</i>	6/7/2023

Subject to warranty and conditions on page two of this agreement

SUB-TOTAL	\$46,104.00
PERMIT	
TOTAL	
DEPOSIT	50%
BALANCE	Upon completion

CONDITIONAL SALES AGREEMENT

WARRANTY: The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract being limited to making good at the factory any parts or workmanship for a period of 12 months from the date of installation. This warranty does not apply to materials and equipment, or any part thereof, if altered, modified, repaired or serviced in any way whatsoever by anyone other than the Seller.

The Seller agrees to effect the installation at its own expense. The purchaser shall provide a dedicated electrical circuit to the sign at his / her / its own expense.

Seller assumes no liability and specifically disclaims any responsibility for radio or television interference allegedly being caused by electrical sign or hardware associated with such device.

WARRANTY FOR NEW LED SIGNS AND RETROFITS:

The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract limited to making good on LED, LED power supplies and wiring, any part or workmanship for a period of 48 months from the date of installation. This warranty doesn't apply to materials and equipment or any part thereof, if altered, modified, repaired, or serviced in any way whatsoever by anyone other than the Seller. Seller to mobilize to survey, issue(s) within a reasonable period of time.

ACCEPTANCE: The installation shall be deemed approved in all respects and satisfactory to purchaser, unless within (5) days after erection, Purchaser notifies Seller, in writing, with specific references to any variance from this agreement, including but not limited to any deviation from the plans, specifications and conditions contained herein.

PERMITS: The Purchaser and / or Seller shall obtain the necessary permission from the owner of the premises and public authorities; whose permission is a requisite for the installation and maintenance of the installation. The revocation of such permission or failure of the Purchaser to obtain the necessary permission, or any change in the existing laws and / or regulations shall not excuse the Purchaser from any obligations of this contract.

Failure to obtain permission of public authorities shall excuse Seller from all liability.

The seller shall not be responsible for any undertaking given verbally or otherwise which is not specified in this contract, and no warranties, express or implied, represented, promised or statements have been made by Seller unless endorsed hereon in writing.

It is further understood and agreed that this contract is not subject to countermand and cancels all previous understandings either written or verbal and does not become binding upon Seller until approved by and executive officer of the Seller. This agreement is undertaken by the Seller subject to delay by strikes, breakage, or other unforeseen commercial delays. It is expressly understood that the title to the merchandise or equipment covered by this contract shall not pass to the promissory note, trade acceptances or other instruments evidencing any part of the purchase price has been paid in full.

INSTALLATION DATE: Dates of installation are estimated only and are subject to change due to permitting delays, material shortages and extreme weather conditions.

PURCHASER'S RESPONSIBILITY: The Purchaser shall be responsible for ensuring that the pole location within his / her property lines and clear of setbacks. The Purchaser will provide access to sign location for power excavating equipment and trucks. Purchaser is responsible for cost of equipment, such as a scissor lift or stage, is needed to effectuate the installation. It is assumed that ground to be excavated is free from obstructions. Purchaser is responsible for additional cost for removal of obstructions underground, removal of irrigation and landscaping, waterlines, etc., or if subnormal soil is encountered other than average medium sand (such as much requiring piling); the extra cost will be paid by the Purchaser. The cost of removing underground obstructions such as pipelines or masonry, removing, refilling and compacting of filled ground, diversion or sealing off water seepage and the cost of such changes or additions to the pole structure or other installations necessitated by such conditions shall be paid by the Purchaser.

MATERIAL PRICE INCREASE: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and material purchase, Customer shall pay Contractor, on request, all sums by which the cost to the Contractor for any material item that has increased beyond (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products, and equipment.

Unless otherwise stated herein, site preparation, including removal or protection of trees or other vegetation, removal of pipelines or other improvements effected by this construction shall be provided for by Purchaser.

The Seller shall not be responsible for cost of moving electrical power lines. The above contract price does not include roof or building reinforcement made necessary as a result of roof structure, sign or marquee installation or the removal of metal awnings in the event they interfere with the erection of the installation.

The Purchaser agrees not to move, sell, attempt to sell, lease, mortgage, or otherwise dispose of the signage during the life of this contract. The Purchaser further agrees not to assign this contract or any of his rights hereunder, by the Purchaser, or by execution or other legal process or otherwise, or the transfer by process of law or otherwise shall, at the option of the seller, terminate all rights hereunder to purchase said property. The Seller reserves the right, in its sole discretion, sell or assign this contract after installation is completed.

BREACH OF CONTRACT: Time is expressly made the essence of this contract, but the acceptance by the Seller of any payments past due, or any part thereof, shall not be considered a waiver of this clause as to past due unpaid installments or as to any future installments to become due hereunder. If Purchaser defaults in complying with the terms hereof, then the entire unpaid balance of the purchase price shall immediately become due and payable at the option of the Seller, and the Seller shall have the right to either:

- 1) to take immediate possession of the said sign or signs and equipment without demand, and for this purpose Seller may enter upon the premises where said property may be and remove same, and to retain all sums therefore paid by the buyer as liquidated damages for use, wear, tear, and depreciation of the items hereby sold under this contract.
- 2) to take immediate possession of said sign or signs and equipment without demand, and for purpose seller may enter upon the premises where said property may be and remove same; Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient) with or without having such manner as seller may determine; from the proceeds of such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance there shall interest upon demand.
- 3) to bring suit, without retaking said merchandise or equipment, for the balance due under this contract.

In the event the Seller elects to declare all amounts due and payable hereunder it is expressly agreed that no title to said merchandise or equipment shall pass to Purchaser until all such payments have been fully made. It is further agreed in the event Seller recovers judgment in suit against Purchaser that does not title to said merchandise or equipment shall pass to Purchaser until said judgment shall have been made in full.

Seller's right to pursue and of the remedies herein provided shall never interfere with or abridge seller's right (which is hereby given) at any and all times to repossess said personal property and hold the same while Purchaser is in default under any other terms or provisions hereof. Said remedies for Seller herein provided are hereby expressly deemed by the parties hereto to be cumulative and concurrent, and not alternative, and Seller's exercise of either of said remedies shall not preclude or prevent his / her subsequent exercise of any of the others.

In the event of any default by the Purchaser on his / her part to be performed, he agrees to pay interest at the rate of 18 percent of the annum in any amounts due and owing after default, and in the event that suit is instituted to enforce any of the provisions of this contract, the Purchaser shall pay attorney's fee and all court costs incurred.

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Electrical
 Bid Package Number: 16050
 Cost Code: 26 00 00
 Division: 26

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	Universal Elec.	Reliable Elec.	NO BID	NO BID	Estimate	Estimate
Subcontractor Bid Proposal	1 LS	635,553	630,970	764,740	NO BID	n/a	n/a
Bond Premium		add below	add below	add below			
Demo Existing		Included	Included	Included			
New Breakers		Included	Included	Included			
GFI WP Outlets w/ Conduit & Wiring		Included	Included	Included			
Lighting + Controls w/ Conduit & Wiring		Included	Included	Included			
Lighting Precast Foundations & Calcs		Included	Included	Included			
Breakaway Couplings		Not Included	Not Included	Not Included			
Bond Premium Adjustment		12,711	18,929	10,706			
Final Price Adjustment							
MWBE Participation (A.W.H.O)							
TOTALS:		638,264	649,899	776,446	0	0	0

BEST COMBINATION: 648,264 Universal Elec.

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

Universal Elec.

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



Universal

Electric of Florida, Inc.

6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

Estimate / Scope of Work

Date	Estimate #
6/16/2023	DZ-2315-R1

Proposal Submitted to:
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351 Attn: Adrian Viera

Job Name and address
Lauderdale by the Sea - Streetscape Ltg. Downtown East of Ocean Drive.. Lauderdale by the Sea, FL 33308 Project #2212

Architect: Architectural Alliance

Engineer: Yahya Consultants

Drawings: Issued for Permit Set dated 3/20/23.

Item#	Items Included	Comments
1	Demo (10) existing Decorative Light Pole with heads; includes removal of existing Pole Anchor Bases.	
2	Demo (8) existing Bollards; wiring and Anchor Bases to remain as per drawings and drawing notes.	
3	Furnish and install (14) Type LLF-1 Poles and Single heads and new Anchor Bases as per drawings.	
4	Furnish and install (6) Type LLF-2 Poles and Single heads and new Anchor Bases as per drawings.	
5	Includes (14) PVC Brooks Boxes located in Planters and (2) Quazite Boxes with Traffic rated covers in the Islands.	Excludes Brooks Boxes for the (4) LLF-1 Poles in the Plaza Area.
6	Furnish and install (20) new Type LLF-3 Bollards with (12) new Anchor Bases as per drawings. (8) Anchor Bases in the Plaza to remain.	Existing wiring for Plaza Bollards to remain as per drawing notes.
7	Furnish and install conduits and wiring for (16) runs of Type LLF-4 Neon Blaze Amber LED Lighting in Concrete Planters with LED Drivers.	
8	Includes extending existing conduits and wiring as necessary.	
9	Furnish and install (16) WP GFI's with Bell Boxes and WP Covers.	
10	Includes Trenching, Back-filling, Compaction, of all new conduits.	Removal of existing Pavers is by others.
11	Includes Concrete and Asphalt cutting and removal where required.	
12	Wiring to be done in PVC and Sealtight Flex with copper conductors.	
13	Daily removal of Trash to GC provided Dumpster.	
14	Sales Tax.	
	End of Items Included	



Universal

Electric of Florida, Inc.

6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

Estimate / Scope of Work

Date	Estimate #
6/16/2023	DZ-2315-R1

	Items NOT Included	Comments
1	FPL, Engineering, AT&T, and or CATV Fees.	
2	Supply of Breakaway Couplings for Lighting Poles and Bollards.	See Alternate Adder Below
3	Weekend and Overtime Labor - Bid based upon 40 Hour Workweek.	
4	Wall and Drywall patching, painting, and repairing.	By others.
5	Concrete and Asphalt Walkway patching and repairs.	By others.
6	Site Restoration.	By others.
7	Temporary Power for GC Trailer.	
8	GPR Scanning of Site - By SCEC	
9	Any work not shown on the drawings or in the specifications.	
10	Bond Fees.	
11	Permit Fees.	

End of Items Excluded

Base Price \$ 635,553.00

Adder for Payment and Performance Bond \$ 12,711.06

~~Alternate Adder for Breakaway-Coupling per Fixture~~ \$ ~~676.00~~

Note this Proposal may be withdrawn by us if not accepted within 30 Days

DUE TO ONGOING SUPPLY CHAIN ISSUES AND GOVERNMENTAL TARIFFS, ALL QUOTATIONS ARE VALID 30 DAYS FROM THE QUOTED DATE UNLESS OTHERWISE STIPULATED

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due

date
Right to Increase Price - Universal Electric reserves the right to increase the price of goods or services to reflect any increase in our costs for those goods and or services caused by an increase in the price charged by our suppliers.

Authorized Signature: *David Zubak*

Date: 6/16/23

Acceptance Signature:

Date:

N
total: \$ 648,264-

Lauderdale-by-the-Sea - Streetscape Beautification

Bid shall include the following:

Item Description		
No.	GENERAL ITEMS:	Y/N
G-01	All subcontractors that have a direct contract or purchase order with SCEC that requires labor on site must maintain a Workmen's Compensation Policy in the subcontractors name according to state standards and requirements. Policies from second tier subcontractors or labor leasing agencies are not acceptable.	Y
G-02	Provide daily cleanup within scope of work, into dumpsters supplied by SCEC.	Y
G-03	All sub contractors prices MUST be held for a period of sixty (60) days.	Y
G-04	Provide power to temporary construction trailer.	N ✓
G-05	Furnish and install a complete an operational Electrical System per plans and specifications.	Y
G-06	Furnish and install all life safety functions in compliance with plans and specifications. Reference Architectural and/or other divisions not specifically included herein for coordination of systems provided by others.	Y
G-07	Furnish and install all site electrical work shown, including work shown on civil and architectural plans.	Y
G-08	Provide all excavation, backfilling, compaction, cutting & patching, coring for this scope.	Y
G-09	Provide layout drawings of all equipment (electrical panels, electrical apparatus) for coordination with work of others and to provide proper clearances and access for service. Coordinate required concrete work (house keeping pads) with superintendent.	Y
G-10	Maintain erosion control mechanism during this scope of work as required.	Y
G-11	Provide all shop drawings and engineering required within two weeks after award.	Y
No.	JOB SPECIFIC:	Y/N
S-01	Scope includes carrying out Electrical work in accordance with drawings and specifications.	Y
S-02	Drawing References: L-112, L-113, L-115, L-401 & L-410 + E-01 to E-07.	Y
	<u>Work including but not limited to the following to produce a functional system:</u>	
S-03	Coordinate Electrical plans/drawings with Landscape Architect.	Y
S-04	Site lightings as shown, including power and fixtures in accordance with drawings and specifications.	Y
S-05	Furnish labor, equipment, and materials to effect a complete integrated and proper functioning system as shown/depicted on drawings and specifications.	Y
S-06	Work shall be done in accordance with latest edition of the NEC, and all codes and ordinances of AHJ.	Y
S-07	Materials provided shall be new and in conformance with applicable provisions of NEMA, ANSI, UL, etc. and shall bear an underwriter's label where applicable.	Y
S-08	Landscaping: Electrical wiring, hook-up of controller, rain sensors, grounding of system. And provide certification grounding certification. Inspections and coordination meetings.	N ✓
S-09	Coordinate with other trades for avoidance of conflict/interference.	Y
S-10	Field verify existing conditions.	Y
S-11	Permit fees and inspections required.	N & Y ✓
S-12	Submittals for approval.	Y
S-13	Provide as-built drawings.	Y
S-14	Provide requisite warranty and guarantee.	Y
S-15	Work shall be performed by a licensed electrical contractor.	Y
S-16	Material/equipment and shop drawings submittals for approval prior to commencement of the work.	Y
S-17	Coordinate with FPL where necessary.	Y
S-18	Light fixtures are in accordance fixture schedule.	Y
S-19	Provide precast light pole bases for new. Disregard any reference to cast-in-place.	Y
No.	OTHER:	Y/N
O-1	None	✓
No.	SCHEDULE	
S-1	Refer to cover page for notes.	?
No.	ALTERNATES AND UNIT PRICES	
A-01	None	



Address:
1700 NW 22nd Ave
Pompano Beach, FL 33069

Contact Information:
Ph: 954-975-8200
E: kec@kilowatt-electric.com

Website:
www.kilowatt-electric.com

License Number:
EC-13001961

CUSTOMER	SERVICE LOCATION	ESTIMATE #	
SCEC 5391 North Nob Hill Road Sunrise, FL, 33351	5391 North Nob Hill Road Sunrise, FL, 33351	42355	
		DATE	06/06/2023
		PO #	
		EXPIRATION	07/10/2023

DESCRIPTION	
	PROJECT: Streetscape Beautification ADDRESS: Downtown East of Ocean Drive, Lauderdale-By-The-Sea, Florida DESCRIPTION: The work is for Lauderdale By The Sea. Proposal includes all electrical labor, material and equipment as per electrical drawings. All electrical drawings are dated 02/13/2023. Please note that: - Pricing & Labor hours are figured from the Intellibid database. - Bid includes all items on Electrical Bid Package SCOPE: DEMOLITION: - Removal Of Existing Electrical Per Plan LIGHTING: - Lighting Fixtures - Lighting Controls including Switches & Sensors - Cables & Conduits MISCELLANEOUS: - Allowances - Trenching & Backfilling - Saw Cut - Junction Boxes EXCLUSIONS: - Liability for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others. - Bonding and/or special insurance requirements. - Independent electrical testing if required. - Utility charges or fees. - Repair of all existing hard surfaces. - Premium time.

Estimate				
Description	Qty	Rate	Tax	Total
Total - Labor, Materials, Equipment Labor, Materials, Equipment	1.00	\$630,970.00	\$0.00	\$630,970.00

Estimate Total:

\$630,970.00
 Add: P&P Bond @ 3% ~~\$18,929.10~~
 TOTAL: \$649,899.10

CUSTOMER MESSAGE

**This proposal is based upon quoted material prices good until the Proposal Valid Thru date. Due to fluctuation in material pricing, this proposal is an estimated cost only after that date. Upon finalization and acceptance of said contract a final proposal will be submitted with actual pricing at the time. Price is subject to change due to the volatility of the commodity market. Kilowatt shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

**PERMITS, PHOTOMETRIC, ENGINEERING, BORES, LAYOUTS, ASPHALT REPAIR, DRYWALL REPAIR, CONCRETE REPAIR, PAINTING, STAKE OUT, SURVEYS, BONDS, MOT, EROSION CONTROL, REMOVAL & RESTORATION OF SOD, LANDSCAPING, PAVERS, FENCING, IRRIGATION, FIRE ALARM, AUDIO WIRING, LIGHTNING PROTECTION, AND IRRIGATION REPAIR ARE NOT INCLUDED IN THIS PRICE.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. All legal fees needed for collection are at customers' expense.

**All stake outs to be done by others, this contractor assumes no liability for unmarked utilities damaged by excavation. We use a rapid trench technique and supply a rough backfill only. We are not responsible for any landscape restoration. Proposal does not include picking up any FP&L material. Site must be within 2" of finished grade or vertical grades stakes must be supplied. Permit costs not included.

*We accept Visa, Mastercard, American Express, checks, and ACH transfers.

*All credit card payments are subject up to a 3% processing fee.

Approval Signature: _____

Print Name: _____

Date: _____

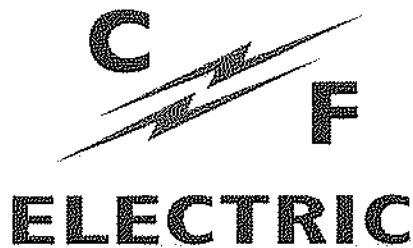


BID PACKAGE ELECTRICAL

Lauderdale-by-the-Sea - Streetscape Beautification

Bid shall include the following:

Item Description		
No.	GENERAL ITEMS:	Y/N
G-01	All subcontractors that have a direct contract or purchase order with SCEC that requires labor on site must maintain a Workmen's Compensation Policy in the subcontractors name according to state standards and requirements. Policies from second tier subcontractors or labor leasing agencies are not acceptable.	Y
G-02	Provide daily cleanup within scope of work, into dumpsters supplied by SCEC.	Y
G-03	All sub contractors prices MUST be held for a period of sixty (60) days.	Y
G-04	Provide power to temporary construction trailer.	Y
G-05	Furnish and install a complete an operational Electrical System per plans and specifications.	Y
G-06	Furnish and install all life safety functions in compliance with plans and specifications. Reference Architectural and/or other divisions not specifically included herein for coordination of systems provided by others.	Y
G-07	Furnish and install all site electrical work shown, including work shown on civil and architectural plans.	Y
G-08	Provide all excavation, backfilling, compaction, cutting & patching, coring for this scope.	Y
G-09	Provide layout drawings of all equipment (electrical panels, electrical apparatus) for coordination with work of others and to provide proper clearances and access for service. Coordinate required concrete work (house keeping pads) with superintendent.	Y
G-10	Maintain erosion control mechanism during this scope of work as required.	Y
G-11	Provide all shop drawings and engineering required within two weeks after award.	Y
No.	JOB SPECIFIC:	Y/N
S-01	Scope includes carrying out Electrical work in accordance with drawings and specifications.	Y
S-02	Drawing References: L-112, L-113, L-115, L-401 & L-410 + E-01 to E-07.	Y
	Work including but not limited to the following to produce a functional system:	Y
S-03	Coordinate Electrical plans/drawings with Landscape Architect.	Y
S-04	Site lightings as shown, including power and fixtures in accordance with drawings and specifications.	Y
S-05	Furnish labor, equipment, and materials to effect a complete integrated and proper functioning system as shown/depicted on drawings and specifications.	Y
S-06	Work shall be done in accordance with latest edition of the NEC, and all codes and ordinances of AHJ.	Y
S-07	Materials provided shall be new and in conformance with applicable provisions of NEMA, ANSI, UL, etc. and shall bear an underwriter's label where applicable.	Y
S-08	Landscaping: Electrical wiring, hook-up of controller, rain sensors, grounding of system. And provide certification grounding certification. Inspections and coordination meetings.	Y
S-09	Coordinate with other trades for avoidance of conflict/interference.	Y
S-10	Field verify existing conditions.	Y
S-11	Permit fees and inspections required.	Y
S-12	Submittals for approval.	Y
S-13	Provide as-built drawings.	Y
S-14	Provide requisite warranty and guarantee.	Y
S-15	Work shall be performed by a licensed electrical contractor.	Y
S-16	Material/equipment and shop drawings submittals for approval prior to commencement of the work.	Y
S-17	Coordinate with FPL where necessary.	Y
S-18	Light fixtures are in accordance fixture schedule.	Y
S-19	Provide precast light pole bases for new. Disregard any reference to cast-in-place.	Y
No.	OTHER:	Y/N
O-1	None	Y
No.	SCHEDULE	
S-1	Refer to cover page for notes.	Y
No.	ALTERNATES AND UNIT PRICES	
A-01	None	Y



June 9, 2023

ELECTRICAL BID & SCOPE SHEET FOR

Lauderdale by the Sea

Streetscape Improvements – East of Ocean Drive

Base Bid: \$ 764,740.00

- Per plans and specifications, we received, dated 2/13/23.
- Lighting fixture package as per specified.
- Lighting fixture hardware, structural supports, and structural base foundations included.
- All wind load calculations and pole certification included.
- All switchgear is existing. All new switchgear breakers and branch circuits included for site lighting upgrades.
- Electrical bond fees excluded from base bid. We are bondable at 1.4%
- Any / all patching, concrete restoration, asphalt restoration, and painting by others.
- All MOT excluded.
- All permit fees excluded.

C & F ELECTRIC, INC.
1660 NW 65th Avenue, Suite 5, Plantation, Florida 33313
Phone: 954.791.1114 / Fax: 954.791.4448

Lauderdale-by-the-Sea: Streetscape Beautification

Date of Bid: June 10, 2023
 Scope of Work: **Sitework**
 Bid Package Number: 02300
 Cost Code: 31 00 00
 Division: 31

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Stanford	R/D	880 Paving	All-Rite Paving	
Subcontractor Bid Proposal	1 LS					
Bond Premium		add below	add below	incomplete	NO BID	n/a
Phasing Plan Approach		Included	Not Included			
Mobilization		11,000	3,600			
Erosion Control		2,277	9,611			
MOT		BY SCEC	BY SCEC			
Survey & As Builts		25,740	17,204			
Tree Clearing		BY LANDSCAPE	BY LANDSCAPE			
Grubbing		3,525	6,375			
Site Demolition		102,437	83,195			
Drainage		105,907	27,600			
Earthwork		26,692	Included			
Asphalt Pavement, Mill & Resurface + New						
Limerock		91,825	140,660			
Site Concrete		65,253	62,445			
Striping & Signage		21,275	18,465			
Adjustments:						
As-Builts		n/a	8,000			
Phasing Plan Approach		n/a	18,000			
Demo Header Band		n/a	4,000			
Drainage Inlet Modification		n/a	55,000			
Bond Premium Adjustment		9,119	15,895			
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:		465,050	470,050	0	0	0
BEST COMBINATION:		465,050	Stanford			

SELECTED SUBCONTRACTOR: **Stanford**

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

1) _____

2) _____

3) _____

4) _____

5) _____



STANFORD CONSTRUCTION CO.

Broward Office: 1081 NW 12th Terrace,
Pompano Beach, FL 33069
Tel: (954) 783-6922/ Fax: (954) 783-6925
Miami Office: 99 NW 183rd, Suite # 239B (1),
Miami Gardens, FL 33169
Tel: (305) 770-1470

PALM BEACH COUNTY SCHOOL BOARD CERTIFIED SBE - STATE OF FLORIDA CERTIFIED MBE - BROWARD COUNTY CERTIFIED DBE
BROWARD COUNTY SCHOOL BOARD MBE - MIAMI-DADE COUNTY SCHOOL BOARD MBE - PALM BEACH COUNTY SCHOOL BOARD MBE

BID PROPOSAL

TO: STATE CONTRACTING & ENGINEERING CORP.
5381 N. NOSH HILL ROAD
SUNRISE, FL, 33351

8/5/2023

TEL: 954-923-4747
FAX: N/A

ATTN: ADRIAN VIERA

PROJECT: DOWNTOWN EAST OF OCEAN
LOCATION: LAUDERDALE BY THE SEA

PLANS & SPECIFICATIONS:

AS PER PLANS BY: ALAN ENGINEERING

PLAN SHEETS	
SHEETS	DATED
01, 02, 04	1/10/23
01, 02, 03C	5/10/2023
03	5/20/2023

MOBILIZATION: \$ 11,000.00

- INCLUDES: - MOBILIZATION AND DEMOBILIZATION OF CREWS AND EQUIPMENT FOR OUR SCOPE OF THE PROJECT
- EXCLUDES: - ANY ADDITIONAL MOBILIZATIONS NOT LISTED ABOVE

EROSION CONTROL: \$ 2,277.00

- INCLUDES: - SINKHOLE PROTECTIONS

MAINTENANCE OF TRAFFIC: BY OTHERS

- MAINTENANCE OF TRAFFIC FOR STANFORD CONSTRUCTION'S SCOPE OF WORK

SURVEY LAYOUT & AS-BUILTS: \$ 25,740.00

- SURVEY LAYOUT FOR STANFORD CONSTRUCTION'S SCOPE OF WORK
- AS-BUILTS FOR STANFORD CONSTRUCTION'S SCOPE OF WORK

TREE CLEARING: BY OTHERS

- EXCLUDES: - ANY RELOCATION OR PROTECTION OF ANY EXISTING TREES TO REMAIN ON THE SITE
- ANY PROPOSED LANDSCAPING OR TREES

GRUBBING: \$ 3,525.00

- INCLUDES: - SURFICIAL STRIPPING FOR UP TO 6" OF EXISTING VEGETATION IN THE PAVEMENT SUBGRADE AREAS AND THE BUILDING PAD

DEMOLITION: \$ 102,437.00

INCLUDES THE FOLLOWING:

- 157 LF DEMOLISH THE EXISTING "F" CURB
- 612 LF DEMOLISH THE EXISTING "D" CURB
- 738 LF DEMOLISH THE EXISTING "VALLEY" CURB
- 117 SY DEMOLISH THE EXISTING ASPHALT PAVEMENT
- 6,206 SF DEMOLISH THE EXISTING CONCRETE PAVEMENT
- 101 LF SAWCUT THE EXISTING CONCRETE PAVEMENT
- 22,908 SF DEMOLISH THE EXISTING BRICK PAVERS
- 886 LF SAWCUT THE EXISTING ASPHALT AT THE PROPOSED TIE INS
- 804 LF DEMOLISH THE EXISTING HEADER BAND
- 15 CY OVER EXCAVATE EXISTING ROCK BASE FOR NEW GREEN

- EXCLUDES: - ANY REMOVAL OF ANY EXISTING UTILITIES NOT LISTED BELOW
- ANY REMOVAL OF THE EXISTING LIGHTING
- ANY REMOVAL OF THE EXISTING CONCRETE MASONRY WALL
- ANY REMOVAL OF THE EXISTING GALVANIZED FENCING
- ANY REMOVAL OF THE EXISTING BUILDINGS
- ANY REMOVAL OF THE EXISTING DUMPSTER ENCLOSURE WALLS

DRAINAGE:		\$	105,907.00
2 CASTING IN PLACE TYPE 5 INLET			
4 CASTING IN PLACE W/ USF 5130-6158 NOT \$115-6220			
- INCLUDES:	- CLEANING OF EXISTING STRUCTURES - REMOVAL OF EXISTING TOPSLAB AND CASTING		
EARTHWORK:		\$	26,692.00
	- CUT, BALANCE, BACKFILL, AND ROUGH GRADE THE BUILDING GREEN AREAS SUBGRADE WITH THE EXISTING SITE MATERIAL - CUT, BALANCE, BACKFILL, AND FINE GRADE THE BRICK PAVEMENT SIDEWALK AREAS SUBGRADE WITH THE EXISTING SITE MATERIAL - BACKFILL THE PLANTER ISLANDS WITH THE EXISTING SITE MATERIAL		
- INCLUDES THE FOLLOWING FOR QUANTITIES:			
28,054 SF BRICK PAVEMENT COMPACTED SUBGRADE			
4,000 SF BUILDING GREEN AREAS			
24 CY EXCAVATE 1' CUT THE EXISTING SITE MATERIAL			
24 CY HAUL OFF THE EXCESS SITE MATERIAL			
- EXCLUDES:	- ANY PROCESSED TOPSOIL OR SODDING FOR THE PLANTER ISLANDS OR LANDSCAPED AREAS - ANY CU SOIL		
ASPHALT PAVEMENT:		\$	91,825.00
- INCLUDES THE FOLLOWING FOR QUANTITIES:			
305 SY 4" LIMEROCK PAD FOR CURBING			
3,206 SY 4" LIMEROCK BASE FOR BRICK PAVEMENT			
1,353 SY 1" MILLING & OVERLAY FOR THE EXISTING ASPHALT (SP 9.5) QUALITY (2 MOBILIZATIONS)			
- INCLUDES:	PRICING ABOVE FOR THE ASPHALT IS BASED ON TWO (2) MOBILIZATIONS FOR THE PAVING		
CONCRETE:		\$	65,253.00
- INCLUDES THE FOLLOWING FOR QUANTITIES:			
180 LF 8" X 18" TYPE "D" CURBING			
659 LF 24" WIDE TYPE "F" CURBING			
57 LF 24" WIDE VALLEY GUTTER			
895 LF 8" X 8" HEADER CURB W/ (2) #4 BAR			
- EXCLUDES:	- ANY BOLLARDS, ENCLOSURE BLOCK WALLS, ENCLOSURE FENCING, OR ENCLOSURE GATES FOR THE DUMPSTER AREAS - ANY CONCRETE FOR LOW WALL		
STRIPING & SIGNAGE:		\$	21,275.00
- INCLUDES:	- STRIPING, SIGNAGE, AND CAR STOPS AS SHOWN ON THE PLANS - TEMPORARY PAINT ON MILLED SURFACE		
GENERAL SITE EXCLUSIONS:	- EXCLUDES ANY PUBLIC WORKS PERMIT FEES REQUIRED - EXCLUDES ANY PROCESSED TOPSOIL OR SODDING FOR THE LANDSCAPED AREAS - EXCLUDES ANY SOILS OR DENSITY TESTING - EXCLUDES ANY DERM OR FDOT PERMIT FEES (TO BE FURNISHED BY THE OWNER) - EXCLUDES ANY ROOT BARRIER - EXCLUDES ANY TEMPORARY WATER OR SANITARY FACILITY		
FOUR HUNDRED & FIFTY FIVE THOUSAND NINE HUNDRED & SEVENTY ONE DOLLARS	BASE BID TOTAL:	\$	455,931.00

TERMS AND CONDITIONS OF AGREEMENT TO PROPOSAL

All prices quoted are subject to Florida sales tax where applicable. This quotation is subject to acceptance within thirty (30) days.

Our terms are net, no discounts. Invoices will be submitted as work progresses, based upon approximate quantities of work completed. Retainage will be withheld by the City and will be due and payable by the 15th of the following month. If payment remains unpaid after thirty (30) days from date of statement, Customer agrees to pay the maximum interest rate allowed by law on the unpaid balance, and further agrees to pay all court and auction reasonable attorney fees incurred in collection of the account.

AUTHORIZED SIGNATURE:

STANFORD AMRITT

DATE

ALTERNATES

PAYMENT & PERFORMANCE BOND ADD

ADD 2%

- ADD 2% TO THE BASE BID AND ANY ALTERNATES TAKEN IF A PAYMENT & PERFORMANCE BOND IS REQUIRED

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Phone #	Fax #
786-464-9056	786-551-2451

Date	Price Quote #
6/7/2023	202893

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	CONSTRUCTION ENTRANCE -STABILIZED 6" THICK LAYER OF 2-3 INCH COURSE AGGREGATE STONE -12'X50	1	EA	3,600.00	✓ 3,600.00
SITE DEV	SILT FENCE	2,084	LF	4.00	✓ 8,336.00
SITE DEV	INLET PROTECTION	17	EA	75.00	✓ 1,275.00
SITE DEV	TREE PROTECTION -ORANGE COLORED HEAVY DUTY WARNING BARRIER FENCE	64	EA	175.00	11,200.00 596
SITE DEV	EXISTING STRIPING TO BE REMOVED VIA WATER BLASTING	1	LS	3,500.00	✓ 3,500.00
SITE DEV	CLEAR AND GRUB -SMALL SHRUBS	1,275	SF	5.00	✓ 6,375.00
SITE DEV	EXISTING TREES TO BE REMOVED *PLEASE NOTE: 16 TREES TO BE RELOCATED/REPLANTED BY OTHERS	18	EA	650.00	11,700.00 SITE/CIVIL
SITE DEV	EXISTING BRICK PAVERS TO BE REMOVED	23,325	SF	1.80	✓ 41,985.00
SITE DEV	EXISTING CONCRETE TO BE REMOVED	6,164	SF	2.00	✓ 12,328.00
SITE DEV	EXISTING ASPHALT TO BE REMOVED	996	SF	2.00	✓ 1,992.00

Thank you and we look forward to doing business with you!

Total

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	EXISTING PLANTERS TO BE REMOVED	11	EA	500.00	✓ 5,500.00
SITE DEV	EXISTING TYPE D CURB TO BE REMOVED	546	LF	5.00	✓ 2,730.00
SITE DEV	EXISTING VALLEY GUTTER TO BE REMOVED	596	LF	5.00	✓ 2,980.00
SITE DEV	EXISTING TYPE F CURB TO BE REMOVED	300	LF	5.00	✓ 1,500.00
SITE DEV	EXISTING DROP CURB TO BE REMOVED	36	LF	5.00	✓ 180.00
SITE DEV	EXISTING ADA PAD TO BE REMOVED	14	EA	150.00	✓ 2,100.00
SITE DEV	EXISTING STORM MANHOLE TOP SLAB, FRAME AND GRATE TO BE REMOVED	2	EA	1,200.00	✓ 2,400.00
SITE DEV	EXISTING CATCH BASIN TOP SLAB, FRAME AND GRATE TO BE REMOVED	5	EA	1,200.00	✓ 6,000.00
SITE DEV	PROPOSED 1" MILLING AND RESURFACING	11,080	SF	3.30	✓ 36,564.00
SITE DEV	PROPOSED TYPE D CURB -NO REINFORCEMENTS	149	LF	24.00	✓ 3,576.00
SITE DEV	PROPOSED TYPE F CURB AND GUTTER -NO REINFORCEMENTS	870	LF	30.00	✓ 26,100.00
SITE DEV	PROPOSED VALLEY GUTTER	126	LF	25.00	✓ 3,150.00

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	PROPOSED PAVERS -8"X8"X2-3/8" PA-2 - ARTISTIC PAVERS PEDESTRIAN SIDEWALK FIELD -SAND BED	19,899	SF	7.00	139,293.00 <i>PAVER SUB</i>
SITE DEV	PROPOSED PAVERS - 8"X12"X2-3/8" PA-1 - ARTISTIC PAVERS GRANITE LOCK DINING PAVING FIELD -SAND BED	7,139	SF	7.50	53,542.50 <i>PAVER SUB</i>
SITE DEV	PROPOSED PAVER LINE -8"X8"X2-3/8" PA-6 ARTISTIC PAVERS PEDESTRIAN SIDEWALK BAND -SAND BED	125	LF	20.00	2,500.00 <i>PAVER SUB</i>
SITE DEV	PROPOSED CURB HEADER -8" WIDTH BROOM FINISHED NATURAL GRAY CONCRETE BAND PA-7 -REINFORCED W/ TWO #4 REBAR	896	LF	26.00	23,296.00 <i>✓</i>
SITE DEV	PROPOSED BASE MATERIAL AND INSTALLATION -4"-6" LIMEROCK BASE -8"-12" STABILIZED SUBGRADE	27,038	SF	3.85	104,096.30 <i>✓</i>
SITE DEV	PROPOSED ADA PAVE PEDESTRIAN SIDEWALK	1	LS	1,800.00	1,800.00 <i>✓</i>
SITE DEV	PROPOSED ADA RAMP	603	SF	7.50	4,522.50 <i>✓</i>

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
SITE DEV	PROPOSED DETECTABLE WARNING PAVERS -12"12"X2-3/8" PA-3 ARTISTIC PAVERS PEDESTRIAN PAVING ADA	350	SF	9.00	3,150.00 <i>PAVERS SUB</i>
SITE DEV	PROPOSED CURB INLET -TOP SLAB, FRAME AND GRATE	6	EA	4,600.00	✓ 27,600.00
SITE DEV	PROPOSED HANDICAP SIGN -GALVANIZED U-CHANNEL POST	6	EA	385.00	✓ 2,310.00
SITE DEV	PROPOSED RESTRICTED PARKING SIGN -GALVANIZED U-CHANNEL POST	2	EA	385.00	✓ 770.00
SITE DEV	PROPOSED SHORT TERM PARKING SIGN -GALVANIZED U-CHANNEL POST	1	EA	385.00	✓ 385.00
SITE DEV	PROPOSED STRIPING (AS PER PLAN) -THERMALPLASTIC AND TEMPORARY	1	LS	15,000.00	✓ 15,000.00
SITE DEV	SURVEY AND LAYOUTS	1	LS	17,203.70	✓ 17,203.70

Thank you and we look forward to doing business with you!

Total

APPROVED, SIGNATURE

RUIZ TRANS DEVELOPMENT
PO BOX 960040
UNIT 24



Price Quote

Date	Price Quote #
6/7/2023	202893

Phone #	Fax #
786-464-9056	786-551-2451

Customer Name / Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Road Sunrise, FL 33351

Project Name and/or Address
Lauderdale By The Seas

Representative
KMR

Item	Description	Qty	U/M	Rate	Total
NOTE	EXCLUSIONS: -PERMIT FEES AND PROCESSING BY OTHERS -FINAL ASBUILTS AND DENSITIES BY OTHERS -MOT BY OTHERS (PRICE CAN BE PROVIDED IF NEEDED) ---- -EXISTING CONCRETE BEACH BALL BOLLARDS TO BE REMOVED, SALVAGED AND REINSTALLED BY OTHERS ---- *THIS PRICE WILL BE VALID FOR 90 DAYS. LINE ITEMS FOR UNDERGROUND UTILITIES VALID FOR ONLY 30 DAYS. IF AWARDED, WORK MUST COMMENCE WITHIN 3 MONTHS FROM THE ORIGINAL ESTIMATE DATE, OTHERWISE, WE WILL AUTOMATICALLY REVIEW COSTS AND UPDATE IF THERE ARE MATERIAL PRICE INCREASES. • 100% INLET MODIFICATIONS/ SITE CONDITIONS • DEMO EXISTING HEADER BAND • Mobilizations For Pricing plan • P&P BAND @ 3.5%			0.00	0.00
			ADD	ADD	8,000 -
			ADD	ADD	55,000 -
					4,000 -
					18,000 -
					15,895 -

Thank you and we look forward to doing business with you!

Total ~~\$590,540.00~~

\$470,050 -



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

June 6, 2023

State Contracting Engineering Corporation
5391 N. Nob Hill Road,
Sunrise, Florida 33351
ATTN: Adrian Viera

Lauderdale by the Sea
Streetscape Project
Ft Lauderdale

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Supervision	1	LS	\$12,000.00	\$12,000.00
2	Removal of Existing Concrete	1	LS	\$49,140.00	\$49,140.00
3	Removal of Existing Asphalt	971	SF	\$6.40	\$6,214.40
4	Excavation (Asphalt Removal)	971	SF	\$6.40	\$6,214.40
5	Furnish & Place 13.5" Limerock Base Fine Grade, Compact, Prime	108	SY	\$100.15	\$10,816.20
6	Furnish & Place 1.5" Asphaltic Concrete Wearing Surface Type SP-12.5 1st. Lift	108	SY	\$91.00	\$9,828.00
7	1" Milling (Commercial Blvd & N Ocean)	1,290	SY	\$10.90	\$14,061.00
8	Furnish & Place 1.0" Asphaltic Concrete Wearing Surface Type SP-9.5 Final Lift	1290	SY	\$15.60	\$20,124.00
9	Type D Curb	175	LF	\$20.90	\$3,657.50
10	Type F Curb	955	LF	\$38.85	\$37,101.75
11	Header Curb	870	LF	\$29.45	\$25,621.50
12	Valley Gutter	55	LF	\$42.40	\$2,332.00
TOTAL:					\$197,110.75

*INCON PAVING...
ONLY PAVING AND SINE
CONCRETE*

*SEE SPECIAL CONDITIONAL SHEET

**IF QUANTITIES DECREASES BY 15%, THE UNIT PRICES MAY INCREASE

1.) No Item Included unless specifically stated

2.) MOT is to be provided by others

Stephen Cheatham
Senior Estimator

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Brick Unit Pavers (Install Only)

Bid Package Number: 02780

Cost Code: 32 00 00

Division: 32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: -

SCOPE OF WORK

SUBCONTRACTOR:

Description	Quantity	US Brick+Block	Hollywood	Grass Roads	Perfect Pavers	Signature Paver
Subcontractor Bid Proposal	1 LS	124,175	135,418	346,882	168,334	NO BID
Bond Premium		n/a	n/a	n/a	n/a	n/a
Sand Bed		Included	Included	Included	Included	
Pavers Handling from Staging Area		Included	Included	Included	Included	
Mortar Set & Geo-Textile As Shown		3,715	Included	Included	Included	
Install Pavers w/ Wet Cuts		6,730	Included	Included	Included	
Daily Pressure Washing		24,000	25,928	Included	20,800	
Mobilizations w/ Phasing Plan		16,000	16,000	Included	Included	
Final Sanding and Cleaning		Included	Included	Included	Included	
Along Business Access Path: Remove & Replace on Daily Production Qty.		Included	Included	Included	15,000	
Final Clean, Acid Wash and Seal Pavers	Allowance	40,000	40,000	40,000	40,000	
Bond Premium Adjustment						
Final Price Adjustment						
MWBE Participation (A,W,H,O)						
TOTALS:		214,620	214,620	214,620	214,620	0

BEST COMBINATION: 214,620 US Brick+Block

SELECTED SUBCONTRACTOR:

US Brick+Block

Estimate Prepared by: AV

Estimate Reviewed by: PAC

Notes:

1) Final Sealer Product is to be determined by on-site sampling, cost will be based on an approved product.

2)

3)

4)



1909 Tigertail Blvd.
Dania Beach, FL 33004
Phone: 954-792-0076
Fax: 954-792-5692

Adrian Viera - State Contracting
Cell: 786-423-1981

5391 N. Nob Hill Road
Sunrise, FL 33351

Job Address:
Lauderdale by the Sea, FL

Print Date: 6-16-2023

Proposal for Downtown East of Ocean Drive

We hereby submit specifications and estimates for the following:

Remove existing pavers from buildings out 8' and dispose of to on site dumpsters provided by others. Others to remove and dispose of all other remaining pavers. Pavers removed by us for areas that we can reinstall with new pavers on the same day. Others to provide pavers for installation and arrange for freight to deliver and distribute to locations within 50' of install area. U.S. Brick to provide additional 1" sand leveling course and installation for city supplied pavers on walkway areas per plan sheet L-100, L-101, L-102, L-103, L-104, L-110 and L-111 dated March 20, 2023. Others to provide sub base to accomodate thickness of pavers plus 1" leveling sand for any areas where pavers were removed by other if disturbed by any underground work, electrical, plumbing, landscaping, irrigation, etc. Others to provide recessed header curbs for which pavers are to be mortar set to per plan details. Clean up of debris to on site dumpsters provided by others.

Total \$124,175.00

Option: Provide geotextile fabric per detail 5 on sheet L-111, ADD \$3,715.00 ✓

Note: This does not serve any useful purpose and is not required for installation.

Option: Wet cut all paver cuts needed, Add \$6,730.00 ✓

Note: This will create colored slurry that will require pressure cleaning above but not necessarily sealing.

→ ADD: DAILY PRESSURE CLEANING \$24,000-

ADD: MOBILIZATIONS PER PHASING NEEDS \$16,000-

TOTAL \$ 174,620-

Total Price: \$0.00

Plans, Permits, Plumbing, Gas and Electric are not included in this bid.

Note: If preexisting conditions are deemed unacceptable by the city inspector (i.e. sub-base / sidewalks) and are not quoted above, customer and/or property owner is responsible for additional costs required to meet city code.

Note: If excavation work is required for installation, and damage to sprinkler pipes, sod, tile, septic tanks or other objects resulting from such excavation is the responsibility of the customer and/or property owner and not that of U.S. Brick & Block Systems, LLC.

Note: The customer is responsible for any lien and collection costs which start at a minimum cost of \$750.00.

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of: **35% Deposit upon acceptance, with monthly billing based on percentage of areas completed.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest will accrue at a rate of 1.5% per month (18% annum). If after due date, should litigation become necessary the prevailing party shall be entitled cost and reasonable attorney fees. Wire payments - Bank information will be provided to you via text format but DO NOT SEND WIRE until two step verification - Call your salesperson or our office at 954-792-0076 to confirm verbally the correct bank information.

This proposal is subject to acceptance within 30 days.

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **Sale Representative: Jeff Abbott (954) 214-6544**

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



2110 North Dixie Highway
Hollywood, Florida 33020
Phone: 954-923-6546 Fax: 954-923-9913
hollywoodstone@bellsouth.net

Contract No.
Order Date 5/18/2023
Customer Phone 954-923-4747
Customer Email aviera@statecontracting.com

Billing Address:	Job Address
State Contracting & Engineering Corp. 5391 N. Nob Hill Rd. Sunrise, FL 33351	Lauderdale By the Sea Streetscape Beautification Downtown East of Ocean Dr. Lauderdale By the Sea, FL 33308

Area	Material and Job Description	SQFT./L.F.	Unit Cost	Amount
PA-1	Install only- Artistic 8"x12"x2-3/8" on up to 1" sand over gray area as per attached plans	✓ 7,850	\$3.75	\$29,437.50
PA-2	Install only- Artistic 8"x8"x2-3/8" on up to 1" sand over brown area as per attached plans	✓ 24,850	\$3.75	\$93,187.50
PA-3	Install only- Artistic 12"x12"x2-3/8" ADA on up to 1" sand over orange area as per attached plans	✓ 375	\$4.25	\$1,593.75
PA-5	Install only- Artistic 8"x8"x2-3/8" on up to 1" sand over pink area as per attached plans	✓ 440	\$3.75	\$1,650.00
PA-6	Install only- Artistic 8"x8"x2-3/8" on up to 1in sand over yellow areas as per attached plans	✓ 155	\$3.75	\$581.25
PA-8 Mudset	Install only- Artistic 8"x12"x2-3/8" on up to 1" mud over light blue area as per attached plans	✓ 155	\$8.50	\$1,317.50
PA-8 Mudset+Geotextile	Install only- Artistic 8"x12"x2-3/8" on up to 1" mud with geotextile as per your plans over dark blue area as per attached plans	✓ 900	\$8.50	\$7,650.00
	ALL TRASH/DISPOSAL BY OTHERS***			
	STAGING OF MATERIALS BY OTHERS****			
	PERMITS BY OTHERS*****			
	SUB BASE TO WITHIN 4" OF FINAL GRADE BY OTHERS***			
	MOT BY OTHERS*****			
NOTES				
Excess pavers are due to incremental/minimum order requirements by manufacturer and are the property of Hollywood Stone.		Sub-Total:		\$135,417.50
SQ. FT. amounts are based upon our measurements + applicable waste waste factor.		Sales Tax		
		50% Deposit		\$67,708.75
		Due On Completion		\$67,708.75

I (we) have read and accept the above proposal and contract ,subject to all terms and conditions on this sheet along with any additional detail sheets, diagrams, plans, etc. when applicable

X

Hollywood Stone

X

Purchaser

WET CUT: INCL.
MOD: DAILY PRESSURE WASH: \$0.75/SF
34,570 SF x 0.75 = \$25,928-
Total. \$ 161,346-
Add. MOBILIZATION PER PHASING NEEDS \$ 16,000-
\$ 177,346-



Perfect Pavers of South Florida, LLC
 5809 N Andrews Way
 Ft Lauderdale, FL 33309
 (954) 779-1855
 www.perfectpavers.com

ADDRESS

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

SHIP TO

Downtown East of Ocean Drive,
 Lauderdale-By-The-Sea, FL

PROPOSAL: 11581

DATE 06/12/2023

EXPIRATION DATE 08/15/2023

SALES REP

Luke Grant

JOB NAME

Downtown East of Ocean Drive

DESCRIPTION	QTY	RATE	AMOUNT
Installation Proposal Based on AAL hardscape plans printed on 05.10.2023			
LABOR ONLY:	✓ 31,173	5.40	168,334.20
Provide Sand and Labor for Installation of Owner supplied Artistic pavers at pedestrian sidewalks, over limerock base (by others):			
1. P-1: Granitelock 8"x12"x2-3/8" pavers (7,162 sf)			
2. P-2: Shellock 8"x8"x2-3/8" pavers (22,453 sf) ✓			
3. P-3: ADA 12"x12"x2-3/8" pavers (337 sf) ✓			
4. P-5 & P-6: Shellock 8"x8"x2-3/8" paver band (161 sf) ✓			
Also includes mud set border pavers P-8 Granitelock 8"x12"x2-3/8" (1,060 sf); -			
Mud set on 8" concrete band (by others).			
ADDITIONAL OPTIONS & NOTES:			
**Excludes permits and fees.			
**Excludes Concrete flatwork, header/footer curbing - by others			
**Excludes preparation of limerock base - by others			
**Excludes Delivery of Pavers to work areas - by Contractor			
**Excludes Handling, receiving, moving Owner material to and from site			
**Excludes Pressure Clean & Seal, if required, ADD: \$0.90 PSF ✓			

20% Deposit at Start / Monthly Progress Draws

Owner/builder is responsible to inspect materials for proper color and shape prior to installation. Any changes in layout involving extra cost will be executed only upon written orders.

TOTAL \$168,334.20

ADD: DAILY PRESSURE CLEANING \$ 20,800-

ADD: PHASING NEEDS ALONG BUSINESS ENTRANCE PATH \$ 15,000-

TOTAL: \$ 204,134-



8050 N. University Drive, Suite 204
Tamarac, Florida 33321
Office: 954-752-9696
TOLL FREE: 800-705-3435
FAX: 954-337-0114
www.crossroadspaving.net

LICENSED & INSURED
CC # 09-IBP-16248-
CC # U-21445

PROPOSAL

Date: 5/23/2023
Company: State Contracting & Engineering, Corp.
Customer Name: Adrian Viera
Address: 5391 N. Nob Hill Road
City: Sunrise
Proposal: P23-1235

Phone: 786-423-1981
E-Mail Address: aviera@statecontracting.com
Job Name: Lauderdale-by-the-Sea Streetscape
Job Address: Downtown East of Ocean Drive
City: Lauderdale-by-the-Sea

We hereby submit specifications and estimates for the installation of brick pavers per attached scope sheet

Base Bid Total SEE SCOPE SHEET

Price reflects shapes and colors PER ATTACHED SCOPE SHEET. All materials, labor, taxes, waste and delivery fees are included. Permit Fees, Notice of Commencement Fees and \$150 Permit Processing Fees are additional and at cost if required.

DISCLAIMER

1. If preexisting conditions are deemed unacceptable by the city inspector (i.e. sub-base / sidewalks) and are not quoted above, the customer and/or property owner is responsible for additional costs incurred to comply with city code requirements.
2. If the scope of work is a pool deck, it is the responsibility of the customer and/or property owner to clean up all dust and debris that may get into the pool as a result of work performed.
3. If excavation work is required for installation and damage to sprinkler pipes, sod, tile, septic tanks or other objects results from such excavation, it is the responsibility of the customer and/or property owner and not that of CrossRoads Paving Solutions, Inc.

Note: If thick and thin pavers are used, the colors WILL NOT match. New pavers WILL NOT match existing pavers.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of:

SEE SCOPE SHEET

Remit payment by check as follows: **50% upon acceptance and balance upon completion.**

Please make checks payable to: **CrossRoads Paving Solutions, Inc.**

All material is guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any modifications to the above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest shall accrue at a rate of 1.5% per month (18% per annum). If after due date should litigation become necessary, the prevailing party shall be entitled cost and reasonable attorney fees. This proposal is subject to acceptance within **30 days** and is void thereafter.

Sales Person **Walter Jones** Contact # **954-495-1484**

X _____

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to proceed with the work as specified.
Payment will be made as outlined above.

ACCEPTED:

Customer Signature _____

Date ____/____/____

Scope Sheet For: State Contracting & Engineering, Corp. - Lauderdale-by-the-Sea Streetscape

Date 5/23/2023

AREA	SPEC	SETTING BED 1" MAX	RFIS NUMBER
		SCOPE	
	P1-Graniteblock 8x12 Installation ONLY	Sand Bed	\$ 82,198.50
	P2/5/6-Roadlock Cafe 8x8 Installation ONLY	Sand Bed	\$ 257,858.71
	ADA Paver- 12x12 Installation ONLY	Sand Bed	\$ 6,824.75
		BASE BID	\$ 346,881.96
ADD ALTERNATE	Site Prep-Final Grade Work +/-1" (Per line item above, if necessary)	NA	ADD \$ 2,500.00
ADD ALTERNATE	Clean and Seal	NA	ADD \$ 36,778.51

NOTES & RFIS

NOTE:Sub grade to be provided by others at 3.5" to 4.0" below final grade.
 NOTE:Crossroads Paving can provide pricing for removal of existing brick pavers if requested.
 NOTE:Any required header curbs, concrete slabs, or other concrete pours are excluded and the responsibility of others.
 NOTE:Paver edge secured with industry standard edge restraint. Request for footer will be additional.
 NOTE:Any required PVC, conduit, or other sleeving to be done by others prior to brick paver installation.
 NOTE:Bid based on 1" maximum bedding sand per ASTM standards.
 NOTE:Step work is excluded and additional if requested.
 NOTE:Price subject to changed based on final material selections.
 NOTE:All construction related waste to be disposed of in dumpster provided by GC on site. Failure to allow job specific waste to be disposed of in this manner will result in added removal fees up to \$500 per load
 NOTE:GC must provide access point to each specific scope of work with minimum 10'x10' opening for equipment access. Additional charges will apply if equipment access is not provided
 NOTE:Material must be dropped within 100' of installation area to allow for mobilization. Additional charges will apply if materials are not staged within parameters
 NOTE:Price subject to 8% Escalation Clause for any installation not completed by 2023
 NOTE:Price based on (4) mobilizations for completion of the project. Any additional mobilizations are subject to a charge of \$2500/mobilization.

CONTRACT BASED ON PLANS: L101-104

All material is guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any modifications to the above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest shall accrue at a rate of 1.5% per month (18% per annum). If after due date should litigation become necessary, the prevailing party shall be entitled cost and reasonable attorney fees. This proposal is subject to acceptance within 30 days and is void thereafter.

Remit payment by check to CrossRoads Paving Solutions, Inc as follows: 50% Upon Acceptance, Balance Upon Completion

SIGNATURES

DATE

Dade@GrowthPalm Beach

Lauderdale-by-the-Sea: Streetscape Beautification

U
W
U
S

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work:

Bid Package Number:

Cost Code:

Division:

June 10, 2023

Tree Pit Paver (Addapave)

02790

32 30 00

32

SC/EC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF:

[illegible]

SELECTED SUBCONTRACTOR:

America's Best

Notes:

11

Estimate prepared by: AV

Estimate Reviewed by: PAC

AMERICA'S BEST SERVICE

NATURAL AGGREGATE BOUND SURFACES

P.O. Box 530250

Miami FL 33153

305-345-6385 954-557-0774

www.naturalaggregateboundsurfaces.com

Providing unique maintenance free alternatives to asphalt, concrete, pavers and steel tree grates

QUOTE



Prepared for:

State Contracting & Engineering Corp.
5391 N. Nob Hill Road,
Sunrise, FL 33351
Project: **Downtown East of Ocean Drive**

Addapave TP

- Preparing four 5'x5' and eight 4'x4' each tree pits for Installation of Addapave TP system.
- Installation of 3"-4" of #57 or #67 drain gravel and geo-textile weed Control Fabric.
- Installation of silver-gray granite Addapave TP on 12 tree pits. This quote is based on an area of 228 sf to receive the Addapave TP System. Quote including all labor, material and equipment necessary to install the Addapave TP to the tree pits.

The area of the tree pit material is based on the total area of the tree pit including the area taken up by the tree trunk and trench.

Addapave TP Installation based on area of 228 sf: \$ 11,514

This quote does **NOT** include the following:

1. Saw cutting sidewalk to enlarge the existing tree pit.
2. Excavate the tree pit to the desired 6" depth.
3. Irrigation or Electrical work or repair.
4. This quote does not include applicable taxes.

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Quote is based on having access to all tree pits. Any modification will be discussed with contractor prior to installation ABS is not responsible for breakage of unmarked subterranean utilities.

THIS QUOTATION IS PROVIDED TO ASSIST YOU IN YOUR ESTIMATING NEEDS. QUANTITY, MATERIAL AND SPECIFICATION REQUIREMENTS REGARDING OUR PRODUCTS WITH REFERENCE TO THIS INQUIRY ARE TO BE DETERMINED BY THE CONTRACTOR, OWNER, OR ENGINEER. PLANS AND SPECIFICATIONS HAVE NOT BEEN REVIEWED BY THIS FIRM.

Quote may subject to change after six months.

Material lead time 6-8 weeks.

25% on mobilization day.

Remaining balance due upon completion.

Quote prepared by David Lazar. 05-17-2023

Thank you for the opportunity to serve your Addapave TP needs.

Contractor:

State Contracting & Engineering

Subcontractor:

America's Best Service LLC

Name (print or type) Title

By: David Lazar

Name (print or type)

Signature

Date

David Lazar 05/17/2023
Signature Date

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023

Scope of Work: Custom Planter (ANOVA)

Bid Package Number: 02820

Cost Code: 32 00 00

Division: 32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF: .

SCOPE OF WORK		SUBCONTRACTOR:									
Description	Quantity	ANOVA									
Subcontractor Bid Proposal	1 LS										
Bond Premium		n/a									
CUSTOM PLANTER MATERIAL ONLY											
ANOVA Custom Planter	2	8,597									
Shop Drawings		Included									
Textured White		Included									
CREW & EQUIPMENT (INSTALLATION)											
Labor (3 Days, 2 Man @ \$650/Day/Crew)	3 Days	1,950									
Drainage Connection	2 LOC	1,000									
TOTALS:											
		11,547	0	0	0	0	0	0	0	0	0
BEST COMBINATION:		11,547 ANOVA									

SELECTED SUBCONTRACTOR: ANOVA

Estimate Prepared by: AV 

Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



Company Address 1424 Talmage Avenue
St. Louis, Missouri 63110
US

Created Date 5/22/2023
Expiration Date 6/22/2023
Quote Number SFQ-00065339

Prepared By Osean Ronan
Email oronan@anovafurnishings.com

Ship To Lauderdale-by-the-Sea, Florida 33062
US

Product Image	Item	Description	Sales Price	Quantity	Total Price
 Not actual colors	SHOPDRAWING	Shop Drawing Charge For Custom Planter NEEDED PART: TBD	\$1,500.00	1.00	\$1,500.00
 Not actual colors	STLCUSTOMPLANTER	1) SKU : custom-metal-planter Shape: [Modular] Description: [w/ welded aluminum legs 4"x4"x4"] Levelers: [24] Dimensions: [72"L x 24"W x 24"H] Material Type: [0.125" Aluminum] Powder Coat Color: [Textured White] Top Lip: [Yes Top Lip with Yes Return] Drainage: [Standard] Bracing: [TBD] Modular: [Yes] Irrigation: [TBD] Cutouts: [TBD] Approx. Weight: [92lbs]	\$2,770.00	2.00	\$5,540.00

Subtotal	\$7,040.00
Shipping and Handling	\$994.00
Subtotal before tax	\$8,034.00
Tax	\$562.38
Total	\$8,596.38

Terms and Conditions:

Lead times are an estimate and will be confirmed at time of order. Orders may be expedited upon request but will be assessed a 25% expedite fee. Expedited lead time will need to be confirmed prior to an order being placed.

Product prices are valid until the expiration date. Orders may be placed up to 90 days in advance.

Sales tax may change at time of invoice due to changes in state, county, or local sales tax rates or laws. Any sales tax exemption certificate must be on file and approved by Anova prior to shipment or sales tax

Initials _____



will be charged.

Products are made to order. Order cancellations requested 2-4 weeks before ship date will incur a 50% charge on the product only. Order cancellations will not be accepted 2 weeks prior to ship date. Custom orders cannot be cancelled.

Orders placed on account are subject to credit approval and may require a deposit. Payment terms are net 30 with interest at 2% per month from date of invoice if not paid in full within terms.

Some assembly may be required. Reference assembly instructions for assembly and maintenance information. Installation not included. Products must be assembled to manufacturer's specifications.

For custom orders, upon receipt of a PO or signed quote, client will be responsible for shop drawing fees, if incurred, regardless of if order is cancelled.

Shipping & Additional Information. *Indicates Required Field for Order Placement

PO Number: NONE Add: _____

If applicable. This is referenced on all order & shipment information provided. NONE indicates no PO number.

*Call Ahead Shipping Contact: The carrier will call this person 24 hours prior to delivery to schedule and confirm delivery time.

Name: NONE Add Name: _____ Phone#: _____

*Lift Gate: If you do not have a dock or forklift available to accept delivery this must be selected

Liftgate ☒

Shipping Options: If left blank or not otherwise communicated, standard lead time will be selected.

☐ Standard Lead Time. Will ship within communicated standard lead time.

☐ I can accept delivery earlier than standard lead time, if available (this is not expediting)

☐ Ship on certain date beyond the standard lead time. Note: this is the date of shipment, not delivery. Some restrictions apply.
Date Requested: _____

Products may ship from more than one location, resulting in multiple shipments.

Shipping Option: Standard Lead Time

Billing Information: Billing Address above must be correct. If not specified, we will mail invoices to the listed address at the time of shipment.

Invoice Email: NONE Add Email: _____

*Verify Colors: Colors above must be selected with each corresponding product.

The colors above are correct: Initials: _____

Accept and Place Order

By signing I agree to all the terms and conditions above and am authorizing Anova to convert this quote to an order as described.
Please initial each page as well

Initials _____



Signature _____

Date _____

Printed Name _____

Initials _____

Lauderdale-by-the-Sea: Streetscape Beautification

SCEC

SUBCONTRACTOR BID EVALUATION

Date of Bid: June 10, 2023
 Scope of Work: Landscape
 Bid Package Number: 02945
 Cost Code: 32 90 00
 Division: 32

SCEC Estimate No/Ref: GMP
 Project Number: 3310
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	Unit	Unit Price	Subcontractor Price	Estimate	NO BID	NO BID
Subcontractor Bid Proposal	1 LS						
Bond Premium			n/a	n/a	n/a	n/a	n/a
NEW SCOPE							
Trees & Palms	LS		75,360	81,950	89,940		
Shrubs Area & Ground Covers	LS		Included	Included	Included		
Mulch	LS		Included	Included	Included		
Planting Soil	LS		Included	Included	Included		
Structural Soil (1 Qty at New 'CE' Label Tree)	LS		Included	Included	Included		
Root Barrier	LS		Included	Included	Included		
Watering Through Final Inspection	LS		Included	3,750	3,750		
RELOCATES SCOPE							
Relocate Existing Palms, ON-SITE	8		4,525	20,500	21,380		
Relocate Existing Trees, OFF-SITE	8		27,000		44,000		
Sod Repairs, OFF-SITE	ALLOW		1,300	1,500	1,500		
Root Barrier at Addapave Locations	LS		5,900	5,100	5,100		
EXISTING TO REMAIN SCOPE							
Root Pruning + Temp. Watering	18		5,000	4,950	5,000		
New Mulch	ALLOW		3,000	963	1,000		
Bond Premium Adjustment							
Final Price Adjustment							
MWBE Participation (A.W.H.O.)							
TOTALS:			120,035	119,924	120,240		
BEST COMBINATION:			119,680	B&R			

SELECTED SUBCONTRACTOR:

Estimate Prepared by: AV
 Estimate Reviewed by: PAC

B&R

Notes:

- 1) LSP, B&R + Arazosa are combined w/ Irrigation and not standalone.
- 2)
- 3)
- 4)
- 5)

PROJECT:

**LAUDERDALE BY THE SEA
DOWNTOWN EAST OF OCEAN DRIVE
STREETSCAPE BEAUTIFICATION**

SUBMITTED BY:

B&R Industries, Inc.
242 SW 5th Street
Pompano Beach, Florida 33060

SUBMITTED TO:

State Contracting & Engineering Corp.
5391 N. Nob Hill Road
Sunrise, Florida 33351

PREPARED BY:

Robin Williams 757.449.2359
Preconstruction Manager robinw@brind.us

Travis Williamson 954.275.1305
Vice President travis.williamson@brind.us

Proposal**PROJECT INFORMATION**

	Architect / Designer	Plan Dated	Sheets Received	Revision Info
Irrigation Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None
Landscape Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None

LUMP SUM PROPOSAL

Irrigation Package	\$	28,890.01
Landscape Package	\$	117,434.24
Total	\$	146,324.25
Bond, if Required	\$	4,389.73

Estimators Comments:

Thank you for the opportunity to provide you with a proposal for the landscape and irrigation scope of this project. Please let us know if you have any questions.

IRRIGATION PACKAGE

Irrigation System Installation	Comments / Notes	Quantity	Each	Total
Installation Per Plan	Per Notes and Details	1	28,278.58	28,278.58
Permit Fees		1	611.43	611.43
Subtotal				28,890.01

Total Irrigation System 28,890.01

LANDSCAPE PACKAGE

Permitting	Comments / Notes	Quantity	Each	Total
Permit Fees	Tree Permit	1	357.15	357.15
Subtotal				357.15

Tree Disposition		Quantity	Each	Total
ROOT PRUNING GREEN BUTTONWOOD MIN. 3 MONTHS PRIOR				
NO NOT INCLUDED, IF REQUIRED! PERMIT AND SETUP BY OTHERS				
FG8**	GREEN BUTTONWOOD (17)	8" CAL DBH, 16' HT X 12' SPR.	1	2,507.43
FG4**	GREEN BUTTONWOOD (18)	4" CAL DBH, 10' HT X 5' SPR.	1	1,379.25
FG4**	GREEN BUTTONWOOD (19)	4" CAL DBH, 12' HT X 6' SPR.	1	1,379.25
FG6**	GREEN BUTTONWOOD (20)	6" CAL DBH, 13' HT X 7' SPR.	1	2,300.01
FG6**	GREEN BUTTONWOOD (21)	7" CAL DBH, 14' HT X 10' SPR.	1	1,651.52
FG6**	GREEN BUTTONWOOD (22)	7" CAL DBH, 18' HT X 6' SPR.	1	1,651.52
FG10**	GREEN BUTTONWOOD (23)	11" CAL DBH, 22' HT X 18' SPR.	1	3,736.22
FG8**	GREEN BUTTONWOOD (24)	8" CAL DBH, 16' HT X 20' SPR.	1	2,507.43
PMD	COCONUT PALM (47)	10" CAL DBH, 20' CT X 18' SPR.	1	1,252.43

PMD	COCONUT PALM (49)	7" CAL DBH, 9' CT X 10' SPR.	1	791.35	791.35
PSM	FLORIDA THATCH PALM (50)	5" CAL DBH, 6' OA X 4.5' SPR.	1	156.67	156.67
PMD	COCONUT PALM (51)	7" CAL DBH, 14' CT X 16' SPR.	1	1,439.84	1,439.84
PSM	FLORIDA THATCH PALM (77)	5" CAL DBH, 6' OA X 3' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (78)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (79)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (80)	5" CAL DBH, 10' OA X 5' SPR.	1	156.67	156.67
	TREE PROTECTION (82 TREES)	40' PER TREE - (LF)	3,280	4.30	14,104.00
				Subtotal	35,483.60

21,380-

Tree Installation		Plan Specifications	Quantity	Each	Total
EXISTING TREES AND PALMS TO REMAIN OR BE RELOCATED SHOWN ABOVE					
65G	BUTTONWOOD (CE)	2" CAL., 14' HT X 6' SPR.	1 ✓	907.43	907.43
PMD	GREEN MALAYAN COCONUT PALM (CNT10)	10'-12' CT.	24 ✓	1,601.96	38,447.04
				Subtotal	39,354.47

Shrub Installation		Plan Specifications	Quantity	Each	Total
7G	PURPLE LEAFED CRINUM (CPC) NOT AVAILABLE	36" HT. X 30" SPR.	4 ✓	75.29	301.16
25G	FALSE AGAVE (FGV)	30" OA	28 ✓	223.64	6,261.92
15G	BIRD OF PARADISE - ORANGE (SRO)	30-36" OA	9 ✓	92.95	836.55
15G	CARDBOARD PALM (ZFP)	3' OA	5 ✓	101.06	505.30
3G	CARISSA 'EMERALD BLANKET' (CME)	18" HT. X 18" SPR.	178 ✓	11.19	1,991.82
3G	DWARF CLUSIA (CRC)	18" HT. X 18" SPR.	30 ✓	11.19	335.70
3G	MAGNIFICENT CROTON (CVM)	24" HT. X 24" SPR.	150 ✓	14.43	2,164.50
7G	SABLE MINOR DWARF SAW PALMETTO (SMP)	24" HT. X 24" SPR.	145 ✓	59.07	8,565.15
15G	SERENOA REPENS SAW PALMETTO (SER)	36" HT. X 36" SPR., FULL TO BASE	40 ✓	125.38	5,015.20
7G	COONTIE PALM (ZFC)	24" HT. X 24" SPR.	58 ✓	59.07	3,426.06
3G	WHITE FOUNTAIN GRASS (PSA)	24" HT. X 24" SPR.	273 ✓	10.38	2,833.74
				Subtotal	32,237.10

GROUND LEVEL				
Sod, Mulch, Rock, Soil, Etc....	Plan Specifications or Notes	Quantity	Each	Total
ROUGH GRADE BY OTHERS	STRUCTURAL SOILS BY OTHERS	~		
SOIL TEST	(EA)	2	78.68	157.36
SOIL: STRUCTURAL SOIL, BULK	SHOWN ON ONE TREE ON SHEET L-211 ONLY	16	136.81	2,188.96
SOIL: TOPSOIL, BULK	4" PLANTING 50/50 TOPSOIL (CY)	65	48.74	3,168.10
SOD: ST. AUGUSTINE 'FLORATAM'	LAID TIGHTLY	850	0.95	807.50
MULCH: MELALUCHA	BAGS	640	4.88	3,123.20
ROOT BARRIER: DEEPROOT®, 36"x24" PAN	SHOWN ON NE CORNER SHEET L-212 ONLY	30	18.56	556.80
ADDAPAVE & PAVERS	NOT INCLUDED	~		
FREE STANDING PLANTERS	NOT INCLUDED	~		
			Subtotal	10,001.92

Total Landscaping Package 117,434.24

ADD: WATERING TANK & FINAL INSPECTION \$3,750-

ADD: SOD REPAIR @ OFFSITE RELOCATE \$1,500-

ADD: ADDAPAVE TREE LOCATIONS. \$5,100-

ADD: EXISTING ROOT PRUN + TEMP. WATER \$5,000-

ADD: MULCH @ EXISTING TREES TO REMAIN \$1,000-

TOTAL: \$119,680-

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

Material / Description	Size	Quantity	Unit Price	Item Totals	Qualifications / Notes / Value Eng. Alternates
Sand/Soil/Rock/Cloth, Misc.					
Prepared Planting Soil per plans*NOT BACKFILL	CY	25	\$ 45.00	\$ 1,125.00	Site Contractor to excavate and backfill all landscape beds, planting islands and building pad areas with clean, suitable, permeable soil for landscape and bring to within +/- 1" of final grade. This includes road rock, construction debris, limerock etc. Landscape contractor to provide final grade.
Palm Sand	CY	10	\$ 40.00	\$ 400.00	
****Above Soil is for NEW planting pits only-Prices are for Site ready conditions****					
Staking	Total	75			
Trees	2'x2'	3	\$ 7.00	\$ 21.00	
Palms	2'x4'	72	\$ 8.00	\$ 576.00	
Palms	Total	24			
Coconut Palm 'Green Malaysian'	10-12'ct	24	\$ 1,150.00	\$ 27,600.00	
Trees	Total	1			
Buttonwood	14'x6' 2" fg/bb	1	\$ 750.00	\$ 750.00	
Accent Items	Total	647			
Crinum x amabile 'Purple Leaf'	36"x30"	4	\$ 75.00	\$ 300.00	BUDGET ONLY; SPECIFIC VARIETY IS NOT AVAILABLE IN FLORIDA
Furcraea gigantea 'Variegata'	30"	28	\$ 75.00	\$ 2,100.00	
Strelitzia reginae, Bird of Paradise -orange	30-36"oa	9	\$ 59.50	\$ 535.50	
Zamia furfuracea, Cardboard palm	3'oa	5	\$ 127.50	\$ 637.50	
Carissa 'emerald blanket'	18"x18"	178	\$ 30.00	\$ 5,340.00	PRICE PER OA SIZE; 18"x18" = 7 GAL TYP
Carissa 'emerald blanket'	3 gal 12" typ		\$ 15.00		VE OPT: 3 GAL 12" @ \$15 = SAVINGS: \$ 2,670.00
Clusia rosea 'nana'- Dwf, Clusia	18"x18"	30	\$ 35.00	\$ 1,050.00	
Croton 'Magnificent'	24"x24"	150	\$ 40.00	\$ 6,000.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Croton 'Magnificent'	3 gal 12-15"		\$ 15.00		VE OPT: 3 GAL 12-15" @ \$15 = SAVINGS: \$ 3,750.00
Sabal minor, Dwf Saw palmetto	24"x24"	145	\$ 57.50	\$ 8,337.50	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Sabal minor, Dwf Saw palmetto	3 gal 15"		\$ 25.00		VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 4,712.50
Saw palmetto	36"x36"	40	\$ 125.00	\$ 5,000.00	
Zamia floridana, Coontie	24"x24"	58	\$ 69.50	\$ 3,451.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Zamia floridana, Coontie	3 gal 15"		\$ 25.00		VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 2,001.00
Shrubs	Total	273			
White fountain grass	24"x24"	273	\$ 12.00	\$ 3,276.00	
Mulch	Total	475			
Melaleuca	2 cf bags	475	\$ 5.50	\$ 2,612.50	NEW LANDSCAPE ONLY AND DOES NOT INCLUDE ANY EXISTING TO REMAIN
Other					
Sodding					

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bld valid for 60 days
Plans dated: 3/20/2023

St. Augustine	Sq. Ft.	\$	0.55	\$	-	NO NEW SOD SHOWN ON PLANS; ALL SOD AREAS SHOWN ARE EXISTING TO REMAIN
Removals & Tree Protection						BY OTHERS; PRICE IS FOR SITE READY CONDITIONS
Relocations	(8) Green Buttonwood*OFFSITE; (3) Coconut Palm, (5) Thrinax palms			\$	18,500.00	Tree fund/mitigation not included if trees are damaged or unable to relocate. Price is for ONE TIME move ONSITE to an IRRIGATED area.
Temporary water for root pruning and post relocation*Operable water source must be w/in 75'				\$	2,000.00	
NOTE: ROOT PRUNING FOR EXISTING TREES TO REMAIN IS NOT INCLUDED AND TBD IF REQUIRED						
Freestanding planter fill	CY		2	\$	125.00	***ACTUAL PLANTER IS BY OTHERS***NO SPECS FOR SOIL TYPE OR INSTALLATION DETAILS
Adapave (tree pits)	SQ. FT.	175	\$	66.95	\$	11,716.25
Weed Barrier	4' Rolls	1	\$	250.00	\$	250.00
Deep Root barrier 36"	50 LF/ box	2	\$	1,000.00	\$	2,000.00
1 Year Maintenance				\$	22,290.00	PRICE IS FOR NEW TREES/PALMS ONLY AS SHOWN ON PLANS

ADD ALTERNATES

Underground root stabilization for trees in tree pits w/adapave (Platipus or similar): (12) @ \$425	\$	5,100.00
Root pruning for existing trees to remain (Green Buttonwood): 18 @ \$275	\$	4,950.00
Mulch for existing trees/palms to remain: (175) bags @ \$5.50	\$	962.50
Temporary watering *onsite operable source for fill up is required	\$	3,750.00
		2 week allowance only

NOTE: PRICE DOES NOT INCLUDE MOT; STRUCTURAL SOIL IS BY OTHERS (MIN LOAD REQUIRED, SITE SUB MAY HAVE ALTERNATE/MORE ECONOMICAL OPTION); PLAN DOES NOT SHOW ANY SPECIALTY/UNDERGROUND ROOT STABILIZATION FOR TREES IN ADAPAVE, SEE ADD ALTERNATE FOR STAKING OPTION. AREAS FOR ADAPAVE MUST BE SITE READY TO AVOID ADDITIONAL MOBILIZATION FEE.

Landscape Total -->	\$	126,118.25
Landscape VE Alt savings available	\$	13,133.50
Permit fee not included		

ADD: SOD REPAIRS & OFFSITE \$ 1,500-

ADD: FINAL PLANTING SOIL \$ 6,800-

ADD: STRUCTURAL SOIL \$ 5,500-

TOTAL

\$ 119,927-

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL
Plans dated: 3/20/2023

NOTE: IRRIGATION "EXCAVATION"/TRENCHING COST IS BASED ON THE SITE BEING TURNED OVER TO SUB @ ROUGH GRADE AND AFTER EXCAVATION OF COMPACTED AREAS HAS BEEN COMPLETED. ROUGH IRRIGATION INSTALLATION MUST BE SCHEDULED WHILE SITE IS AT ROUGH GRADE, NOT FINISHED GRADE

Irrigation

Install irrigation system per plans dated: 3-20-23 L300-L304 & L310-311
to operate from water source indicated: City water

BY OTHERS:

Permit fees, city, county, and SFWMD (if applicable) Meter (if applicable) Electric to pump and controller, cut, patch, remove asphalt/concrete, MOT *DOES NOT INCLUDE ANY REPAIRS TO EXISTING SYSTEM IF REQUIRED

Irrigation Total--> \$ 30,335.00

combo w/ bed irrigation

DUE TO THE CURRENT STATUS OF THE INDUSTRY, INCREASES & ESCALATIONS CAN NOT BE GUARANTEED BEYOND THE 60 DAYS ALLOWED IN THE BID. WE WILL WORK DILIGENTLY TO CIRCUMVENT THIS, HOWEVER LSP RESERVES THE RIGHT TO PROVIDE PROOF FROM SUPPLIERS OF LEGIMATE INCREASES THAT WILL AFFECT OUR ABILITY TO HONOR THE PRICE.

Grand Total Landscape & Irrigation --> \$ 156,453.25

Warranty - 1 year with proper maintenance including but not limited fertilization, pesticide, herbicide & fungicide treatments as needed and a properly operating, serviced & utilized irrigation system.
Excludes "Acts of God", vandalism and relocated material however, workmanship is guaranteed.
If utilities are not screened on plan and need to be, the price is not included and tbd.
No replacement of existing materials damaged by other trades during construction including sod, shrubs, trees etc.

TOTAL VE ALT SAVINGS:	\$	13,133.50
Permit fee not included*Soils for planting pits only		
*All excavation of beds including but not limited to excess soil, fill, roadrock/construction debris, to be removed by others & brought to grade +/- 1" w/suitable soil for landscaping		
*All prices are for Site ready conditions		

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

ISA Certified Arborist

Customer:

State Contracting

Date:	Proposal #
6/5/2023	

Job Name:
LBTS streetscape

REVISED - INCLUDES STRUCTURAL SOIL

QTY	DESCRIPTION	UNIT	TOTAL
1 ✓	Green Buttonwood 14'x6' 2" cal	\$	550.00 \$ 550.00
24 ✓	Coconut 'Green Malayan' 10' ct	\$	1,480.00 \$ 35,520.00
4 ✓	Crinum purple leaf 36" ht 7gal**	\$	39.00 \$ 156.00
28 ✓	Furcraea gigantea variegated 30" ht 7gal**	\$	65.00 \$ 1,820.00
9 ✓	Bird of Paradise 30" ht 7gal**	\$	65.00 \$ 585.00
5 ✓	Zamia fufuracea 3' ht 7gal**	\$	68.00 \$ 340.00
178 ✓	Carissa Emereld blanket 18"x18" 3gal**	\$	10.00 \$ 1,780.00
30 ✓	Clusia rosea Nana, 18"x18" 3gal**	\$	14.50 \$ 435.00
150 ✓	Croton Magnificeint 2'x2' 3gal**	\$	11.00 \$ 1,650.00
145 ✓	Sabal minor 2'x2' 7gal**	\$	44.00 \$ 6,380.00
40 ✓	Serenoa repens 3'x3' 7gal**	\$	135.00 \$ 5,400.00
58 ✓	Zamia floridana 2'x2' 7gal**	\$	48.00 \$ 2,784.00
273 ✓	White fountain grass 2'x2' 3gal**	\$	10.00 \$ 2,730.00
90 ✓	Planting soil (existing removed by others) ALLOWANCE	\$	68.00 \$ 6,120.00
360 ✓	Eucalyptus/ Melealuca mulch (bags)	\$	6.00 \$ 2,160.00
1 ✓	CU-Sructural soil, supply and install, area to be dug out by others	\$	4,290.00 \$ 4,290.00

1 new Green Buttonwood tree as per plans. Aprox. 12'x16'x3' dp

Adaptive planters by others

**size priced, some will meet spec, depends on market conditions.

TOTAL \$ 72,700.00

1000	Floritam sod (sq ft) for repairs, if needed	\$	1.30 \$ 1,300.00
140	Root Barrier, if needed. 24" deep, linear foot	\$	19.00 \$ 2,660.00
3	Coconut palms RELOCATE onsite, one time, no warranty	\$	1,100.00 \$ 3,300.00
5	Thrinax palms RELOCATE onsite, on time, no warranty	\$	245.00 \$ 1,225.00
8	Green Buttonwood RELOCATE (in planters) to offsite in city	\$	3,200.00 \$ 25,600.00

Need 12-16 weeks (RP 1/2-6-8 weeks, then the other half) Rootballs may be smaller than recommended due to existing planter size. Will burlap, load on trucks, plant at new location with staking, soil, fertilizer watering of root pruned trees and relocated trees is not included. No warranty

8	Planting soil & soil removal at each planting site	\$	175.00 \$ 1,400.00
---	--	----	--------------------

All trees/palms will need to be root pruned prior to moving. All tree tops will be thinned when root pruning is done.

40701: \$120,085-

AND
 ROOT BARRIER (ADDITIONAL) \$ 5,900
 ROOT PRUNE + TEMP. WATERING \$ 5,000
 EXISTING MULCH \$ 1,000

Due to hurricanes and market conditions some material above may not be available. Plants are priced with container sizes. At the time of planting, the city, owner, and landscape contractor may need to adjust species or sizes. Adjustments in pricing may need to be made.

- 1) Sitework to prep for sod not included.
- 2) Permits are not included.
- 3) All work will be installed on Contractors grade.
- 4) Some material is not available as FL #1 in sizes specified.
- 5) Grubbing of existing site not included. Trimming of existing trees not included
- 6) Sod, shrub and tree maintenance by others.
- 8) Hand watering of all material is only while installaion is being done.
- 9) Invasive / exotic plant removal by others, if needed.
- 10) Islands to be dug out by others and refilled.
- 11) GC to supply water (hose bibb) close to work area on site
- 12) Will need a lane closed to work at certain times, MOT & closure not included



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

LI 8576-23 Lauderdale by the Sea Streetscape

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Cocos nucifera/Coconut Palm "Green Malayan"	10'-12' CT, FG/B&B	✓ 24	\$1,800.00	\$43,200.00
Conocarpus erectus/Buttonwood	2" Cal, 14' Ht. x 6' Sp., FG/B&B	✓ 1	\$650.00	\$650.00
				\$43,850.00
Shrubs				
Carissa macrocarpa 'Emerald Blanket'/Emerald Blanket Carissa	18" Ht. x 18" Sp., @18" O.C.	✓ 178	\$12.00	\$2,136.00
Clusia rosea 'Nana'/Dwarf Clusia	18" Ht. x 18" Sp., @18" O.C.	✓ 30	\$12.00	\$360.00
Codiaeum variegatum 'Magnificent'/Magnificent Croton	24" Ht. x 24" Sp., @24" O.C.	✓ 152	\$12.00	\$1,824.00
Crinum x amabile 'Purple leaf'/Purple Crinum	36" Ht. x 30" Sp.	✓ 4	\$30.00	\$120.00
Furcraea gigantea 'Variegata'/False Agave	30" OA.	✓ 28	\$75.00	\$2,100.00
Pennisetum Setaceum 'White'/White Fountain Grass	24" Ht. x 24" Sp., @24" O.C.	✓ 273	\$10.00	\$2,730.00
Sabal minor/Dwarf Saw Palmetto	24" Ht. x 24" Sp., @18" O.C.	✓ 145	\$90.00	\$13,050.00
Serenoa repens/Saw Palmetto	36" Ht. x 36" Sp., @36" O.C.	✓ 40	\$200.00	\$8,000.00
Strelitzia reginae/Bird of Paradise	Orange 30"-36" OA.	✓ 9	\$50.00	\$450.00
Zamia floridana/Coontie Palm	24" Ht. x 24" Sp., @18" O.C.	58 56	\$30.00	\$1,680.00
Zamia furfuracea/Cardboard Palm	3' OA.	? 7	\$70.00	\$490.00
				\$32,940.00
Mulch				
3" Depth of Mulch	3" Depth, Cubic Yards	35	\$40.00	\$1,400.00
				\$1,400.00
Soil				
Planting Soil for Bed Areas	12" Depth, Cubic Yards	125	\$60.00	\$7,500.00
Structural Soil for Bed Areas	36" Depth, Cubic Yards	25	\$150.00	\$3,750.00
				\$11,250.00
Soil Excav.				
Excavate - Structural Soil	36" Depth, Cubic Yards	25	\$20.00	\$500.00
				\$500.00
Relocates				
Cocos nucifera/Coconut Palm	7-10" Dbh., 9-20' Ct., 10-18' Spr.	✓ 3	\$1,500.00	\$4,500.00
Conocarpus erectus/Buttonwood - Relocate Off Site	4-11" Dbh., 10-22' Ht. x 5-18' Spr.	✓ 7	\$4,000.00	\$28,000.00
Conocarpus erectus/Buttonwood - Relocate Off Site	8" Dbh., 16' Ht. x 20' Spr., Multi	✓ 1	\$4,000.00	\$4,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6-10' Ht. x 3-6' Spr.	✓ 4	\$1,500.00	\$6,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6' Ht. x 4.5' Spr., Double	✓ 1	\$1,500.00	\$1,500.00
				\$44,000.00
Maintenance				
Maintenance	Months	12	\$3,000.00	\$36,000.00
				\$36,000.00
Total Landscape...				\$169,940.00
Irrigation				\$45,000.00
Total Irrigation...				\$45,000.00
Grand Total				\$214,940.00



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

Landscape

- * Landscape proposal is based upon drawings L-000 through L-222 last dated AAL.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade. Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection) or be removed is not included in proposal.
- * Relocate price applies to a single move only for each tree or palm. No guarantee is provided for relocated material. Note that a minimum of 4-8 weeks may be required to properly root-prune trees and palms prior to relocating.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.
- * If there is discrepancy between size of plant material and container size specified, container size supersedes.
- * Addapave not included.

Irrigation

- * Irrigation proposal is based upon drawings L-300 through L-311 last dated 03/20/2023 by AAL.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SPWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * "Flowable Fill" (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Sleeving is an unsized throughout the project, size is assumed.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 2%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * Alternates, if present, are to be added to the cost of proposal.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

General

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

Lauderdale-by-the-Sea: Streetscape Beautification

SECRET

SUBCONTRACTOR BID EVALUATION

Date of 8id: June 10, 2023

Score of Work:

Bid Package Number:

Cost Code: 32 80 00

Division: 32

June 18, 2023

Prigatization

02810

32 80 00

32

SCEC Estimate No/Ref: GMP

Project Number: 3310

Cost per SF:

[illegible]

SELECTED SUBCONTRACTOR:

Estimate prepared by: AV

Estimate Reviewed by: PAC

B&R

BEST COMBINATION: 28.890 B&R

Notes:

1) Assumes Connection to Acceptable Existing Working System

2) LSP, B&B + Arazota are combined w/ Landscape and not standalone

五

...

५

B&R Industries, Inc.

LANDSCAPE & IRRIGATION

877.783.0756 Licensed & Insured www.brind.us

PROJECT:

LAUDERDALE BY THE SEA
DOWNTOWN EAST OF OCEAN DRIVE
STREETSCAPE BEAUTIFICATION

SUBMITTED BY:

B&R Industries, Inc.
242 SW 5th Street
Pompano Beach, Florida 33060

SUBMITTED TO:

State Contracting & Engineering Corp.
5391 N. Nob Hill Road
Sunrise, Florida 33351

PREPARED BY:

Robin Williams 757.449.2359
Preconstruction Manager robinw@brind.us

Travis Williamson 954.275.1305
Vice President travis.williamson@brind.us

Proposal

PROJECT INFORMATION

	Architect / Designer	Plan Dated	Sheets Received	Revision Info
Irrigation Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None
Landscape Plans	AAL ARCHITECTURAL ALLIANCE	03/20/23	GMP SET 05.10.2023	None

LUMP SUM PROPOSAL

Irrigation Package	\$	28,890.01
Landscape Package	\$	117,434.24
Total	\$	146,324.25
Bond, if Required	\$	4,389.73

Estimators Comments:

Thank you for the opportunity to provide you with a proposal for the landscape and irrigation scope of this project. Please let us know if you have any questions.

IRRIGATION PACKAGE

Irrigation System Installation	Comments / Notes	Quantity	Each	Total
Installation Per Plan	Per Notes and Details	1	28,278.58	28,278.58
Permit Fees		1	611.43	611.43
Subtotal				28,890.01

Total Irrigation System 28,890.01

LANDSCAPE PACKAGE

Permitting	Comments / Notes	Quantity	Each	Total
Permit Fees	Tree Permit	1	357.15	357.15
Subtotal				357.15

Tree Disposition		Quantity	Each	Total	
ROOT PRUNING GREEN BUTTONWOOD MIN. 3 MONTHS PRIOR					
NO NOT INCLUDED, IF REQUIRED! PERMIT AND SETUP BY OTHERS					
FG8**	GREEN BUTTONWOOD (17)	8" CAL DBH, 16' HT X 12' SPR.	1	2,507.43	2,507.43
FG4**	GREEN BUTTONWOOD (18)	4" CAL DBH, 10' HT X 5' SPR.	1	1,379.25	1,379.25
FG4**	GREEN BUTTONWOOD (19)	4" CAL DBH, 12' HT X 6' SPR.	1	1,379.25	1,379.25
FG6**	GREEN BUTTONWOOD (20)	6" CAL DBH, 13' HT X 7' SPR.	1	2,300.01	2,300.01
FG6**	GREEN BUTTONWOOD (21)	7" CAL DBH, 14' HT X 10' SPR.	1	1,651.52	1,651.52
FG6**	GREEN BUTTONWOOD (22)	7" CAL DBH, 18' HT X 6' SPR.	1	1,651.52	1,651.52
FG10*	GREEN BUTTONWOOD (23)	11" CAL DBH, 22' HT X 18' SPR.	1	3,736.22	3,736.22
FG8**	GREEN BUTTONWOOD (24)	8" CAL DBH, 16' HT X 20' SPR.	1	2,507.43	2,507.43
PMD	COCONUT PALM (47)	10" CAL DBH, 20' CT X 18' SPR.	1	1,252.43	1,252.43

PMD	COCONUT PALM (49)	7" CAL DBH, 9' CT X 10' SPR.	1	791.35	791.35
PSM	FLORIDA THATCH PALM (50)	5" CAL DBH, 6' OA X 4.5' SPR.	1	156.67	156.67
PMD	COCONUT PALM (51)	7" CAL DBH, 14' CT X 16' SPR.	1	1,439.84	1,439.84
PSM	FLORIDA THATCH PALM (77)	5" CAL DBH, 6' OA X 3' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (78)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (79)	5" CAL DBH, 9' OA X 6' SPR.	1	156.67	156.67
PSM	FLORIDA THATCH PALM (80)	5" CAL DBH, 10' OA X 5' SPR.	1	156.67	156.67
	TREE PROTECTION (82 TREES)	40' PER TREE - (LF)	3,280	4.30	14,104.00
				Subtotal	35,483.60

Tree Installation		Plan Specifications	Quantity	Each	Total
EXISTING TREES AND PALMS TO REMAIN OR BE RELOCATED SHOWN ABOVE					
65G	BUTTONWOOD (CE)	2" CAL., 14' HT X 6' SPR.	1	907.43	907.43
PMD	GREEN MALAYAN COCONUT PALM (CNT10)	10'-12' CT.	24	1,601.96	38,447.04
				Subtotal	39,354.47

Shrub Installation		Plan Specifications	Quantity	Each	Total
7G	PURPLE LEAFED CRINUM (CPC) NOT AVAILABLE	36" HT. X 30" SPR.	4	75.29	301.16
25G	FALSE AGAVE (FGV)	30" OA	28	223.64	6,261.92
15G	BIRD OF PARADISE - ORANGE (SRO)	30-36" OA	9	92.95	836.55
15G	CARDBOARD PALM (ZFP)	3' OA	5	101.06	505.30
3G	CARISSA 'EMERALD BLANKET' (CME)	18" HT. X 18" SPR.	178	11.19	1,991.82
3G	DWARF CLUSIA (CRC)	18" HT. X 18" SPR.	30	11.19	335.70
3G	MAGNIFICENT CROTON (CVM)	24" HT. X 24" SPR.	150	14.43	2,164.50
7G	SABLE MINOR DWARF SAW PALMETTO (SMP)	24" HT. X 24" SPR.	145	59.07	8,565.15
15G	SERENOA REPENS SAW PALMETTO (SER)	36" HT. X 36" SPR., FULL TO BASE	40	125.38	5,015.20
7G	COONTIE PALM (ZFC)	24" HT. X 24" SPR.	58	59.07	3,426.06
3G	WHITE FOUNTAIN GRASS (PSA)	24" HT. X 24" SPR.	273	10.38	2,833.74
				Subtotal	32,237.10

GROUND LEVEL				
Sod, Mulch, Rock, Soil, Etc...	Plan Specifications or Notes	Quantity	Each	Total
ROUGH GRADE BY OTHERS	STRUCTURAL SOILS BY OTHERS	~		
SOIL TEST	(EA)	2	78.68	157.36
SOIL: STRUCTURAL SOIL, BULK	SHOWN ON ONE TREE ON SHEET L-211 ONLY	16	136.81	2,188.96
SOIL: TOPSOIL, BULK	4" PLANTING 50/50 TOPSOIL (CY)	65	48.74	3,168.10
SOD: ST. AUGUSTINE 'FLORATAM'	LAI D TIGHTLY	850	0.95	807.50
MULCH: MELALUCHA	BAGS	640	4.88	3,123.20
ROOT BARRIER: DEEPROOT®, 36"x24" PAN	SHOWN ON NE CORNER SHEET L-212 ONLY	30	18.56	556.80
ADDAPAVE & PAVERS	NOT INCLUDED	~		
FREE STANDING PLANTERS	NOT INCLUDED	~		
Subtotal				10,001.92

Total Landscaping Package 117,434.24



WINDMILL SPRINKLER CO., INC.

1535 West Sunrise Boulevard, Fort Lauderdale, FL 33311
(954) 763-3411 Fax (954) 763-9243 Windmill@bellsouth.net

Cert. Of Competency: #77-CLS-14 / 91-CLS-551X
State Well Drilling #1120

- ◆ Pumps
- ◆ Wells
- ◆ Sprinkler System
- ◆ Polyethylene
- ◆ PVC
- ◆ Galvanized

Estimate (or) Contract

To: State Contracting

Job: LBTS Streetscape Beautification

Attn: Estimator

Date: June 6, 2023

Installation of:

Install irrigation system per plans and specs. Connect to existing back flow preventer and install main line to supply valves. Install sleeves under drives and walks. Utilize existing controller. Install irrigation system per design.

Including Tax \$29,500.00

Exclusions:

Existing irrigation meters and backflow preventers

Irrigation permit fees

Condition of existing controllers

Repairs to existing irrigation system damaged by construction

Down payment \$ _____. Balance upon completion \$ _____ unless otherwise specified.

Mechanics lien will be placed on above property sixty (60) days after job is completed if contract not paid in full.

1. Well - Pump- Sprinkler system installations guaranteed for one full year against defects in workmanship and materials- not guaranteed against maintenance or construction damage.
2. Any amount overdue pursuant to this contract are subject to attorney's fees, cost for collections, and interest at the rate of 1 ½% per month.
3. Purchaser responsible for entire installation even though not paid in full.
4. This contract becomes binding upon signed acceptance by Purchaser and Seller.

Purchaser _____ Seller William J. Meredith Jr.
Sign and return upon acceptance Windmill Sprinkler Co., Inc.

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

Material / Description	Size	Quantity	Unit Price	Item Totals	Qualifications / Notes / Value Eng. Alternates
Sand/Soil/Rock/Cloth, Misc.					
Prepared Planting Soil per plans*NOT BACKFILL	CY	25	\$ 45.00	\$ 1,125.00	Site Contractor to excavate and backfill all landscape beds, planting islands and building pad areas with clean, suitable, permeable soil for landscape and bring to within +/- 1" of final grade. This includes road rock, construction debris, limerock etc. Landscape contractor to provide final grade.
Palm Sand	CY	10	\$ 40.00	\$ 400.00	
****Above Soil is for NEW planting pits only-Prices are for Site ready conditions****					
Staking	Total	75			
Trees	2'x2'	3	\$ 7.00	\$ 21.00	
Palms	2'x4'	72	\$ 8.00	\$ 576.00	
Palms	Total	24			
Coconut Palm 'Green Malayan'	10-12'ct	24	\$ 1,150.00	\$ 27,600.00	
Trees	Total	1			
Buttonwood	14'x6' 2" fg/bb	1	\$ 750.00	\$ 750.00	
Accent Items	Total	647			
Crinum x amabile 'Purple Leaf'	36"x30"	4	\$ 75.00	\$ 300.00	BUDGET ONLY; SPECIFIC VARIETY IS NOT AVAILABLE IN FLORIDA
Furcraea gigantea 'Variegata'	30"	28	\$ 75.00	\$ 2,100.00	
Strelitzia reginae, Bird of Paradise -orange	30-36"oa	9	\$ 59.50	\$ 535.50	
Zamia furfuracea, Cardboard palm	3'oa	5	\$ 127.50	\$ 637.50	
Carissa 'emerald blanket'	18"x18"	178	\$ 30.00	\$ 5,340.00	PRICE PER OA SIZE; 18"x18" = 7 GAL TYP
Carissa 'emerald blanket'	3 gal 12" typ		\$ 15.00		VE OPT: 3 GAL 12" @ \$15 = SAVINGS: \$ 2,670.00
Clusia rosea 'nana'- Dwf. Clusia	18"x18"	30	\$ 35.00	\$ 1,050.00	PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Croton 'Magnificent'	24"x24"	150	\$ 40.00	\$ 6,000.00	VE OPT: 3 GAL 12-15" @ \$15 = SAVINGS: \$ 3,750.00
Croton 'Magnificent'	3 gal 12-15"		\$ 15.00		PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Sabal minor, Dwf Saw palmetto	24"x24"	145	\$ 57.50	\$ 8,337.50	VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 4,712.50
Sabal minor, Dwf Saw palmetto	3 gal 15"		\$ 25.00		PRICE PER OA SIZE; 24"x24" = 7 GAL TYP
Saw palmetto	36"x36"	40	\$ 125.00	\$ 5,000.00	VE OPT: 3 GAL 15" @ \$15 = SAVINGS: \$ 2,061.00
Zamia floridana, Coontie	24"x24"	58	\$ 59.50	\$ 3,451.00	
Zamia floridana, Coontie	3 gal 15"		\$ 25.00		
Shrubs	Total	273			
White fountain grass	24"x24"	273	\$ 12.00	\$ 3,276.00	
Mulch	Total	475			
Metaleuca	2 cf bags	475	\$ 5.50	\$ 2,612.50	NEW LANDSCAPE ONLY AND DOES NOT INCLUDE ANY EXISTING TO REMAIN

1 (Permutation) CO. H200
w/ LANDSCAPE

Other
Sodding

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

St. Augustine	Sq. Ft.	\$	0.55	\$	-	NO NEW SOD SHOWN ON PLANS; ALL SOD AREAS SHOWN ARE EXISTING TO REMAIN
Removals & Tree Protection						BY OTHERS; PRICE IS FOR SITE READY CONDITIONS
	{8} Green Buttonwood*OFFSITE; {3} Coconut Palm, {5} Thrinax palms					Tree fund/mitigation not included if trees are damaged or unable to relocate. Price is for ONE TIME move ONSITE to an IRRIGATED area.
Relocations		\$			18,500.00	
Temporary water for root pruning and post relocation*Operable water source must be w/in 75'		\$			2,000.00	
NOTE: ROOT PRUNING FOR EXISTING TREES TO REMAIN IS NOT INCLUDED AND TBD IF REQUIRED						
Freestanding planter fill	CY	2	\$	125.00	\$	250.00
						ACTUAL PLANTER IS BY OTHERSNO SPECS FOR SOIL TYPE OR INSTALLATION DETAILS
Adapave (tree pits)	SQ. FT.	175	\$	66.95	\$	11,718.25
Weed Barrier	4' Rolls	1	\$	250.00	\$	250.00
						Subgrade and planter pit prep is by others; areas to be site ready for installation, MOT, Site security is by others
Deep Root barrier 36"	50 LF/ box	2	\$	1,000.00	\$	2,000.00
						PRICE IS FOR NEW TREES/PALMS ONLY AS SHOWN ON PLANS
1 Year Maintenance				\$	22,290.00	
ADD ALTERNATES						
Underground root stabilization for trees in tree pits w/adapave (Platipus or similar): {12} @ \$425						
			\$	5,100.00		
Root pruning for existing trees to remain (Green Buttonwood): 18 @ \$275						
			\$	4,950.00		
Mulch for existing trees/palms to remain: (175) bags @ \$5.50						
			\$	962.50		
Temporary watering *onsite operable source for fill up is required						
			\$	3,750.00		
						2 week allowance only
NOTE: PRICE DOES NOT INCLUDE MOT; STRUCTURAL SOIL IS BY OTHERS (MIN LOAD REQUIRED, SITE SUB MAY HAVE ALTERNATE/MORE ECONOMICAL OPTION); PLAN DOES NOT SHOW ANY SPECIALTY/UNDERGROUND ROOT STABILIZATION FOR TREES IN ADAPAVE, SEE ADD ALTERNATE FOR STAKING OPTION. AREAS FOR ADAPAVE MUST BE SITE READY TO AVOID ADDITIONAL MOBILIZATION FEE.						
Landscape Total -->				\$	126,118.25	Permit fee not included
				Landscape VE Alt savings available	\$	13,133.50

1/10/2021 comp

Landscape Service Professionals, LLC.

Phone: (954) 721-6920
Info@landscapeservicepros.com

Project: Lauderdale by the Sea Streetscape
Location: Lauderdale by the Sea, FL

Bid valid for 60 days
Plans dated: 3/20/2023

****NOTE: IRRIGATION "EXCAVATION"/TRENCHING COST IS BASED ON THE SITE BEING TURNED OVER TO SUB @ ROUGH GRADE AND AFTER EXCAVATION OF COMPACTED AREAS HAS BEEN COMPLETED. ROUGH IRRIGATION INSTALLATION MUST BE SCHEDULED WHILE SITE IS AT ROUGH GRADE, NOT FINISHED GRADE****

Irrigation

Install irrigation system per plans dated: 3-20-23 L300-1904 & L310-311
to operate from water source indicated: City water

BY OTHERS:

Permit fees, city, county, and SFWMD (if applicable) Meter (if applicable) Electric to pump and controller, cut, patch, remove asphalt/concrete, MOT ***DOES NOT INCLUDE ANY REPAIRS TO EXISTING SYSTEM IF REQUIRED**

Irrigation Total--> \$ 30,335.00

DUE TO THE CURRENT STATUS OF THE INDUSTRY, INCREASES & ESCALATIONS CAN NOT BE GUARANTEED BEYOND THE 60 DAYS ALLOWED IN THE BID. WE WILL WORK DILIGENTLY TO CIRCUMVENT THIS, HOWEVER LSP RESERVES THE RIGHT TO PROVIDE PROOF FROM SUPPLIERS OF LEGIMATE INCREASES THAT WILL AFFECT OUR ABILITY TO HONOR THE PRICE.

Grand Total Landscape & irrigation --> \$ 156,453.25

Warranty - 1 year with proper maintenance including but not limited fertilization, pesticide, herbicide & fungicide treatments as needed and a properly operating, serviced & utilized irrigation system. Excludes "Acts of God", vandalism and relocated material however, workmanship is guaranteed. If utilities are not screened on plan and need to be, the price is not included and btd. No replacement of existing materials damaged by other trades during construction including sod, shrubs, trees etc.

TOTAL VE ALT SAVINGS: \$ 13,133.50

Permit fee not included*Soils for planting pits only

*All excavation of beds including but not limited to excess soil, fill, roadrock/construction debris, to be removed by others & brought to grade +/- 1" w/suitable soil for landscaping
*All prices are for Site ready conditions



06/06/2023

Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

LI 8576-23 Lauderdale by the Sea Streetscape

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Cocos nucifera/Coconut Palm "Green Malayan"	10'-12' CT, FG/B&B	24	\$1,800.00	\$43,200.00
Conocarpus erectus/Buttonwood	2" Cal, 14' Ht. x 6' Sp., FG/B&B	1	\$650.00	\$650.00
				\$43,850.00
Shrubs				
Carissa macrocarpa 'Emerald Blanket'/Emerald Blanket Carissa	18" Ht. x 18" Sp., @18" O.C.	178	\$12.00	\$2,136.00
Clusia rosea 'Nana'/Dwarf Clusia	18" Ht. x 18" Sp., @18" O.C.	30	\$12.00	\$360.00
Codiaeum variegatum 'Magnificent'/Magnificent Croton	24" Ht. x 24" Sp., @24" O.C.	152	\$12.00	\$1,824.00
Crinum x amabile 'Purple leaf'/Purple Crinum	36" Ht. x 30" Sp.	4	\$30.00	\$120.00
Furcraea gigantea 'Variegata'/False Agave	30" OA.	28	\$75.00	\$2,100.00
Pennisetum Setaceum 'White'/White Fountain Grass	24" Ht. x 24" Sp., @24" O.C.	273	\$10.00	\$2,730.00
Sabal minor/Dwarf Saw Palmetto	24" Ht. x 24" Sp., @18" O.C.	145	\$90.00	\$13,050.00
Serenoa repens/Saw Palmetto	36" Ht. x 36" Sp., @36" O.C.	40	\$200.00	\$8,000.00
Strelitzia reginae/Bird of Paradise	Orange 30"-36" OA.	9	\$50.00	\$450.00
Zamia floridana/Coontie Palm	24" Ht. x 24" Sp., @18" O.C.	56	\$30.00	\$1,680.00
Zamia furfuracea/Cardboard Palm	3' OA.	7	\$70.00	\$490.00
				\$32,940.00
Mulch				
3" Depth of Mulch	3" Depth, Cubic Yards	35	\$40.00	\$1,400.00
				\$1,400.00
Soil				
Planting Soil for Bed Areas	12" Depth, Cubic Yards	125	\$60.00	\$7,500.00
Structural Soil for Bed Areas	36" Depth, Cubic Yards	25	\$150.00	\$3,750.00
				\$11,250.00
Soil Excav.				
Excavate - Structural Soil	36" Depth, Cubic Yards	25	\$20.00	\$500.00
				\$500.00
Relocates				
Cocos nucifera/Coconut Palm	7-10" Dbh., 9-20' Ct., 10-18' Spr.	3	\$1,500.00	\$4,500.00
Conocarpus erectus/Buttonwood - Relocate Off Site	4-11" Dbh., 10-22' Ht. x 5-18' Spr.	7	\$4,000.00	\$28,000.00
Conocarpus erectus/Buttonwood - Relocate Off Site	8" Dbh., 16' Ht. x 20' Spr., Multi	1	\$4,000.00	\$4,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6-10' Ht. x 3-6' Spr.	4	\$1,500.00	\$6,000.00
Thrinax radiata/Florida Thatch Palm	5' Dbh., 6' Ht. x 4.5' Spr., Double	1	\$1,500.00	\$1,500.00
				\$44,000.00
Maintenance				
Maintenance	Months	12	\$3,000.00	\$36,000.00
				\$36,000.00
Total Landscape...				\$169,940.00
Irrigation				\$45,000.00
Total Irrigation...				\$45,000.00
Grand Total				\$214,940.00



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

Landscape

- * Landscape proposal is based upon drawings L-000 through L-222 last dated AAL.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade. Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection) or be removed is not included in proposal.
- * Relocate price applies to a single move only for each tree or palm. No guarantee is provided for relocated material. Note that a minimum of 4-8 weeks may be required to properly root-prune trees and palms prior to relocating.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.
- * If there is discrepancy between size of plant material and container size specified, container size supersedes.
- * Addapave not included.

Irrigation

- * Irrigation proposal is based upon drawings L-300 through L-311 last dated 03/20/2023 by AAL.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SFWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * 'Flowable Fill' (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Sleeving is an unsized throughout the project, size is assumed.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 2%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * Alternates, if present, are to be added to the cost of proposal.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.



Arazoza Bros., Corp.

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 305-246-0481

Qualifications:

General

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

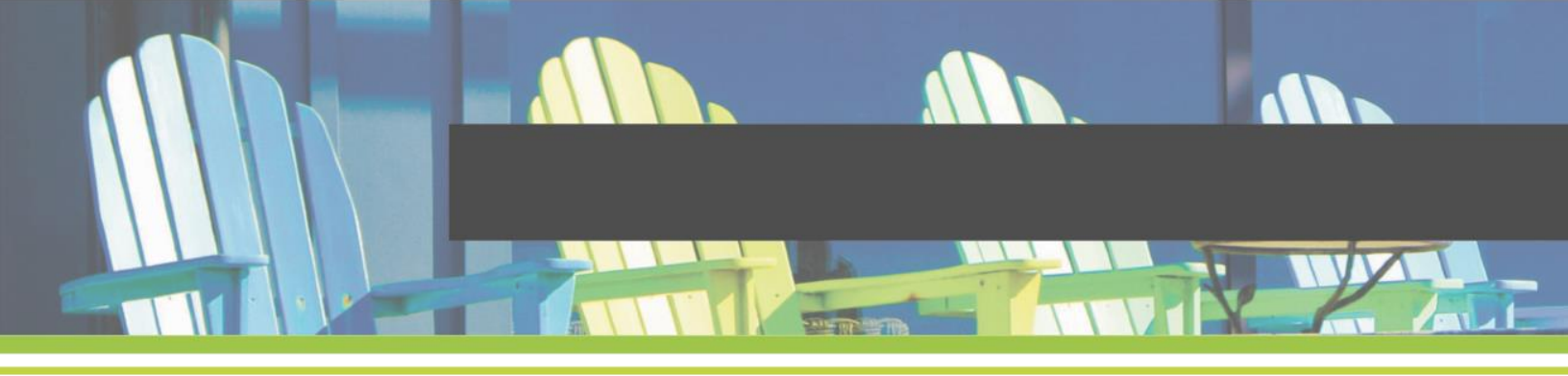
SECTION: 5

CONTRACT DRAWING LOG

SECTION 5: CONTRACT DRAWINGS

Contract Drawings:

Sheet Number	Title	Issue Date	Revision 1 Dated
GENERAL			
L-000	COVER SHEET	03/20/2023	
L-010	DRAWING INDEX	03/20/2023	05/03/2023
L-020	EXISTING CONDITION PLAN	03/20/2023	
LANDSCAPE			
L-100	OVERALL HARDSCAPE KEY PLAN	03/20/2023	
L-101	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-102	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-103	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-104	HARDSCAPE PLAN	03/20/2023	05/03/2023
L-110	HARDSCAPE MATERIALS SCHEDULE	03/20/2023	05/03/2023
L-111	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-112	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-113	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-114	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-115	HARDSCAPE DETAILS	03/20/2023	05/03/2023
L-201	TREE DISPOSITION PLAN	03/20/2023	05/03/2023
L-202	TREE MITIGATION SCHEDULE	03/20/2023	
L-203	TREE RELOCATION LANDSCAPE PLAN	03/20/2023	05/03/2023
L-210	OVERALL LANDSCAPE KEY PLAN	03/20/2023	
L-211	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-212	LANDSCAPE PLAN	03/20/2023	
L-213	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-214	LANDSCAPE PLAN	03/20/2023	05/03/2023
L-221	PLANTING SCHEDULE AND DETAILS	03/20/2023	
L-222	LANDSCAPE NOTES AND DETAILS	03/20/2023	
L-300	OVERALL IRRIGATION KEY PLAN	03/20/2023	
L-301	IRRIGATION PLAN	03/20/2023	05/03/2023
L-302	IRRIGATION PLAN	03/20/2023	
L-303	IRRIGATION PLAN	03/20/2023	
L-304	IRRIGATION PLAN	03/20/2023	
L-310	IRRIGATION SCHEDULE AND DETAILS	03/20/2023	
L-311	IRRIGATION NOTES	03/20/2023	
L-401	LANDSCAPE LIGHTING PLAN	03/20/2023	05/03/2023
L-410	LANDSCAPE LIGHTING DETAILS	03/20/2023	



Sheet Number	Title	Issue Date	Revision 1 Dated
	CIVIL		
D1	DEMOLITION PLAN	03/20/2023	05/03/2023
C1	PAVEMENT, MARKING AND SIGNAGE PLAN	03/20/2023	05/03/2023
C2	PAVING, GRADING AND DRAINAGE PLAN	03/20/2023	05/03/2023
C3.1	PAVING, GRADING AND DRAINAGE DETAILS	03/20/2023	
C3.2	PAVING, GRADING AND DRAINAGE DETAILS	03/20/2023	05/03/2023
C4	GENERAL NOTES AND SPECIFICATIONS	03/20/2023	
ESC	EROSION & SEDIMENT CONTROL PLAN	03/20/2023	05/03/2023
	ELECTRICAL		
E-01	SITE PLAN	03/20/2023	05/03/2023
E-02	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-03	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-04	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-05	ELECTRICAL POWER PLAN	03/20/2023	05/03/2023
E-06	ELECTRICAL RISER & NOTES	03/20/2023	05/03/2023
E-07	ELECTRICAL PANEL SCHEDULES	03/20/2023	

SECTION:

6

PHASING / STAGING PLAN

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Commercial Blvd Block between El Mar and AIA to be closed for duration of construction.

Preliminary order of work by block.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBT Sreetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

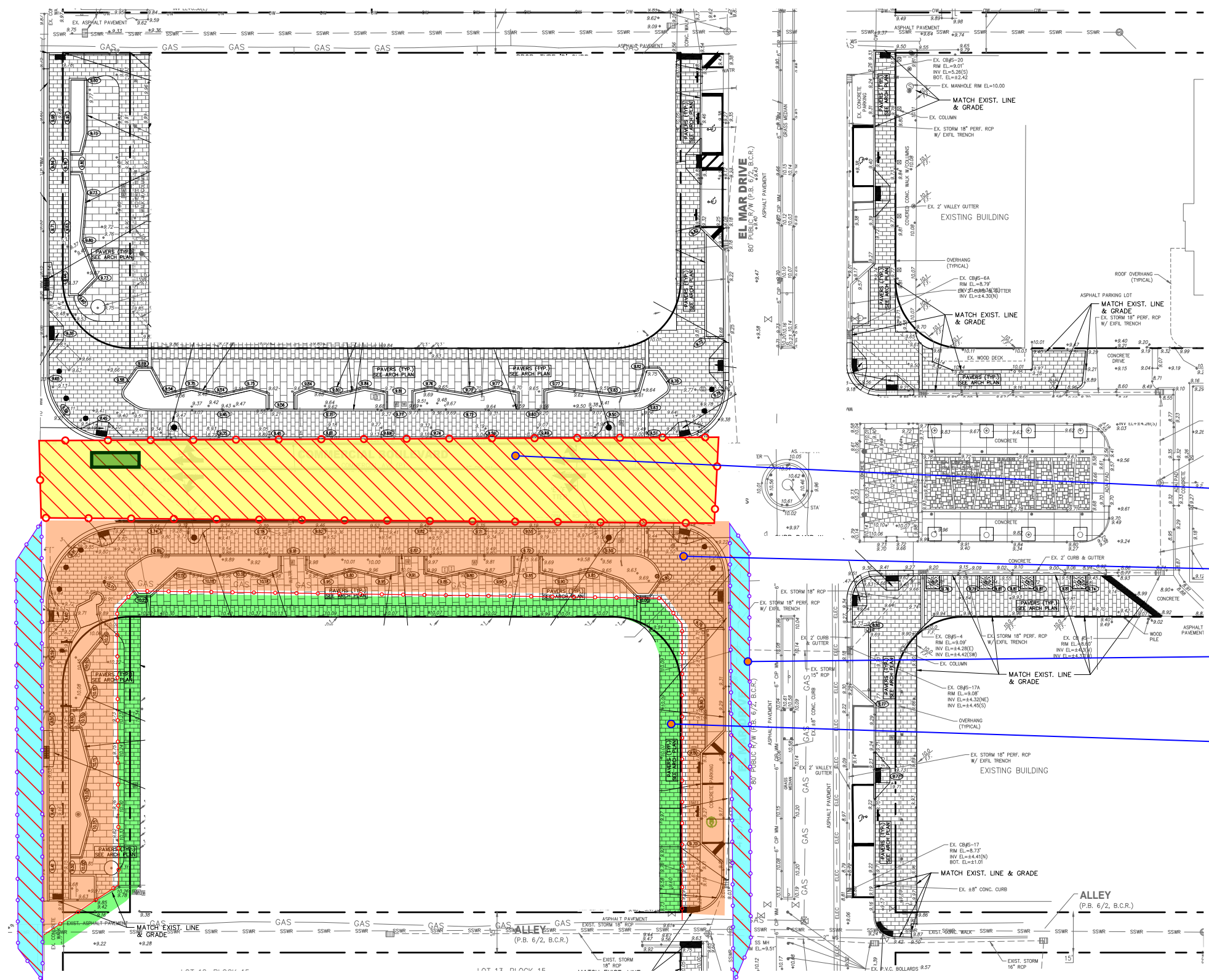
DRAWN BY
CL

DATE
May 4, 2023

CHECKED BY
--

SKETCH NUMBER
SCEC-01.0

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



PHASE 1

Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Commercial Blvd Median to be used for staging area for duration of construction.

Primary area of work

Daytime lane Closure for new curbs and work adjacent to curbs.

Pedestrian Access to business to be maintained. Limited closure of access.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBTS Streetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

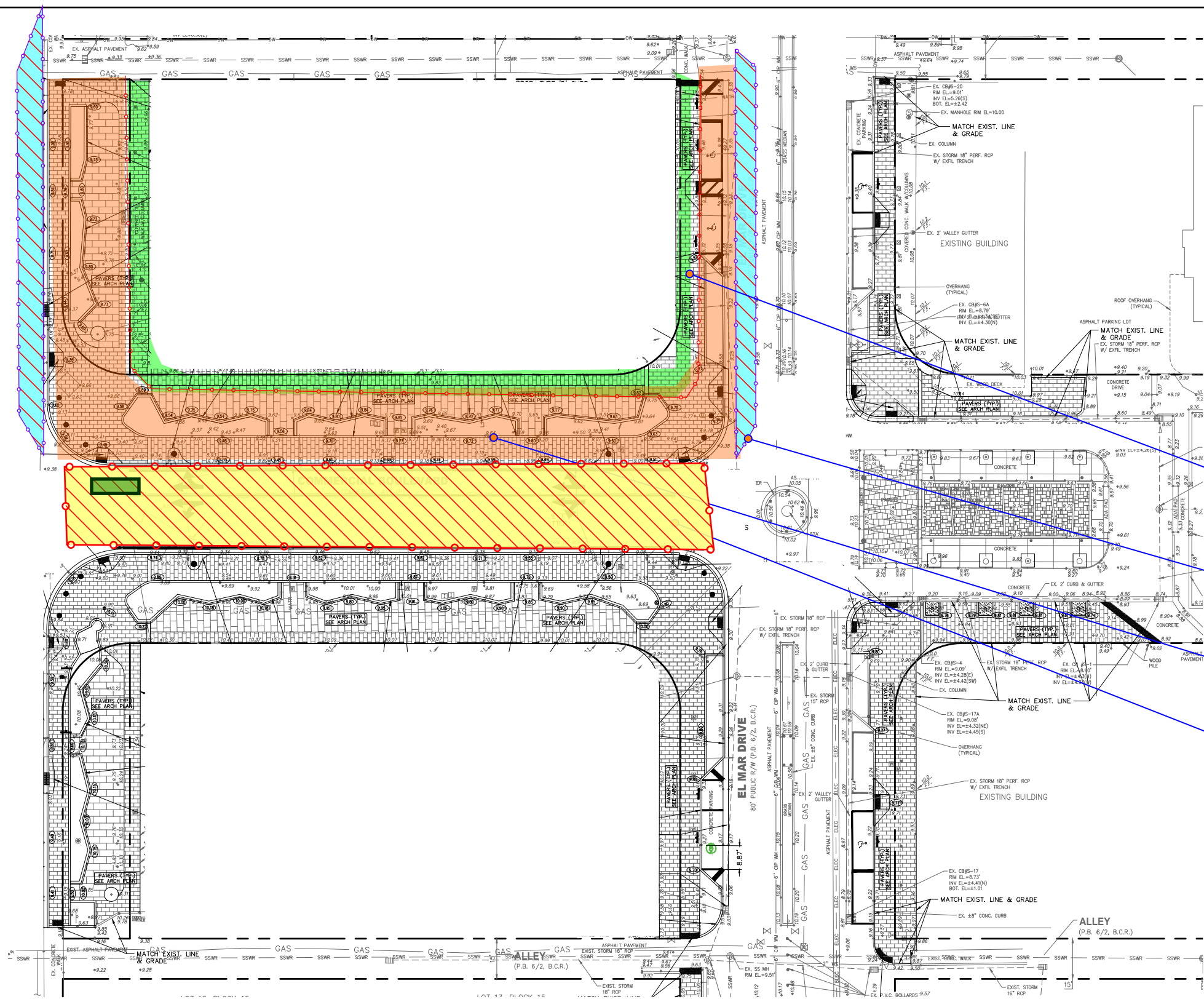
DRAWN BY
CL

CHECKED BY
--

DATE
May 4, 2023

SKETCH NUMBER
SCEC-01.1

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



PHASE 2

Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Pedestrian Access to business to be maintained. Limited closure of access.

Daytime lane Closure for new curbs and work adjacent to curbs.

Primary area of work

Commercial Blvd Median to be used for staging area for duration of construction.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBT Sreetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING

ISSUED WITH

DRAWN BY

CL

CHECKED BY

--

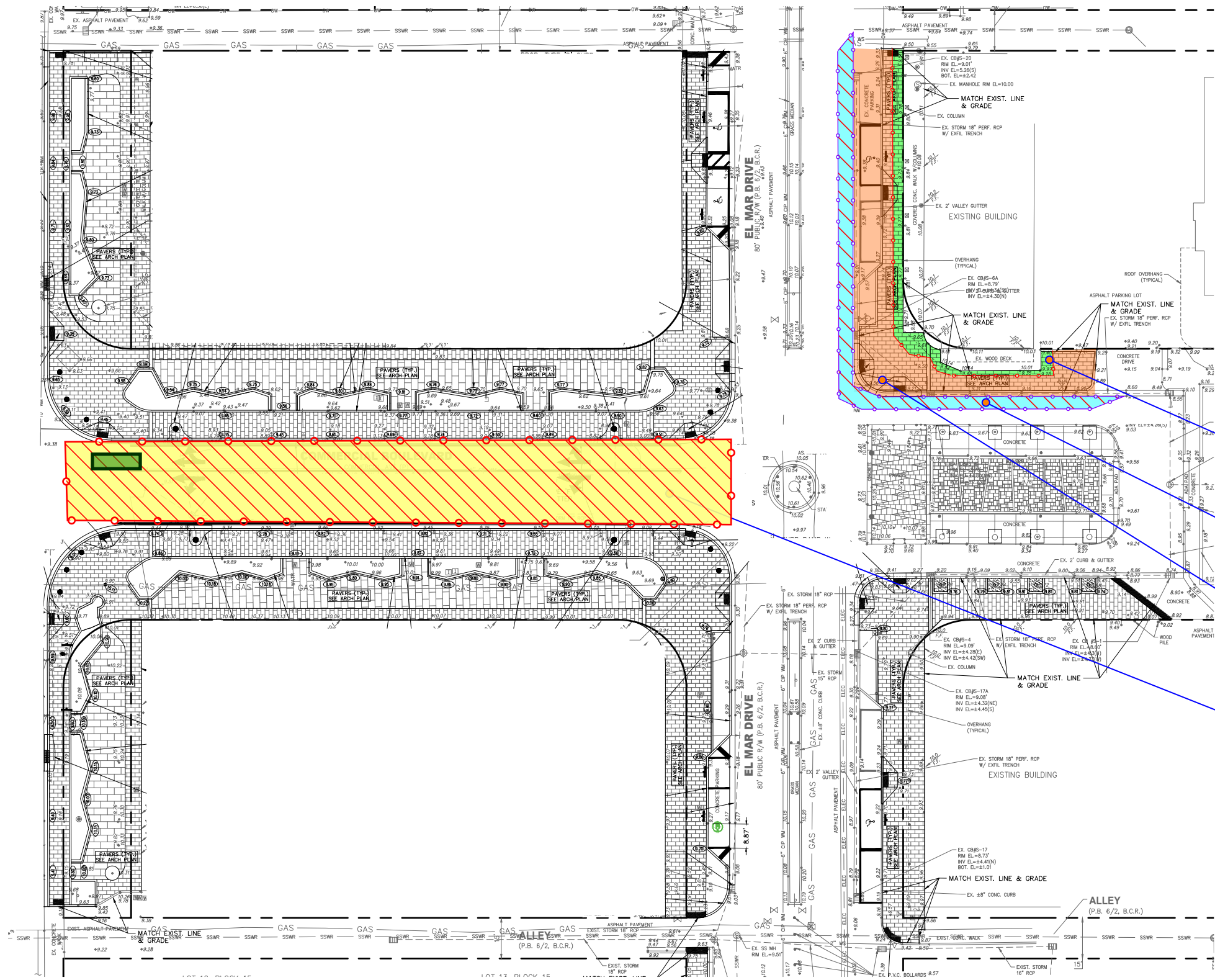
DATE

May 4, 2023

SKETCH NUMBER

SCEC-01.2

LAUDERDALE-BY-THE-SEA - PHASING & STAGING



PHASE 3

- Legend:**
- Temporary Fence
 - Staging/lay-down Area
 - Dumpster
 - Pedestrian Access
 - Lane Closure

- Pedestrian Access to business to be maintained. Limited closure of access.
- Daytime lane Closure for new curbs and work adjacent to curbs.
- Primary area of work
- Commercial Blvd Median to be used for staging area for duration of construction.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBTs Streetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

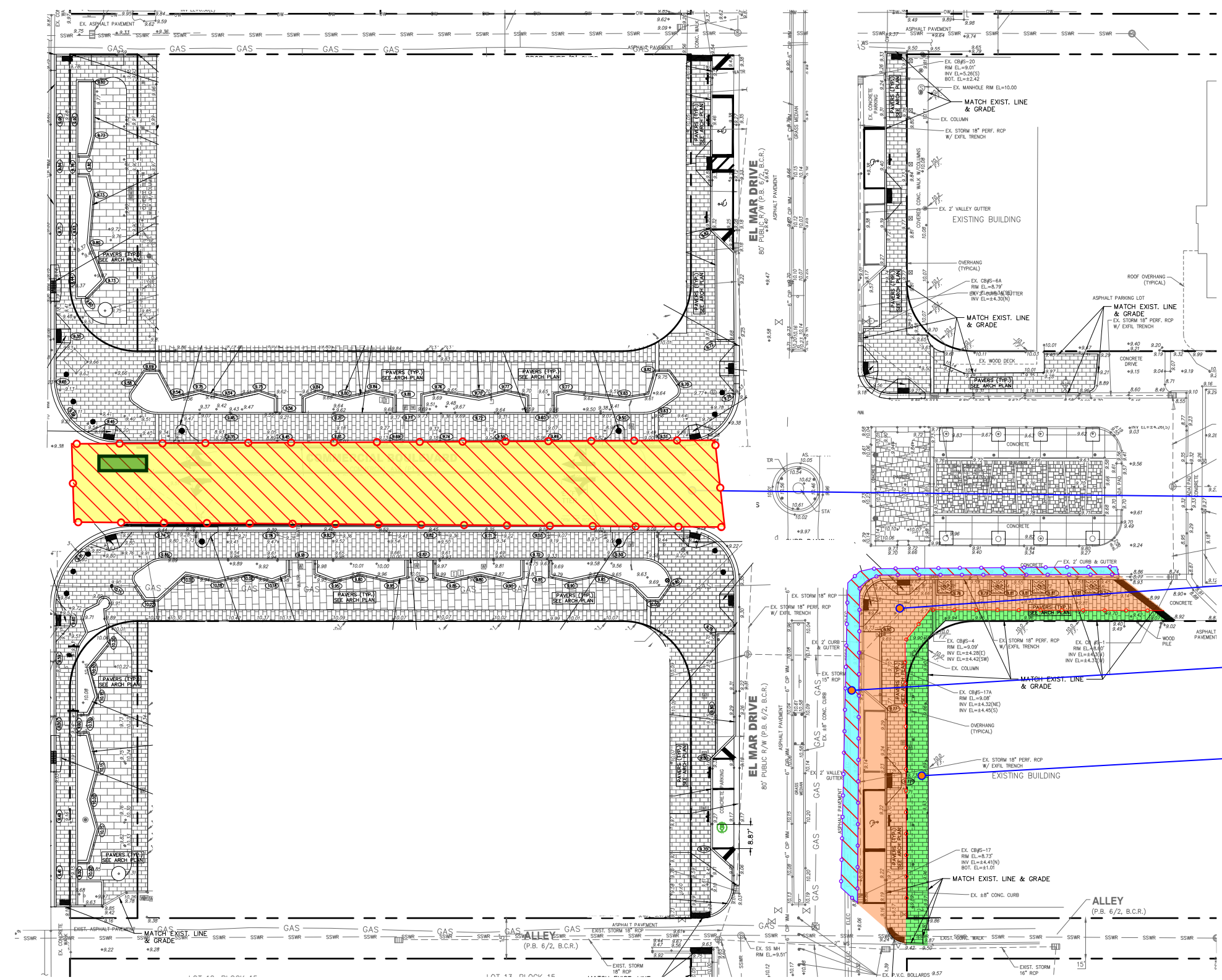
CHECKED BY
--

DATE
May 4, 2023

SKETCH NUMBER
SCEC-01.3

LAUDERDALE-BY-THE-SEA - PHASING & STAGING

PHASE 4



Legend:

- Temporary Fence
- Staging/lay-down Area
- Dumpster
- Pedestrian Access
- Lane Closure

Commercial Blvd Median to be used for staging area for duration of construction.

Primary area of work

Daytime lane Closure for new curbs and work adjacent to curbs.

Pedestrian Access to business to be maintained. Limited closure of access.

Downtown East Of Ocean Drive
Lauderdale-By-The-Sea, FL



PROJECT NAME
LBTs Streetscape

PROJECT NUMBER
2212

ORIGINAL DRAWING
--

ISSUED WITH
--

DRAWN BY
CL

CHECKED BY
--

DATE
May 4, 2023

SKETCH NUMBER
SCEC-01.4



Downtown East of Ocean Drive
Streetscape Beautification
Town of Lauderdale-By-The-Sea





Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Old Business

Subject Title: Resolution 2023-30. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH FLYNN ENGINEERING SERVICES, PA FOR ENGINEERING OVERSIGHT SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$39,562; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: As part of the Town's FY 23 CIP the Downtown Enhancement Project was designed to enhance pedestrian and outdoor dining amenities, including installation of new pavers and directional signage as well as new landscaping and lighting.

Flynn Engineering was a critical piece of the design teams for this project and now staff is requesting that we retain their expertise in order to provide construction oversight for the project this will include the following items:

CONSTRUCTION PHASE SERVICES

1. Review technical aspects of the Contractor's work for compliance with technical aspects of their contract with the Town. Elements including, but not limited to reviewing the Contractor's schedule for completeness, logic, durations, activity, flow, compliance with milestone dates, concurrency, resource allotment. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. (estimate 8 hours)
2. Perform periodic site visits to determine if the project is being constructed in conformance with the design or approved design modifications. (estimate 80 hours)
3. Inform the Town of any observed omissions, substitutions, defects, violation and/or issue of non-compliance and deficiencies noted in the work of the Contractor. (estimate 4 hours)

4. Process and respond to contractor's submittals including, but not limited to, requests for information (RFI's), shop drawings and other related project information and submittals for civil, landscape and hardscape. (estimate 24 hours)
5. Review, evaluate and provide recommendations regarding contractor's payment applications. (estimate 12 hours)
6. Attend meetings with the contractor, Town and other appropriate entities to discuss any disputes, discussions about contractor's non-conformance with their contract or performance deficiencies, requests for modifications, field conditions that require modification of the plans, etc. This line also includes weekly review meetings with the Contractor, Owner and design team. (estimate 48 hours)
7. Modify the design if the Town determines that field conditions found during the construction phase dictate a change. (estimate 8 hours)
8. Complete any project certification required by permitting agencies or as appropriate. Review and approve as built. (estimate 16 hours)

Task	Cost
Construction Phase Services	\$39,312.00
Reimbursables	\$250.00
TOTAL	\$39,562.00

The work authorization **(Exhibit 2)** for this project is being awarded pursuant to the terms and conditions of the Town Engineering Contract which is held by Flynn Engineering Services.

Recommendation: Approve Resolution 2023-30 approving a work authorization with Flynn Engineering Services for Engineering Oversight Services for the Downtown Enhancement Project in an amount not to exceed \$39,562.00

Exhibits:

- Ex. 1 Resolution 2023-30
- Ex. 2 Flynn Engineering Work Authorization

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH FLYNN ENGINEERING
SERVICES, P.A. FOR ENGINEERING OVERSIGHT
SERVICES FOR THE DOWNTOWN ENHANCEMENT
PROJECT, IN AN AMOUNT NOT TO EXCEED \$39,562;
PROVIDING FOR AUTHORIZATION; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 19-05-01 (the “RFQ”) for Town Engineer Services in accordance with the Consultant Competitive Negotiation Act (“CCNA”), Section 287.055, Florida Statutes; and

WHEREAS, pursuant to the RFQ, the Town selected Flynn Engineering Services, P.A. (the “Consultant”) to provide the Town Engineer Services and authorized the Town Manager to execute an agreement with the Consultant (the “Agreement”); and

WHEREAS, the Town is in need of construction engineering oversight services (the “Engineering Oversight Services”) for the Town’s Downtown Enhancement Project (the “Project”); and

WHEREAS, the Consultant has provided the Town with a quote for Engineering Oversight Services (the “Services”), in an amount not to exceed \$39,562; and

WHEREAS, the Town Commission desires to approve a work authorization with the Consultant for the Project, attached hereto as Exhibit “A” (the “Work Authorization”), in an amount not to exceed \$39,562, consistent with the Agreement previously entered into between the Town and Consultant; and

WHEREAS, the Town Commission further desires to authorize the Town Manager to execute the Work Authorization; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Work Authorization with the Consultant for the Project.

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

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

Section 2. Work Authorization Approved. The Work Authorization with the Consultant, attached hereto as Exhibit “A,” in an amount not to exceed \$39,562, is hereby approved.

Section 3. Authorization to Execute the Work Authorization. The Town Manager is hereby authorized to execute the Work Authorization, attached hereto as Exhibit “A,” in an amount not to exceed \$23,980.00, together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The appropriate Town officials are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

PASSED AND ADOPTED this 27th day of June, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

Flynn Engineering Services, PA

for

Work Authorization No. 23-06-01

Downtown Enhancement Project

TOWN OF LAUDERDALE-BY-THE-SEA **WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

Contractor: Flynn Engineering Services, PA

Address: 241 Commercial Blvd., Lauderdale by the Sea, FL 33308

Solicitation Name and No.: Town Engineer Contract 6/29/22 latest amendment

Agreement Description:
Dated:

Work Authorization No.: XX
Effective Date: _____
Completion Date: _____

P.O. # For Work Authorization: To Be Assigned

Budget: \$39,562.

Task Description:

Construction Phase assistance for East Commercial Streetscape project. Included in this phase is miscellaneous site visits and attendance at weekly meetings with Owner/Contractor/design team, review pay requests from Contractor related to civil engineering work, final certifications to permit agencies and review as-builts supplied by contractor. A more detailed description of work is listed below under Task 1. We propose to simply bill all services hourly with the hours noted herein to be used as a budget.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit "A" (Scope of Services). All required services will be completed in an amount not to exceed the amount set forth below and in Exhibit "B" and in accordance with the schedule reflected on Exhibit "C".

The total amount shall not exceed \$39,562, unless additional services are authorized by the Town in writing.

	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Construction Phase Project Management	Hourly NTE	\$39,562.	
Total		\$39,562.	

Other Notes:

1. This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract date June 29, 2022 (the "Contract").
2. Project Scheduled to be Approved by the Town Commission at the 6/27/23 Commission Meeting.

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

4. Scrutinized Companies

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

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

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- b. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

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

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

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

Town of Lauderdale-By-The-Sea Approval:

Linda Connors, Town Manager

(Signature) _____
(Date)

Katrina Adler, Town Clerk

(Signature) _____
(Date)

Contractor Acceptance:

Contractor Name:

Jay M. F...
(Signature) _____
(Date) 6-21-23

Title:

Exhibit A – Scope of Services

TASK 1: CONSTRUCTION PHASE SERVICES

The Town will employ a Project Manager who will take care of the administrative aspects of construction management for this and other major capital projects the Town is undertaking. However, the civil engineer will provide the following services during the construction phase:

1. Review technical aspects of the Contractor's work for compliance with technical aspects of their contract with the Town. Elements including, but not limited to reviewing the Contractor's schedule for completeness, logic, durations, activity, flow, compliance with milestone dates, concurrency, resource allotment. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. *(estimate 8 hours)*
2. Perform periodic site visits to determine if the project is being constructed in conformance with the design or approved design modifications. *(estimate 80 hours)*
3. Inform the Town of any observed omissions, substitutions, defects, violation and/or issue of non-compliance and deficiencies noted in the work of the Contractor. *(estimate 4 hours)*
4. Process and respond to contractor's submittals including, but not limited to, requests for information (RFI's), shop drawings and other related project information and submittals for civil, landscape and hardscape. *(estimate 24 hours)*
5. Review, evaluate and provide recommendations regarding contractor's payment applications. *(estimate 12 hours)*
6. Attend meetings with the contractor, Town and other appropriate entities to discuss any disputes, discussions about contractor's non-conformance with their contract or performance deficiencies, requests for modifications, field conditions that require modification of the plans, etc. This line also includes weekly review meetings with the Contractor, Owner and design team. *(estimate 48 hours)*
7. Modify the design if the Town determines that field conditions found during the construction phase dictate a change. *(estimate 8 hours)*
8. Complete any project certification required by permitting agencies or as appropriate. Review and approve as built. *(estimate 16 hours)*

Deliverables: Upon completion of project, provide to Town 2 (two) electronic copies and 1 (one) hardcopy of all reports, logs, minutes, correspondence and other information, permits, forms, and data generated for the project

Exhibit B - Compensation/Line Item

Hourly Compensation Rates
Flynn Engineering Services
2022 Rates per our Current Contract with the Town

Classification		Billing Rate \$ / Hour
1.	Firm Principal	\$267.75
2.	Professional Engineer/Surveyor	\$225.75
3.	Graduate Engineer	\$189.00
4.	Engineering/Planning Technician	\$189.00
5.	Computer Drafter	\$136.50
6.	Clerical	\$ 73.50

The schedule for the
Authorization is:

Exhibit C – Work Authorization Schedule

completion of this Work

Task	Task Duration	Completion Date
1. Construction Phase Assistance	Approx. 4 months	4 months post contractor start date
2.		
3.		
4.		
5.		
6.		
Total: Approx. 4 months		

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

Flynn Engineering Services, PA

for

Work Authorization No. 23-06-01

Downtown Enhancement Project

TOWN OF LAUDERDALE-BY-THE-SEA

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: Flynn Engineering Services, PA

Address: 241 Commercial Blvd., Lauderdale by the Sea, FL 33308

Solicitation Name and No.: Town Engineer Contract 6/29/22 latest amendment

Agreement Description:
Dated:

Work Authorization No.: XX
Effective Date: _____
Completion Date: _____

P.O. # For Work Authorization: To Be Assigned

Budget: \$39,562.

Task Description:

Construction Phase assistance for East Commercial Streetscape project. Included in this phase is miscellaneous site visits and attendance at weekly meetings with Owner/Contractor/design team, review pay requests from Contractor related to civil engineering work, final certifications to permit agencies and review as-builts supplied by contractor. A more detailed description of work is listed below under Task 1. We propose to simply bill all services hourly with the hours noted herein to be used as a budget.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit "A" (Scope of Services). All required services will be completed in an amount not to exceed the amount set forth below and in Exhibit "B" and in accordance with the schedule reflected on Exhibit "C".

The total amount shall not exceed \$39,562, unless additional services are authorized by the Town in writing.

	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Construction Phase Project Management	Hourly NTE	\$39,562.	
Total		\$39,562.	

Other Notes:

1. This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract date June 29, 2022 (the "Contract").
2. Project Scheduled to be Approved by the Town Commission at the 6/27/23 Commission Meeting.

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

4. Scrutinized Companies

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

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

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- b. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

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

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

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

Town of Lauderdale-By-The-Sea Approval:

Linda Connors, Town Manager

(Signature) _____
(Date)

Katrina Adler, Town Clerk

(Signature) _____
(Date)

Contractor Acceptance:

Contractor Name:

(Signature) Jay M. F... _____
(Date) 6-21-23

Title:

Exhibit A – Scope of Services

TASK 1: CONSTRUCTION PHASE SERVICES

The Town will employ a Project Manager who will take care of the administrative aspects of construction management for this and other major capital projects the Town is undertaking. However, the civil engineer will provide the following services during the construction phase:

1. Review technical aspects of the Contractor's work for compliance with technical aspects of their contract with the Town. Elements including, but not limited to reviewing the Contractor's schedule for completeness, logic, durations, activity, flow, compliance with milestone dates, concurrency, resource allotment. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. (estimate 8 hours)
2. Perform periodic site visits to determine if the project is being constructed in conformance with the design or approved design modifications. (estimate 80 hours)
3. Inform the Town of any observed omissions, substitutions, defects, violation and/or issue of non-compliance and deficiencies noted in the work of the Contractor. (estimate 4 hours)
4. Process and respond to contractor's submittals including, but not limited to, requests for information (RFI's), shop drawings and other related project information and submittals for civil, landscape and hardscape. (estimate 24 hours)
5. Review, evaluate and provide recommendations regarding contractor's payment applications. (estimate 12 hours)
6. Attend meetings with the contractor, Town and other appropriate entities to discuss any disputes, discussions about contractor's non-conformance with their contract or performance deficiencies, requests for modifications, field conditions that require modification of the plans, etc. This line also includes weekly review meetings with the Contractor, Owner and design team. (estimate 48 hours)
7. Modify the design if the Town determines that field conditions found during the construction phase dictate a change. (estimate 8 hours)
8. Complete any project certification required by permitting agencies or as appropriate. Review and approve as built. (estimate 16 hours)

Deliverables: Upon completion of project, provide to Town 2 (two) electronic copies and 1 (one) hardcopy of all reports, logs, minutes, correspondence and other information, permits, forms, and data generated for the project

Exhibit B - Compensation/Line Item

Hourly Compensation Rates
Flynn Engineering Services
2022 Rates per our Current Contract with the Town

Classification		Billing Rate \$ / Hour
1.	Firm Principal	\$267.75
2.	Professional Engineer/Surveyor	\$225.75
3.	Graduate Engineer	\$189.00
4.	Engineering/Planning Technician	\$189.00
5.	Computer Drafter	\$136.50
6.	Clerical	\$ 73.50

The schedule for the
Authorization is:

Exhibit C – Work Authorization Schedule

completion of this Work

Task	Task Duration	Completion Date
1. Construction Phase Assistance	Approx. 4 months	4 months post contractor start date
2.		
3.		
4.		
5.		
6.		
Total: Approx. 4 months		



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: New Business

Subject Title: Resolution 2023-31: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE, CULTURAL FACILITIES PROGRAM FOR \$100,000 FOR THE COMMUNITY CENTER ENHANCEMENT PROJECT; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; APPROVING MATCHING FUNDS FOR \$200,000, IF AWARDED; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: The Town's Community Center is an important part of the fabric of Lauderdale-By-The-Sea. Not only does it provide over 100 monthly programs including dance classes, art, language and computer classes, but more importantly it provides a sense of community for over 700 residents and guests who benefit from the enrichment that these classes provide. This small space has for years provided critical services with minimal cost impact to the Town with little assistance from the Town.

The Community Center is housed in Jarvis Hall and this area has had minimal updates since it was changed from a Senior Center in 1998. While program offerings have become popular and the curriculum has expanded, the building space has become less efficient. To determine their needs, we asked Armilio Bien-Aime, Community Center Director to form a committee to better understand what space is needed to provide the most benefit to our community center participants. A group of community center participants and volunteers met in March 2023 to discuss current and future programming and they group drafted a "wish-list" that included cooking classes, a game room, fitness area, a dedicated craft room, two classrooms and administrative offices. While significant improvements to the center will have to wait until space becomes available, immediate improvements to the kitchen are feasible now.

Improvements to the kitchen facilities would have the biggest overall impact in terms of expanding offerings thus making it the logical first phase of Community Center improvement. In addition to serving the Community Center, the kitchen is frequently used by other groups that utilize Jarvis Hall and therefore it would have a benefit to a broader spectrum of the community.

In order to help subsize the costs for these improvements and minimize budget implications to the Town, staff requests authorization to submit a grant application for funding from the Florida Division of Cultural Arts for the renovation of the kitchen at Jarvis Hall for new culinary programs and, if awarded, authorize the Town Manager to execute the agreement. The culinary program has the potential to provide adult and youth “hands-on” instruction in various cooking methods and education. Staff has estimated the cost of the improvements would be \$350,000 and is proposing to fund these improvements with grant and matching funds. An application needs to be submitted now to secure funding in 2024. If awarded the funds will be available after July 1, 2024 and would be utilized in FY2025.

Estimated Total Cost - \$350,000

1. Construction Costs - \$125,000
2. Appliances & Cabinets - \$200,000
3. Contingency - \$25,000

Because of the grant’s long lead time, staff is requesting support for this project now. Over the coming months, staff will seek direction from the Commission on additional Community Center plans and seek other funding opportunities as they become available.

Recommendation: Approval of Resolution 2023-31

Exhibits: Ex. 1 Resolution 2023-31
Ex. 2 Grant Contract Form
Ex. 3 Cultural Facilities Grant Guidelines

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

WHEREAS, the Town of Lauderdale-By-The-Sea’s (“Town”) Community Center’s kitchen is in need of substantial renovations to provide culinary classes to the public; and

WHEREAS, Cultural Facilities Program coordinates and guides the State of Florida's support and funding for renovation, new construction, or acquisition of cultural facilities for organizations whose mission is arts and cultural programming in one of the disciplines as defined in Section 265.283(1), Florida Statutes; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town and its residents to approve the submission of the Grant, approve the receipt of Grant Funds, if awarded, authorize execution of a grant agreement, if awarded, and approve the Matching Funds.

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

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

5 **Section 2. Approval.** The Town Staff is authorized to apply for the Grant, and execute
6 a grant agreement, if awarded, in a form similar to the form Grant Award Agreement attached as
7 Exhibit A and as approved by the Town Attorney. The receipt of Grant Funds, if awarded, and
8 budgeting for and expenditure of Matching Funds before July 1, 2024, if awarded, is approved.

9 **Section 3. Authorization to Make All Non-substantial Changes.** The Town
10 Manager is authorized to make all non-substantial changes that are acceptable to the Town
11 Manager and Town Attorney.

12 **Section 4. Conflict.** All resolutions or parts of resolutions in conflict herewith are
13 hereby repealed to the extent of such conflict.

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

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

20 **PASSED AND ADOPTED** this 27th day of June, 2023.

21
22
23
24
25 Attest:

Mayor Chris Vincent

1
2
3
4
5
6
7
8
9
10
11
12
13
14

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

[INSERT GRANTEE NAME TO MATCH W-9]

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the **[Insert Grantee name to match W-9]** hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number **[INSERT GRANT NUMBER]** for the project "**Title of Project,**" in the amount of **\$Amount**. Funds for this grant have been appropriated in the FY **[INSERT YEAR]** General Appropriations Act on line **[INSERT GAA LINE]**. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "**Title of Project,**" project, the public purpose for which these funds were appropriated as described in **Attachment A**, Project Description.

- a) The Grantee shall perform the following Scope of Work: **[INSERT SCOPE OF WORK]**

All tasks associated with the **renovation/construction/acquisition** will be performed by **[INSERT DATE]**. All project work will be completed under the supervision of a licensed architect or licensed contractor.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

[INSERT DELIVERABLES AND PERFORMANCE MEASURES]

- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment **B**). All expenditures for this agreement shall be in accordance with this budget (Attachment **B**).
 - d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on **[INSERT DATE]**, and shall end **[INSERT DATE]**, unless terminated in accordance with the provisions of Section 37 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the

Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

[INSERT CONTRACT MANAGER]

Florida Department of State

R.A. Gray Building

500 South Bronough Street

Tallahassee, FL 32399

Phone: [INSERT PHONE]

~~Facsimile: [INSERT FAX]~~

Email: [INSERT EMAIL]

For the Grantee:

Contact:

Grantee:

Address:

City, Florida Zip Code

Phone: xxx.xxx.xxxx

~~Facsimile: xxx.xxx.xxxx~~

Email:

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.

- a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
- b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment ~~BC~~).
- c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
- d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.

e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)

f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)

5. **Grant Payments.** All grant payments are requested by submitting [INSERT REQUIREMENTS HERE]. The total grant award shall not exceed \$Amount which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

[INSERT PAYMENT METHOD REIMBURSEMENT OR ADVANCED AND DELIVERABLES TO BE MET]

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). An updated W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current W-9 is up to date prior to signing contract. ~~To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.~~

8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.

9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) First payment will be withheld if Deliverables are not satisfactorily completed.

b) Second payment will be withheld if Deliverables are not satisfactorily completed.

c) Third payment will be withheld if Deliverables are not satisfactorily completed.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

e)

10. Encumbrance of Funds. Encumbrance Period is between [INSERT DATE] and [INSERT DATE], during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by [INSERT DATE], except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

11. Grant Reporting Requirements. The Grantee must submit the following reports to the Division, ~~using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at~~ All reports on grant progress will be submitted online through [www.dosgrants.com](http://dosgrants.com).

<http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf>

[INSERT PROGRESS REPORT DUE DATES]

12. Matching Funds. Matching funds must meet the following requirements:

[INSERT MATCH REQUIREMENTS]

13. Grant Completion Deadline. The grant completion deadline is [INSERT DATE]. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 60 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

- 14. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 60 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 15. Credit Line(s) to Acknowledge Grant Funding.** All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:
- a) “This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida” (Section 286.25, Florida Statutes).
 - b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement
 - a)b) General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
 - b)c) Costs associated with representation, proposal, or grant application preparation
 - c)d) Costs incurred or obligated outside of the grant period
 - d)e) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency
 - e)f) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project

~~f)g)~~ Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts

~~g)h)~~ _____ Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships

~~h)i)~~ Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status

~~i)j)~~ Re-granting, contributions, and donations

~~j)k)~~ Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement or outside the dates stated in the grant award agreement

~~k)l)~~ Also refer to Section 216.348, Florida Statutes, Fixed capital outlay grants and aids to certain nonprofit entities.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: **[Insert Contract Manager]**, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Unrestricted Use and Access. The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.

- b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award.
20. **Restrictive Covenant.** If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).
21. **Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).
22. **Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
23. **Fortuitous Finds.** In the event of unexpected discoveries during ground disturbing activities within the project area:
- a) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section, at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
- b) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
24. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.
25. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of ten (10) years after the close out of the grant. If any litigation or audit is initiated, or

claim made, before the expiration of the ten-year period, the records shall be retained until the litigation, audit, or claim has been resolved. Retention period shall match the ten (10) year Restrictive Covenant or Surety Bond period.

- 26. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 27. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 28. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 29. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

30. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

31. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

32. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

33. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in

this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

34. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
35. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap-disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
36. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
37. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
38. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
39. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida*

Statutes, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

40. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, Florida Statutes. All grantees shall maintain documentation demonstrating a competitive procurement process.~~in accordance with Section 287.057, Florida Statutes.~~
41. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
42. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
43. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
44. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
45. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
46. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
47. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Project Description (Attachment A)
 - c) Estimated Project Budget Legal Description of the Property (Attachment B)
 - d) Estimated Project Budget Legal Description of the Property (Attachment C)
 - e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)

- f) Single Audit Act Requirements and Exhibit I (Attachment F)
- g) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number **[INSERT GRANT NUMBER]** provided for from funds appropriated in the FY **[INSERT YEAR]** General Appropriation Act in the amount of **\$Amount**, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____
[INSERT DIRECTOR'S NAME], Division
Director

Grantee:

By: _____
Authorizing Official for the Grantee*

Print name and title

Witness

Witness

Date

Date

~~*If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.~~

~~On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.~~

Signature

Print name and title

Witness

Date

ATTACHMENT A
Project Description

[ATTACH PROJECT DESCRIPTION]

ATTACHMENT B

Estimated Project Budget

[ATTACH PROJECT BUDGET]

~~ATTACH LEGAL DESCRIPTION OF PROPERTY~~

ATTACHMENT C

ATTACH LEGAL DESCRIPTION OF PROPERTY

~~Estimated Project Budget~~

~~[ATTACH PROJECT BUDGET]~~

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a “Cultural Facility.” For the purposes of this program, a “Cultural Facility” is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;

- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.
- f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a “Cultural Facility” for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a “Cultural Facility” as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

[ATTACH -SINGLE AUDIT ACT LANGUAGE]

APPENDIX 1

Schedule of Contract Values (This form must be completed by the Contractor for the Project.)									
PROJECT NAME: PROJECT #: CONTRACTOR:					APPLICATION NO: APPLICATION DATE: PERIOD TO: PERCENT COMPLETE TO DATE:				
A	B	C	D	E	F	G	H	I	J
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	TO FINISH (C - G)	(IF VARIABLE RATE)
	(Fill in & break down contract values)								
	(Add any change order(s) descriptions)								
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Contract Manager: Minimum performance requirements successfully completed and approved by: _____ Date: ____/____/____									

|



Cultural Facilities Grant Guidelines

Application Open: April 1

Application Deadline: June 1, 5 p.m. ET

Deadline Extended to June 21, 2023

Grant Period: 23 months (beginning July 1, year of appropriation)

**If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date
will be the next business day.**

Florida Department of State

Tallahassee, Florida 32301³

329 North Meridian Street

Application Submission

Applications must be submitted on or before June 1, 5 p.m. ET.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Contact the program manager responsible for your proposal type and discipline at dos.myflorida.com/cultural/about-us/staff-listing.

These Guidelines are also available electronically at:

dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities and can be made available in an alternative format.

Table of Contents

Introduction	5
Timeline	5
Program Description	7
Eligibility	8
Application Restrictions	10
Legal Status	10
Public Entity	10
Nonprofit, Tax-Exempt.....	11
Required Documentation	11
Application Requirements	11
Grant Period.....	11
Accessibility and Nondiscrimination	12
Request Amount	12
Match Requirements	12
Types of Match.....	14
In-kind (Donated Goods and Services).....	14
Non-allowable Matching Funds	15
Matching Funds Documentation	15
Allowable Expenses.....	16
Non-Allowable Expenses.....	16
Review Criteria and Scoring.....	17
Review Process	18
Staff Review	18
Information Provided to the Florida Council on Arts and Culture Review Panel	20
Florida Council on Arts and Culture Review Panel.....	20
Funding Process	21
What if an application is not funded?	22
How to Apply	23
Application Form.....	23
Attachments and Support Materials.....	24
	3

Required Attachments.....	24
Unrestricted Use of Land and/or Buildings.....	25
Total Support and Revenue (Statement of Comprehensive Income, Revenue and Expense)	26
Architectural Plans	26
Support Letters	26
Historical Review Requirements.....	26
Support Materials	27
File Formats	27
Uploading Instructions.....	28
Grant Forms	28
Single Audit Act.....	28
Definitions.....	29
Help.....	39

Introduction

Welcome to the Division of Arts and Culture Cultural Facilities Program (CF) Guidelines. We're glad you are applying for a Cultural Facilities grant from the Division! These guidelines are supported under section 265.701, *Florida Statutes* and incorporated by reference into Rule 1T-1.039, Florida Administrative Code, and they detail the policies and requirements for the application and administration of the Cultural Facilities Program grants.

Timeline

April	Announcement of application availability in <i>Florida Administrative Register</i> , via email and on our website.
April – June	Division staff assistance and consultation available to applicants.
June 1, 5 p.m. ET	Applications due. Applications must be submitted on the DOS Grants System at dosgrants.com on or before this date. If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date will be the next business day.
July 1 (first year)	Notification of Grant Award and grant details forms available in the award year. Grant period begins.
October 15 (first year); January 15 (first year); April 15 (first year); July 15 (second year); October 15 (second year); January 15 (second year); April 15 (second year)	Quarterly reports due for Cultural Facilities projects. Interim reports must be submitted on the DOS Grants System at dosgrants.com . If agreements are extended additional quarterly reports will be required until the expiration of the grant period.

June 1 (second year)	End date for projects. All grant and local matching funds must be expended by this date. All grant and local matching funds must be expended by this date. The grant period is 23 months unless an extension is granted.
July 15 (second year), 5 p.m. ET	Final Reports due for Cultural Facilities projects. Final Reports must be submitted on the DOS Grants System at dosgrants.com . If agreements are extended additional quarterly reports will be required until the expiration of the grant period.

Program Description

The Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities. It is intended for organizations whose mission is arts and cultural programming in one of the disciplines as defined in section 265.283(1), *Florida Statutes*.

By program definition, a cultural facility is a building where the programming, production, presentation, exhibition of any of the arts and cultural disciplines are carried out (section 265.283(1), *Florida Statutes*). These disciplines are music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts and programs of museums. The Program is intended for: bricks and mortar construction; renovation; or for acquisition. **Projects must fall squarely into one category, not any combination of the three.** State funding shall not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects.

Public or private pre-K-12 schools; libraries; civic organizations; parks, recreation and leisure organizations; human service organizations; or other community service agencies do not meet the definition of arts or cultural organizations.

The Division offers two levels of funding within the Cultural Facilities Program. These levels are determined by the specific use of the facility:

- 1) A purpose-built or single use facility that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), *Florida Statutes*) **at least 85% of the time**. This type of facility includes theatres, performance centers, museums (including, aquariums, botanical gardens, history centers, zoos, etc.) and art centers. **The maximum request amount for this type of facility is \$500,000.**
- 2) A multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), *Florida Statutes*) **less than 85% of the time**. This type of building includes community centers, recreation centers, civic centers and municipal buildings. **The maximum request amount for this type of facility is \$200,000.** Project costs must be directly related to the arts and cultural portion of the facility.

Eligibility

The following conditions are required for eligibility. **All** documentation must be provided by the application deadline.

1. **Must not** have multiple active Cultural Facilities projects under contract at one time. Cultural Facilities projects have a grant period of 23 months. Unless a grantee has a smaller project that will be completed in a single year, grantees should submit new applications every other year. Cultural Facilities is subject to Legislative appropriation and recommendations approved by the Secretary of State will be funded top-down until the appropriation is depleted.

Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract. A previously-funded project is considered complete when it has reached 100% completion as supported by contractor documentation or if the contract has reached its end date and all funds have been expended. The previously-funded project final report and payment request must be completed and submitted to the Division by July 1 of the award year.

2. **Must** use the facility to directly conduct arts and cultural programming. Documentation **must** be provided to support the percentage of facility use is for arts and cultural purposes as it pertains to the organization's mission per section 265.283(1), *Florida Statutes*.

If the proposal is for a new space without previous programming, programming examples (either proposed or programming being performed at another location) **must** be provided and support the percentage of facility use for arts and cultural purposes.

3. **Must** have the required legal status.
4. Agree to comply with all application requirements:
 - a. Complete all proposal activities within the grant period;
 - b. Make programming and activities open and accessible to all members of the public (see accessibility and nondiscrimination);
 - c. Match the grant amount requested, at least dollar for dollar (see request amount and match requirements); and

- d. Include only allowable expenses in the proposal budget (see allowable and non-allowable expenses).
- 5. Agree to comply with all grant administration requirements:
 - a. Provide all information needed for the grant award agreement;
 - b. Request approval for any changes to the awarded grant;
 - c. Submit timely and accurate reports;
 - d. Maintain complete and accurate grant records;
 - e. Comply with the requirements of the Florida Single Audit Act; and
 - f. Use the appropriate credit line or approved logo to acknowledge grant funding.
See grant contract for credit requirements.
- 6. **Must** have **unrestricted use** of the land and buildings associated with the project which means you **must** be able to record a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10-year surety bond. See “Unrestricted Use of Land and/or Buildings” for additional information.
- 7. **Must retain ownership** of all improvements made under the grant (unless the land or buildings are owned by the State of Florida and leased to an eligible applicant).
- 8. If the property is leased, only facilities with leases in which the lessor is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant (facilities or property owned by an individual or for-profit entity are not eligible for a Cultural Facilities grant).
- 9. If the property is leased, **the lease agreement must be dated, signed by all parties, and submitted** at the time of the application submission.
- 10. **Must** provide documentation of **Total Support and Revenue** for the last completed fiscal year.
- 11. **Must** have appropriate **matching** funds and documentation at time of application submission.
- 12. **Must** provide **current architectural plans** signed by a licensed architect or engineer clearly indicating scope of work. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Must** include budget estimate provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

13. **Must have current project support** of local officials (city and county government), community groups, and community members —for this project— documented in writing at time of application.
14. Applicants **with structures 50 years or older must submit a determination letter (stating that the proposed project will have NO adverse effects to the building’s historical significance) from the Division of Historical Resources (DHR) at time of application** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333). This includes structures where the intent is demolition.
15. Must complete an online application form at dosgrants.com by the application deadline.

In addition to these eligibility requirements, all applicants in noncompliance at the time of the application deadline will be deemed ineligible to apply.

Application Restrictions

1. Organizations may only submit one (1) Cultural Facilities application per application deadline.
2. Cultural Facilities grants do not fund Historic Preservation projects.
3. Organizations with projects funded by the Legislature outside of the review of the Florida Council on Arts and Culture or Secretary of State are not eligible to receive Cultural Facilities grant support for the same Scope of Work from the Division of Arts and Culture within the same fiscal year in which legislative funding is appropriated.
4. No organization may receive more than \$1.5 million during a consecutive previous five (5) state fiscal year period (July 1 – June 30).

Legal Status

To meet the legal status requirement, an applicant organization must be either a public entity or a Florida nonprofit, tax-exempt corporation as of the application deadline in accordance with section 265.701(2), *Florida Statutes*.

Public Entity

A Florida local government, entity of state government, school district, community college, college, or university. Private schools, private community colleges, private colleges, and private universities are not public entities and must be nonprofit and tax-exempt to meet the legal status requirement.

Nonprofit, Tax-Exempt

To apply to the Cultural Facilities grant program, an applicant must be both:

1. **Nonprofit:** incorporated as an active nonprofit Florida corporation, in accordance with Chapter 617, *Florida Statutes*; and
2. **Tax-exempt:** designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at [guidestar.org](https://www.guidestar.org).

The Division of Arts and Culture will verify that the applicant is registered with the Division of Corporations as of the application deadline. If the applicant is not registered with Corporations by the application deadline, the application will be deemed ineligible.

If the applicant is registered in Corporations but their status is not "active," the applicant must correct the status within 10 calendar days of notification or the application will be deemed ineligible.

For more information on corporate status, visit [sunbiz.org](https://www.sunbiz.org) or call the Division of Corporations, profit and nonprofit information line at (850) 245-6052. To verify corporate status, you can review your corporate record online through the sunbiz.org document search tool.

For more information about tax-exempt status, see Exemption Requirements - Section 501(c)(3) Organizations on the Internal Revenue Service website ([irs.gov](https://www.irs.gov)).

Required Documentation

1. All applicants must provide a UEI number. You can request a UEI number at sam.gov.
2. All applicants must provide a copy of the Substitute W-9 with the grant application. This can be found at <https://flvendor.myfloridacfo.com>.

Application Requirements

Grant Period

All proposed activity must take place within the grant period.

- The grant period **start date** is July 1 of the award year.

- The grant period **end date** is June 1 (23 months after award begins) unless an end date extension is approved by the Division.

Accessibility and Nondiscrimination

The Division of Arts and Culture is committed to making the arts and culture accessible to everyone. Organizations seeking support for activities are required to be open and accessible to all members of the public, regardless of sex, race, color, national origin, religion, disability, age, or marital status.

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities in employment, state and local government services, public accommodations, transportation and telecommunication. The ADA extends the requirements under section 504 of the Rehabilitation Act of 1973, as amended, to all activities of state and local governments and places of public accommodations operated by private entities, including places of public display. The 504 Self Evaluation Workbook which can be used as a reference, and downloadable Disability Symbols can be found at dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility.

Request Amount

For purpose-built facilities, that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines at least 85% of the time, you may request up to \$500,000 for renovation, acquisition, or construction of the entire facility. For a multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines less than 85% of the time, you may request up to \$200,000 for renovation, acquisition, or construction of the portion of the facility that is directly related to arts and culture. There is no minimum request amount.

Match Requirements

Applicants must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the division. This is called match.

Total Proposal Expenses are defined as match (cash and in-kind) + request amount. No more than 25% of the total match may be in-kind. See the in-kind section of the guidelines for more details.

25% of the match must be cash on hand at the time of application. Remaining matching funds may be anticipated at the time of application but **must** be documented at the time of application and be received by the end of the grant period. All expenses (both state grant and match) must be paid out (not merely encumbered) by the grant end date of June 1.

Applicants must match the request amount with non-state funds specific to the construction, renovation, or acquisition project. The amount provided as match depends on Total Support and Revenue statement (comprehensive income, revenue and expense) and REDI eligibility. Operating expenses cannot be used as match.

Summary of Match Requirements	Required Match
Last completed FY total support and revenue \$1,000,000 or less	1:1
Last completed FY total support and revenue of more than \$1,000,000 with a REDI waiver	1:1
Last completed FY total support and revenue of more than \$1,000,000 without a REDI waiver	2:1

Exception: The Rural Economic Development Initiative (REDI) recognizes those rural or economically distressed counties or communities designated pursuant to sections 288.0656 and 288.06561, *Florida Statutes*, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

Applicants in a REDI designated area must only provide \$1 of required match for every \$1 requested from the state regardless of their Total Support and Revenue. Applicants requesting the REDI waiver must submit a letter at the time of the application from the eligible county/community indicating their support for the proposal and indicating the request for a match reduction. The Division cannot waive all matching funds.

Types of Match

Three types of match (**must** be on hand at the time of the application submission):

- Cash on Hand (Liquid Assets)

At Least 25% of total request amount match must be cash on hand at the time of the application, documented by bank statements showing restricted funds or city or county resolution.* Fixed Capital Outlay accounts **must** be separate from general operating accounts. Business checking accounts are **not** acceptable unless they are specifically named for that purpose. Cash on hand may exceed 25% of the total match but may never be less than 25% of the total match.

- Irrevocable Pledges

Irrevocable pledges are legally binding promises to donate by individuals or groups.

Irrevocable pledges can make up no more than 75% of the match and must be auditable. Irrevocable pledges must indicate that the funds will be received by the Grantee by the end of the grant period. **Letters from boards or other groups that pledge to raise money for the project are not acceptable irrevocable pledges.** Money already received from an irrevocable pledge is considered Cash on Hand and would already be part of any bank balance.

- Documented In-Kind Contributions

In-kind contributions can make up no more than 25% of the match, must be itemized at the time of application, and the goods and services received and utilized by the end of the grant period. In-Kind Contributions by the applicant are **not eligible** for match.

In-kind (Donated Goods and Services)

The value of all professionally skilled services used as in-kind must be documented in writing by the volunteer. The value of donated goods must also be documented. Records of such documentation must be available upon request.

The value of volunteer services may be calculated using the federal minimum wage or wage rates normally paid for professionals skilled in the service provided (such as a supplier donating construction materials services or an electrician providing pro bono work). For information on the current federal minimum wage, see the Wage and Hour Division of the US Department of Labor at dol.gov/whd/minimumwage.htm.

Organizations must have all match complete and confirmed at the time of application.

***Municipalities and counties (public entities)** must submit an executed copy of an approved resolution by a city or county commission with the application materials. The resolution **must** include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution **must be dated and signed by an authorizing official**. An unsigned resolution will not be accepted and the application will be deemed ineligible. Funding, as indicated by the resolution, must be made available within 90 days of the start of the grant award period. An internal document or budget will not be accepted as documentation. **Resolutions will not be accepted after the application deadline.**

Non-allowable Matching Funds

- Funds that are for General Operating Expenses (i.e. the unrestricted column on the Statement of Activity page of the organization's audit);
- Revenue from bond issues that have not been passed at the time of application;
- Revenue from grants that have not yet been awarded;
- Fundraising costs;
- Legal fees or taxes;
- Matching funds will be designated only to the Scope of Work presented in this application and may not have been used in previous Division or Department of State grants;
- Expenditures made before the grant period;
- Interest paid on mortgage. The interest paid on the mortgage is considered to be the "cost of doing business;"
- Building or Land value;
- Loans and equity; and
- Any State of Florida agency funds.

Matching Funds Documentation

Documentation of matching funds **MUST** include bank statement(s) confirming cash on hand or resolution showing funds dedicated to the Scope of Work.

And as applicable:

- Award letters from third parties;
- Copies of irrevocable pledges (include a list or spreadsheet with totals); and
- Letters of intent or invoices for future in-kind goods and services.

If matching funds are from a single source (i.e. County/Municipality Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project with their support documentation.

Allowable Expenses

Allowable expenses must be:

- not excluded by these Guidelines and approved by the Division;
- necessary and reasonable for the performance of the Scope of Work;
- specifically and clearly detailed in the Project Budget; and
- incurred and paid within the grant period of July 1 of the award year through June 1 (23 months after award begins).

Only allowable expenses may be included in the proposal budget.

Non-Allowable Expenses

Grant (state and matching) funds may not be spent on the following:

- Expenditures made before the grant period;
- Costs incurred or obligated outside of the grant period;
- Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement as described in the original application and approved by the panel;
- Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project;
- Design, fabrication or construction of exhibits not permanently affixed to building
- Commercial property (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.);
- Costs associated with representation, proposal, or grant application preparation
- Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency;
- Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts;
- Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships;

- Regranting, contributions, and donations; and
- **Grant award funds** may not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects. However, matching funds may be used for elements that are part of the project.

Spending state grant funds on expenses that have not been approved by the Division, even if directly related to the program or project, will be disallowed and could result in a legal demand for the return of grant funds.

Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Review Criteria and Scoring

Each eligible application will be evaluated on three (3) competitive criteria

Criteria	Application Section(s)	Worth
Need for Project and Project Impact	Percentage of Arts and Cultural Programming, Production, and Administration; Need for Project; Project Impact; and Operating Forecast Detail	up to 45 points
Scope of Work	Scope of Work; Project Description	up to 30 points
Project Budget and Matching Funds	Proposal Budget Detail; Expenses; Proposal Budget Detail: Income; Matching Funds Statement; and Project Team	up to 25 points

The total possible number of points the panel can award to an application is 100. The panel's evaluation will be based on the information contained in the application, required attachments

and support materials submitted with the application. The panel's individual scores will be averaged to determine a final score for each application.

Applications must receive a minimum average score of 80 or higher to be *recommended* for funding. Applications receiving an average score of 80 or higher will be recommended to the Secretary of State and forwarded to the Florida Legislature for funding consideration.

Applications with a tied average score will be ranked by application number order (lowest to highest).

Review Process

1. Division staff will conduct a technical review to determine eligibility. Eligible applications will then be submitted to the members of the Florida Council on Arts and Culture who serve as the grant review panel.
2. The members of the Florida Council on Arts and Culture will evaluate each application on the review criteria and assign a score.
3. The Florida Council on Arts and Culture approves a list for submission to the Secretary of State.
4. The Division forwards a ranked list to the Secretary of State.
5. The Secretary of State approves the ranked list for submission to the Legislature for funding consideration.

Staff Review

The technical review of applications verifies:

1. Applicant has the correct **legal status** (public entity governed by either a municipality or county or not-for-profit, tax-exempt, Florida Corporation).
2. Applicant has **unrestricted use** of the land and buildings associated with the project. The applicant **MUST** be able to file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10-year surety bond. See **Unrestricted Use of Land and/or Buildings** for additional information.
3. **The facility is owned by a public entity governed by either a municipality or county, or a not-for-profit entity.**

4. **The lease agreement is dated and signed** by all parties (if applicable).
5. Documentation of **Total Support and Revenue** for the last completed fiscal year has been provided and matches the information provided in the application.
6. The appropriate level of funding has been requested.
7. Appropriate **matching** funds ratio has been identified and documentation has been provided.
8. **Current architectural plans** signed by a licensed architect or engineer clearly indicating the scope of work have been provided. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided.**
9. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on have been submitted.
10. **Current project support** of local officials (city and county government), community groups, and community members —for this project— has been provided.
11. Applicants **with structures 50 years or older have submitted a determination letter (stating that the proposed project will have NO adverse effects to the building’s historical significance) from the Division of Historical Resources (DHR)** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333). This includes structures where the intent is demolition.
12. Documentation supporting percentage of facility use for arts and cultural purposes as it pertains to the organization’s mission per section 265.283(1), *Florida Statutes* has been provided. If project is for a NEW space without previous programming, programming examples **must** be provided. Responses to application questions regarding the percentage of facility use **must** be verifiable and support the organization’s mission and the purpose of the proposed project.
13. For applicants with acquisition projects only: **Appraisal and purchase documents** have been provided.

Only documents that provide clarification to staff will be considered after the application deadline. If necessary, a request for clarification will be sent with a response deadline. Such requests will be made in writing to the Applicant Organization using the contact information provided in the application. These requests are not for additional information, but to clarify the information already submitted in the application. Responses received after the established

deadline will not be accepted. Clarifications will become an official part of the application.

Required documents that were not submitted with the application will not be accepted.

Information Provided to the Florida Council on Arts and Culture Review Panel

The Division will make available a staff report on each eligible application that provides an assessment of the information provided in the grant application. The staff report will include:

1. A synopsis of the proposed Scope of Work;
2. A summary of all previously awarded Cultural Facilities grants and Fixed Capital Outlay line item grants and their completion status and history of management by the applicant;
3. Any clarification requested from an Applicant Organization and received by the specified deadline;
4. An assessment of the proposed Scope of Work and timeline regarding the grant period and comparison to previously-funded Cultural Facilities projects;
5. An assessment of the proposed estimated budget including eligibility of claimed match contributions, with recommendations for any grant request amount adjustments that may be justified by the findings of the staff technical review. Examples of the need for such adjustment would be:
 1. A recommendation to delete work related to non-allowable costs;
 2. Work not consistent with the Cultural Facilities guidelines;
 3. To reduce the grant award in an amount commensurate with inadequately documented or non-allowable match contributions; or
 4. To reduce the request amount based on the eligible funding level as determined by the specific use of the facility.
6. Other information regarding the Applicant Organization and its compliance with previous Division grants, if relevant.

Florida Council on Arts and Culture Review Panel

Panel meetings are a public process and anyone can participate by attending in person or via the virtual meeting option. Participation instructions will be emailed to applicants and posted on the Division's web site and in the online grant system. The Division strongly encourages applicants to participate in the grant panel meeting—however, it is not required. Participating in the panel process can be very helpful for those that intend to apply for future grants.

Members of the Florida Council on Arts and Culture serve as the grant review panel for the Cultural Facilities program. A Division staff member will serve as the panel Chair. Chairs do not vote on applications being reviewed.

A typical panel meeting will include the following:

1. Call to Order
2. Introduction of Panelists and Staff
3. Panel Instructions from the Chair
4. Scoring of applications. For each application:
 - the Chair will announce the application number and applicant name
 - applicants may provide a *brief* update on the application. Updates may only include new proposal information
 - applicants will be permitted to respond to panelist questions
 - each panelist will voice his or her score
 - panelists may choose to recommend and vote to reduce an eligible request amount
 - division staff will calculate and voice the total points and the average panel score
5. Public comment - anyone (including applicants) may speak about the applications under consideration.
6. Panel Recommendations
7. General discussion from the panel (i.e., regarding policies, procedures)
8. General comments from the public - limited to 3 minutes or at the Chair's discretion
9. Closing remarks from the Chair
10. Adjournment

Any information provided during the panel review that negatively affects an application may result in an application being deemed ineligible or a reduction in request amount.

The panel chair will request discussion and a vote on the recommended funding list, ranked in order of total average score (highest to lowest). The Council may amend the recommendations based on new or existing pertinent information about the application or panel proceedings such as:

- Score calculation errors by the Division;
- Applicant noncompliance with administrative requirements of previous grants from the Department of State;
- Bankruptcy or other fiscal concerns;
- Changes in the applicant's staff that would impair implementation of the proposed grant activity;
- Typographical errors in the Committee's recommendations.

Funding Process

The Secretary of State will provide the Legislature with an approved list, ranked in order of total average score, with funding recommendations for all projects that received a total average score of 80 and above. The Legislature may use this list to make funding decisions.

Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract.

What if an application is not funded?

If the Legislature does not fund **any** applications on the list presented in a given year, the applications on that list are eligible for “rollover” for the following year (only). Applications may only be on the rollover list once. If your application is not funded on the rollover, you must submit a new application. If the ranked list is partially funded in a given year, there is no “rollover” option.

Why Rollover?

As a rollover, your application:

- Is guaranteed a place on the next recommended funding list if you submit a Rollover Update;
- Will not be re-scored, but will be ranked by the original score on a list that includes new applications; and
- Will be recommended for the amount of funding that was originally requested.

A single list (of both rollover and new applications) ranked in order by average score, highest to lowest, will be submitted to the next session of the Legislature. Rollover application recommendations will be identified as such on the ranked list.

Rollover Update

Applicants wishing to rollover must submit a Rollover Update. This should provide updated information pertinent to the application since its original submission in the following application sections:

- Scope of Work (Project Description) as recommended by the Council and approved by the Secretary of State;
- Project Budgets;
- Matching Funds Statement; and
- Contact information.

A specific deadline will be established and eligible applicants will be notified by email. When you submit the Rollover Application, Division staff will:

- Verify Basic Eligibility;
- Verify that the Project Description in the Rollover application has **NOT** changed from the Project Description in the original application that was recommended by the Council and approved by the Secretary of State; and
- Verify match percentages and documentation.

Removal from the Rollover List

An organization will be removed from the rollover list for the following:

- Failing to submit the updated information by the rollover deadline announced on the Division's website; and
- Failing to maintain basic eligibility, required match, or undisturbed use of the building or land or both.
- Changes in Scope of Work (Project Description)

Note: The project that was recommended for funding by the Florida Council on Arts and Culture and approved by the Secretary of State must not change. If changes to the Scope of Work are required, the applicant must submit a **NEW** application on the DOS Grants System at dosgrants.com during the regular application window.

How to Apply

Applications must be submitted on the DOS Grants System at dosgrants.com.

All application information submitted to the Division is open for public inspection and subject to the Public Records Law (Chapter 119, *Florida Statutes*).

Application Form

The application form must be completed using the Division's online grant application and submitted online by 5:00 p.m. ET on the application deadline. Deadlines are posted on the Division's web site at dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities.

Applicants may request that a submitted application be electronically un-submitted at any point before the application deadline. The application must be resubmitted by the application deadline to be considered.

Attachments and Support Materials

Attachments and support materials must be uploaded into the online grant application system. Attachments and support materials will not be accepted by any other method including email and fax.

Required Attachments

Attachments are required documentation of eligibility. The required attachments for Cultural Facilities are:

1. **Matching Funds** Documentation.
 - Bank statements, awards, contracts, for **cash on hand**.
 - Copies of **irrevocable pledges (include a list or spreadsheet with totals)**.
 - Letters and/or invoices from **in-kind contributors**.
2. Documentation of **Unrestricted Use** (construction and renovation projects only; see Unrestricted Use of Land and/or Buildings).
 - Deed, title, or property tax statement to document **unrestricted use; or**
 - Executed copy of lease and written explanation of any easements, covenants, or other conditions to document **unrestricted use**.
3. **Total Support and Revenue** Documentation (See Total Support and Revenue)
 - Audit or financial statement; OR
 - Audit or financial statement of the organization that will be responsible for management of the facility (*public entity applicants only*).
4. Current **Architectural Plans** (for new construction and renovation projects only) certified by a licensed architect or engineer. If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. (See Architectural Plans).
5. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.
6. **Project Support** Documentation
 - Up to 6 current letters of support from local officials (City and County Government), community groups, and community members (See Support Letters).
7. **Bureau of Historic Preservation (BHP) Determination Letter** stating that the proposed project will have **NO adverse effects to the building's historical significance** for buildings 50 years or older (See Historical Review Requirements).
8. **Nonprofit IRS Letter**. Not-for-profit tax-exempt applicants must also provide one (1) copy of your IRS 501(c) (3) or 501(c) (4) determination letter.
9. **Substitute W-9**. A copy can be obtained at flvendor.myfloridacfo.com.
10. **Form 990** for the organization's last completed fiscal year.

11. **Mission and Programming Materials** such as season program, box office statement, educational programs that document percentage of arts and cultural programming of facility. If project is for a new space without previous programming, provide programming examples.
12. **Additional Support Materials:** Support materials will be considered by panelists in the review and scoring so including them is highly recommended (See Support Materials).
13. **Appraisal and Purchase Documents (for Acquisition projects only):** In this attachment the Applicant Organization must include an appraisal(s), purchase agreement, title/owner search, and certified land survey. All closing costs are the responsibility of the Grantee. In addition to the supporting documents required for all applications, this application must include the following:
 - A copy of an executed option or purchase agreement;
 - A copy of the complete appraisal prepared by a Florida State Certified General Real Estate Appraiser;
 - A copy of a title search; and
 - A copy of the certified land survey.

Unrestricted Use of Land and/or Buildings

You must provide documentation that the Applicant has Unrestricted Use (either ownership or lease) of the building and the land associated with the proposal/project.

- **Ownership:** Legal proof of unrestricted ownership of property and building by the applicant. Unrestricted means unqualified ownership and power of disposition. Documentation may include a deed, title, or a copy of a recent property tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership.

If you do not have ownership of property and building, you must provide:

- **Lease for a specific period of time:** The lease must be executed/effective at the time of the application deadline and remain in effect for a length of time of not less than ten (10) years following the Grant Award. Only facilities with leases in which the lessor is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant. Facilities or property owned by an individual or for-profit entity are not eligible for a Cultural Facilities grant
- **Documentation must include an executed copy of a lease** (see definition of Lease) and a written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both.
- **Ownership of Improvements:** Applicants must retain ownership of all improvements made under the grant unless land or buildings or both are owned by the State of Florida and leased to an eligible applicant.

Total Support and Revenue (Statement of Comprehensive Income, Revenue and Expense)

You must provide documentation of your Total Support and Revenue for your last completed fiscal year.

- **Not-for-profit, tax-exempt organizations** provide an audit to substantiate Total Support and Revenue. If you do not have an audit, provide a financial statement **signed and certified by the authorizing official**, as documentation of Total Support and Revenue (Upload the last completed fiscal year).
- **Municipal or county governments (public entities)** - Either an audit or an internally prepared financial statement must be submitted as documentation of Total Support and Revenue (Upload the most recent available).
- If a City or County government owns the building or land or both and is applying on behalf of a not-for-profit organization, then the financial statements (or audit) of both entities are required.

Architectural Plans

All new construction and renovation applicants must upload current architectural plans for the facility certified by a licensed architect or engineer (not required for building acquisition). If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Applicants are required to include budget estimates provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

Support Letters

All applicants must submit current letters of project support from local officials (City and County Government), community groups, and community members who are lending support to this project. Letters should be from individuals who have actually visited the facility (if a renovation project) or participated in programs (if a new facility). **Applicants should avoid form letters; original letters that are signed and current are preferred.** A maximum of six support letters are recommended.

If matching funds are from a single source (i.e. Municipality/County Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project.

Historical Review Requirements

Facilities that are 50 years old or older may have historical significance that must be preserved. This includes structures where the intent is demolition. If your facility meets the criteria, the Bureau of Historic Preservation (BHP) must approve your project plans before submission of your application. Upload a copy of the BHP determination letter stating that the proposed project will have **no adverse effects** to the building's historical significance at time of the application.

Please note that the review time for projects is approximately 30 days once all required information is received by the Bureau of Historic Preservation office. If you have questions, please contact the Review and Compliance Section at 850.245.6333 or visit BHP web site at dos.myflorida.com/historical/preservation/compliance-and-review/documents-forms.

Support Materials

Support materials may include, but are not limited to:

- Photographs;
- Supplemental or expanded budgets;
- Flyers, brochures;
- Newspaper articles; and
- Plans for sustainable design.

Please submit only high quality materials that support your application and only as many as you need. Required attachments do not count towards the 10 upload limit.

It is your responsibility to verify and receive permission for the use of any copyrighted materials. You are also responsible for considering accessibility of your materials.

File Formats

Council members are not required to own specific software and the Division makes no guarantee that reviewers will be able to view your digital materials. To increase the chances of file compatibility, make sure files are in one of the following formats.

- Documents: doc., docx, .pdf, or .txt
- Images: .jpg, .gif, .png, or .tiff
- Audio: .mp3
- Video: .mp4, .mov, or .wmv

MacOS productivity files such as Pages, Keynote, and Numbers are not acceptable formats. Please save files into .pdf format before submission.

In lieu of large media files, the Division recommends providing a document with links to view media online.

Uploading Instructions

- Attachments and support materials must be uploaded in the online system by the application deadline.
- You may include up to 10 uploads for your support materials in addition to your Required Attachments. You can include more than one item in an upload. Do not upload multiple copies of the same file. You must describe your materials as you upload them.

Grant Forms

The following forms must be used in the administration of all grants in these guidelines and are hereby incorporated by reference and available from the Division through dosgrants.com:

#	Title	Form #	Effective Date
1.	Cultural Facilities Grant Application	CA2E147	XX/XXXX
2.	Grant Award Agreement	CA2E038	XX/XXXX
3.	Cultural Facilities Program Report	CA2E048	XX/XXXX

Single Audit Act

All grant award recipients are required to complete a Single Audit Act certification form through the Department of State grants management system at dosgrants.com. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. Certifications and any required audit are due nine months following the organization's fiscal year end date. See Florida Single Audit Act for more information.

Definitions

Accessibility - Opening existing programs, services, facilities and activities to individuals with disabilities. Inclusiveness of persons with disabilities is addressed through staffing, mission, policy, budget, education, meetings and programs to ensure that audiences/participants have an equal range of opportunities.

Applicant - A non-profit, tax-exempt, Florida corporation or a local or state governmental entity, school district, community college, college, university or artist engaged in or concerned with arts and cultural activities that is requesting grant funds from the Division.

Applicant Cash (\$) - Funds from the applicant's present and/or anticipated resources. For the Operating Budget purposes, this line-item represents withdrawal from savings. This line item is often used to "balance the budget" when expenses exceed other revenues. It shows the applicant's ability to "pay the bills" for all expense items. If there are excess revenues, reduce this line to zero or only the amount needed to balance the budget. Negative numbers cannot be used to balance the budget.

Authorized Official - Name of person with authority to legally obligate the Applicant.

Cash Reserves (\$) - For most organizations, this will be your savings account, other cash reserves or investments that are available to spend on general operations or programs. The "reserve" will usually increase when there are excess revenues for the year and decrease if there was a deficit. This is more a year end accounting function than actual day to day activity.

Catalog of State Financial Assistance (CSFA) - A statewide compendium of state projects that provide financial assistance to nonstate entities. As the basic reference source for state projects, the primary purpose of the Catalog is to assist users with obtaining general information on state projects and identifying state projects that meet specific objectives. State projects are cataloged by agency and are assigned a Catalog of State Financial Assistance (CSFA) number for easy referencing. The Cultural Facilities CSFA number is 45.014.

Community - The geographic area and/or constituents served by the applicant (for general program support requests) or by the proposal (for project requests).

Community Organizations - Civic, social service and business groups that may be involved in the project for which funding is being requested. These may include science organizations, historical organizations and organizations which serve diverse populations.

Congressional District of Applicant - District of the United States House of Representatives in which the applicant's business address is located.

Contact Person - The person to contact for additional information about the application. The person with immediate responsibility for the project.

Costs: Allowable (\$) - Costs shall be allowed for the purposes of a grant provided that:

- they occur or are obligated within the grant period specified on the grant application; and
- they are solely for the purposes of the grant and can be easily identified as such.

Council - The Florida Council on Arts and Culture; a 15-member advisory council appointed to advise the Secretary of State regarding cultural grant funding and on matters pertaining to culture in Florida.

Cultural Diversity - Having the characteristic of being deeply rooted in and reflective of ethnically diverse, inner-city or rural populations and which represents the works of a particular culture, including an ethnic minority.

Cultural Events - Includes different artistic, cultural or educational activities which were produced or sponsored by the grantee, were open and accessible to the public and took place in the grant period, i.e. performances, exhibits, rehearsals, workshops, classes, seminars, demonstrations, conferences, publications or media broadcasts. Do not include strictly fund-raising/gala events. Note: to count number of events, only include the number of different events which were offered, i.e. a play performed ten times or a museum exhibit running for three months, should each be counted as one event.

Deliverable - The quantifiable goods or services that must be provided in order to receive payment. Each deliverable must be connected with one or more activities identified and described in the Scope of Work. Deliverables, along with the Scope of Work, are included in the grant agreement. Deliverables must be agreed upon by both the Division and the grant recipient. The deliverables will be developed by the grant applicant in the grant application for inclusion in the grant agreement but may be renegotiated by the Division.

Department - The Florida Department of State.

Director - The Director of the Division of Arts and Culture.

Disability - A physical or mental impairment that substantially limits one or more major life activities.

Division - The Division of Arts and Culture of the Department of State.

End Date - The last date of fiscal activity in the project for which assistance is requested.

Equipment (\$) - All items which cost in excess of \$5,000 (per unit) and have a life expectancy of over one year.

Financial Consequences - The financial consequences that will be applied if the grant recipient fails to perform all tasks outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment. Per Section 287.058, *Florida Statutes*, the Division is required to specify a reduction in grant funding that will be applied if the recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement.

Florida Accountability Contract Tracking System (FACTS) - The State of Florida's centralized online contract reporting system. All information pertaining to the grant agreement will be available on the FACTS system and viewable by the public. This includes the grant agreement, payment information, deliverables, performance metrics, grant award and audit information. FACTS is online at facts.fldfs.com.

Florida Single Audit Act – Requires an audit of a nonstate entity's financial statements and state financial assistance if \$750,000 or more in state financial assistance is expended during the non-state entity's fiscal year. Such audits shall be conducted in accordance with the auditing standards as stated in the rules of the Auditor General.

Folklife - Means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction (267.021, *Florida Statutes*).

Government Support: Federal (\$) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the federal government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: Local/County (\$) - Cash support derived from grants or appropriations given for this project by agencies of the local or county government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: State/Regional (\$) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the state government and/or multi-state consortiums of state agencies or a proportionate share of such grants or appropriations allocated to this project.

Grant Award - The dollar amount of a grant award approved by the Secretary of State for a project, program or general program support as outlined in the application.

Grant Award Agreement - The document by which the Grantee enters into a contract with the State of Florida for the management of grant funds.

Grant Award Letter - The letter signed by the Secretary of State or an authorized representative of the Department of State and countersigned by the grantee. The grant award letter contains the grant award amount.

Grant Period - The time for the use of the grant award as set forth in the grant award agreement.

Grantee - An organization receiving a grant award from the Department of State.

In-Kind Contribution (\$) - The documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

Individuals Participating - The total number of individuals who are directly involved in the funded activity as artists, non-artist project participants or audience members between the grant or project start and end dates.

Figures should encompass only those individuals directly affected by or involved in the funded activity and should include Artists Participating and Youth Benefiting. For General Program Support count artists, staff, audiences and project participants directly involved with organization's events and services within the given funding period; do not substitute the entire population of the geographic area served. For projects related to publication, report the number of persons using the materials or the number of copies actually distributed; do not substitute the total number of copies produced. For Internet-based projects, report the number of unique users; do not substitute the number of "hits" or times the information was accessed.

Marketing (\$) - Include all costs for marketing/publicity/promotion specifically identified with the project or programming. Do not include payments to individuals or firms which belong under "Personnel," or "Outside Fees and Services: Other." Include costs of newspaper, radio and television advertising, printing and mailing of brochures, fliers and posters and space rental when directly connected to promotion publicity or advertising

Matching Funds - The portion of the project costs not borne by the Department of State. Matching funds shall amount to at least 50 percent of project costs which may include up to 25 percent of project costs as in-kind, unless otherwise specified in the Grant Award Agreement.

Funds received from the sale of the Arts License Plates are considered local government support and are allowed as match.

Minority - A lawful, permanent resident of Florida who is one of the following:

- an African-American (a person having origins in any of the racial groups of the African Diaspora);
- a Hispanic-American (a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean, regardless of race);
- an Asian-American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands, including the Hawaiian Islands prior to 1778);
- a Native-American (a person who has origins in any of the Indian Tribes of North America prior to 1835); or
- an American Woman. [288.703(4), *Florida Statutes*]

Noncompliance - The grant recipient is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies or other applicable laws.

Non-profit - Incorporated as an active non-profit Florida corporation, in accordance with Chapter 617 or Chapter 623, Florida Statutes. We do not fund Foreign Non-profits. A foreign non-profit is an existing corporation that is registered to do business in a state or jurisdiction other than where it was originally incorporated.

Older adults - Individuals over the age of 65 that directly attended/participated in the project or program.

Outside Fees and Services: Other (\$) - Payments to firms or persons for non-artistic services or individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming.

Outside Fees and Services: Programmatic (\$) - Payments to firms or persons for the programmatic services of individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming. Include artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers,

video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, etc. serving in non-employee/non-staff capacities.

Personnel: Administrative (\$) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming, for executive and supervisory administrative staff, program directors, educational administrators, managing directors, business managers, press and agents, fund raisers, clerical staff such as secretaries, typists, bookkeepers; and supportive personnel such as maintenance and security staff, ushers and other front-of-the-house and box office personnel.

Personnel: Programmatic / Artistic (\$) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming for programmatic personnel including artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers, video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, puppeteers, etc.

Personnel: Technical/Production (\$) - Payments for employee salaries, wages and benefits specifically identified with the project, for technical management and staff, such as technical directors; wardrobe, lighting and sound crew; stage managers, stagehands; video and film technicians, exhibit preparators and installers, etc.

Presenter (Sponsor) - An organization that is in the business of presenting professional performing artists or arts groups to the public.

Private Support: Corporate (\$) - Cash support derived from contributions given for this project (other than this grant request) by business, corporations and corporate foundations or a proportionate share of such contributions allocated to this project.

Private Support: Foundation (\$) - Cash support derived from grants given for this project or programming by private foundations or a proportionate share of such grants allocated to this project or programming.

Private Support: Other (\$) - Cash support derived from cash donations given for this project or a proportionate share of general donations allocated to this project. Do not include corporate, foundation or government contributions and grants. Include gross proceeds from fund-raising events.

Project Costs - All allowable expenditures incurred by the grantee and the value of in-kind contributions made by the grantee or third parties in accomplishing the grant.

Project Title - A short descriptive title of the project for which applicant is requesting assistance. If no formal title exists or if the title is not descriptive, a short phrase describing the activities of the project should be substituted.

Public Entity - A Public Entity is a Florida local government, entity of state government, school district, community college, college or university. Private schools, private community colleges, private colleges and private universities are not public entities and must be non-profit and tax-exempt to meet the legal status requirement. Public entities are not eligible to apply to the Arts in Education category. Public entities may apply to another discipline or the Arts in Education Specific Cultural Project Program grant category.

Recurring Cultural Program - Recurring cultural programs exist within multipurpose public or private non-profit institutions such as municipalities, universities, foundations, cultural centers and organizations, museums and other arts and cultural organizations. To be eligible:

- a cultural program located within a multipurpose institution must function as a discrete unit within its parent institution and present or produce a full season of programming on a yearly basis;
- have a full segregated and itemized budget within that of its parent institution;
- have an advisory board that governs the activities of the program; and
- be able to separately fulfill the Basic Eligibility and discipline-specific requirements.

Entire departments or schools within a university, college or other multipurpose institution do not qualify as recurring programs.

Regional - Within the state, at least 150-mile land radius of venue.

Regranting - Using state grants monies to underwrite grants programs or individual grants within one's own organization or another organization. Regranting of Division funds is prohibited.

Remaining Operating Expenses (\$) - All expenses not entered in other categories and specifically identified with the project. Include non-structured renovations, improvements, scripts and scores, lumber and nails, electricity, telephone and telegraph, storage, postage, photographic supplies, publication purchases, sets and props, equipment rental, insurance fees, trucking, shipping and hauling expenses not entered under "Travel."

Remaining Proposal Expenses (\$) - All expenses not entered in other categories that are specifically identified with the project or programming.

Revenue: Admissions (\$) - Revenue derived from the sale of admissions, tickets, subscriptions, memberships, etc. In the Proposal Budget the admissions must be for events attributable or prorated to the proposal.

Revenue: Contracted Services (\$) - Revenue derived from fees earned through sale of services (other than this grant request). Include sale of workshops, etc., to other community organizations, government contracts for specific services, performance or residency fees, tuition, etc. Include foreign government support.

Revenue: Other (\$) - Revenue derived from sources other than those listed above. Include catalog sales, advertising space in programs, gift shop income, concessions, parking, investment income, etc.

Rural Economic Development Initiative - (REDI) recognizes rural or economically distressed counties and communities. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

School-based Cultural Events - Cultural events that directly involve the participation of a public or private PreK-12 school, i.e. school field trips to arts organizations, performances or workshops which took place on school grounds or other collaborations between arts organizations and schools. In school-based cultural events, the school is involved in organizing the children's participation in the cultural event. Touring companies should not report attendance at schools when the program was funded by the Division's state touring grant program.

Scope of Work - A description of the specific work to be performed under the grant agreement in order to complete the project. The Scope of Work will be provided by the grantee for inclusion in the grant agreement if the grant is awarded funding.

Secretary - The Florida Secretary of State.

Service Area - Regular client/program participants, not including broadcasts.

Space Rental, Rent or Mortgage (\$) - Payments for rental of office, rehearsal, theatre, hall, gallery and other such spaces. Do not include principal of mortgage; include interest only. Do not include rental of housing for guest artists or other persons.

Start Date - The first date of fiscal activity in the project for which assistance is requested.

State Supported Institution - Any organization whose general operations budget is supported by funds from state appropriations which exceeds \$10,000, exclusive of competitive, nonrecurring grants.

Tax-exempt: designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at guidestar.org.

Total Fund Revenue - Means all revenue received by an organization during a fiscal year and recognized in the organization's independent certified audit or attested financial statement.

Total Operating Income (\$) - Gross operating income for the organization's last completed fiscal year. Governmental agencies may include all funds directly appropriated and administered by the applicant agency, as well as support services provided by the agency, that are directly attributed to the program. A detailed listing of these support services must be attached to the grant application operating budget and must be approved by and signed by agency budget officials. Do not include capital contributions or expenses in the operating budget.

Traditional Arts - Traditional arts are traditional cultural expressions through which a community maintains and passes on a shared way of life. Traditional arts are rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed from generation to generation, most often within family and community, through demonstration, conversation and practice. Traditional art expressions are usually learned informally through a relative or the community and are maintained without formal teaching or academic training. Traditional arts are learned orally or by observation and imitation, often through a master artist instructing an apprentice. Some traditional arts have a deep-rooted history with little change, while others are constantly evolving and adapting to their changing environment.

Florida Statutes Definition “. . . (6) Folklife means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction,” 267.021 FS.

The Traditional Arts discipline includes many forms and processes of expression including, but not limited to: performing traditions in music, dance and drama; traditional storytelling and other verbal arts; traditional crafts; visual arts; and architecture.

Examples of Traditional Arts projects may include an African Caribbean Dance Festival, Music and Dance of India, Cherokee Storytelling and African American gospel music *in which each art form is presented by a traditional artist.*

Note: The Traditional Arts discipline is **not** intended for programming that focuses primarily on the following activities: research for scholarly purpose only; historical presentations; re-creations or re-enactments; cultural appropriation and revivalism, tourism and contemporary studio crafts or reproductions.

Travel (\$) - Include fares, hotel and other lodging expenses, taxis, per diem payments, toll charges, mileage, allowances on personal vehicles, car rental costs, etc. For transportation not connected with travel of personnel and for trucking, shipping or hauling expenses see "Remaining Operating or Proposal Expenses."

Underserved Designation – Either a rural or minority cultural organization.

A **rural** cultural organization is:

- Designated by the Rural Economic Development Initiative (REDI) as an economically distressed county or community. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

A minority cultural organization is:

- Community-based,
- Deeply rooted in and reflective of a specific religious, racial, national or cultural group of non-western or Judeo-Christian tradition or
- Composed of at least 51% persons who represent such groups as African American, Hispanic, Native American, Asian/Pacific Islander, individuals with disabilities and other minorities. This includes staff, board, artists and volunteers. Gender is not considered a minority for the purposes of this program.

Youth Participating - Individuals under the age of 18 that directly attended/participated in the project or program.

Help

For general information about the Division of Arts and Culture and to access grant information, panel details and resources, visit our web site at: dos.myflorida.com/cultural.

For information about the Cultural Facilities program, contact the program manager responsible for your proposal type and discipline at dos.myflorida.com/cultural/about-us/staff-listing.



Agenda Item No: 13.b

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: New Business

Subject Title: Resolution 2023-32 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: In October 2019, the Town Commission authorized the Town Manager to execute an agreement with HR Compensation Consultants, LLC (HRCC) to conduct a Job Description review, recommend updates to the existing job descriptions and review the existing compensation plan for the Town. The contract was amended in July 2020 to include a market study. The Town Commission approved the pay plan on September 14, 2020.

Since the new pay plan was approved, the job market has become highly competitive with increases in salaries and benefits that have made the pay plan adopted in 2020 outdated. The Town was in danger of losing several of our staff to more lucrative positions and so to immediately address retention, the Town approved a one dollar an hour wage increase for Maintenance I, II and III positions at the February 14, 2023 Commission meeting. To address the long-term challenges for all employees, staff stated they would engage an HR consultant group to conduct a position and pay grade study to assess all Town positions to make sure salaries are fair and competitive in both the current and future labor market.

In March 2023, the Town contracted with HR Compensation Consultants, LLC (HRCC) to review our current pay plan. HRCC worked with the Town to identify the most appropriate organizations to survey for comparison. The market survey obtained pay range information (minimum, midpoint, and maximum value) from the following public-sector organizations, comparable in size and operations: Dania Beach, Sunny Isles Beach, Bay Harbour Islands, Lighthouse Point, Hillsboro Beach, Southwest Ranches, Lauderdale Lakes and Wilton Manors.

After reviewing the neighboring communities data, HRCC recommended the following updates to the Town's payroll:

1. **Update Job Classifications for certain positions.** In speaking with staff, it became apparent that there were a few changes necessary to the Town's current job classifications to support the Town's operational needs by providing the flexibility necessary to allow for employee growth and development.

Position	Recommended Change
Ambassador (Maintenance)	Remove unfilled position. Duties covered by Public Works staff
Town Clerk	- Two pay grades for the Clerk position - Grade 7 - Non-Certified - Grade 8 – Certified - Certifications can include Certified Municipal Clerk (CMC), Master Municipal Clerk (MMC) designation
HR Manager	- Two pay grades for the HR Manager position. - Grade 6 - Non-Certified - Grade 7 – Certified - Certifications can include Professional in Human Services (PHR); Senior Professional in Human Resources (SPHR) from HCRI or American Staffing Association (ASA) designations. - This position was downgraded in FY22 to an Administrative Specialist position. We realize the value of having an HR Manager and are recommending returning this position to our job classifications in FY24.
Administrative Specialist	- Downgrade from Grade 5 to Grade 4. - Recommended administrative support role for Finance, Clerk office and Special Events. - This position could be a part-time or full-time position as necessary.
Special Events & Marketing Coordinator	- Two pay grades for the Special Events & Marketing position. - Senior, Special Events & Marketing Coordinator - Role & Level – T5 - Grade 6 - Special Events & Marketing Coordinator - Role & Level – A5 - Grade 5
Assistant to the Town Manager	- Change from Grade 7 to Grade 8 - Change Role from P3 (Professional) to L3 (Leadership)
Accounting Specialist	- Two pay grades for the Accounting Specialist position. - Senior, Accounting Specialist - Role & Level - A4 - Grade 4 - Accounting Specialist - Role & Level – A2 - Grade 2

2. **Update salary ranges to become competitive with the surrounding market.**

To address the competitive market and to make sure we are able to provide a liveable and fair wage to our employees, HRCC has made the following recommendations based on the current and future job market, needs of the Town. HRCC found that the Town pay ranges were between 15% and 25% below the current labor market. To address this deficiency, they suggest the following adjustments beginning July 1st:

- a. **Amend the current pay plan.** The new proposed ranges (Exhibit 2) are formulated to sustain the labor market for the next three to four years. This affects seven positions by requiring an increase to bring their salary within the adjusted salary ranges.

Cost to implement in FY23 (July 1 – Sept 30) – \$8,567.51

- b. **Provide a cost of living wage increase.** Over the past two years the cost of living in South Florida and inflation has increased over 10% annually. The Town's policy is to give up to 5% raises based on merit and while in good economic times, this policy provides adequate increases, it does not keep up with economy when the cost of living increases exponentially. Therefore, HRCC recommends that the Town give an across-the-board general 4.0% cost of living increase. This increase is necessary to keep employee wages reasonable compared to living expenses.

Cost to implement in FY23 (July 1 – Sept 30) - \$21,675.54

- c. **Adjust for equity.** There are several employees that have been in their positions for several years. Their pay should be adjusted to reflect their longevity.

Through staff restructuring over the past year, the Town has had a saving in salaries. As of June 2, 2023, the amount paid in salaries has been \$120,000 less than what was budgeted. This savings will fund the increase.

Recommendation: Approval of Resolution 2023-32 accepting, approving, and implementing the job and pay framework study prepared by HR Compensation Consultants, LLC.

Exhibits: Ex. 1 Resolution 2023-32

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

3
4
5
6
7
8

10
11
12

13

14

15

16
17
18

19
20
21

22
23

24

25

26
27

Section 3. Authorization to Implement. The Town Manager and all appropriate Town officials are authorized to take all actions necessary to implement the terms and conditions of the Pay Plan and Pay Ranges, attached as Exhibits A and B, respectfully, which includes without limitation revision of Town job descriptions.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 27th day of June 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Cvfg`gr ?



HR COMPENSATION CONSULTANTS, LLC

Job and Pay Framework

FOR JUNE 27, 2023

HR COMPENSATION CONSULTANTS, LLC

HEAD OF THE HRCC TEAM

KATIE MILLER BUSCH

PROJECT MANAGER AND
LEAD COMPENSATION CONSULTANT
GRP®
SHRM-SCP
25 years in compensation consulting



DIANA SPIELMAN
LEAD DATA ANALYST



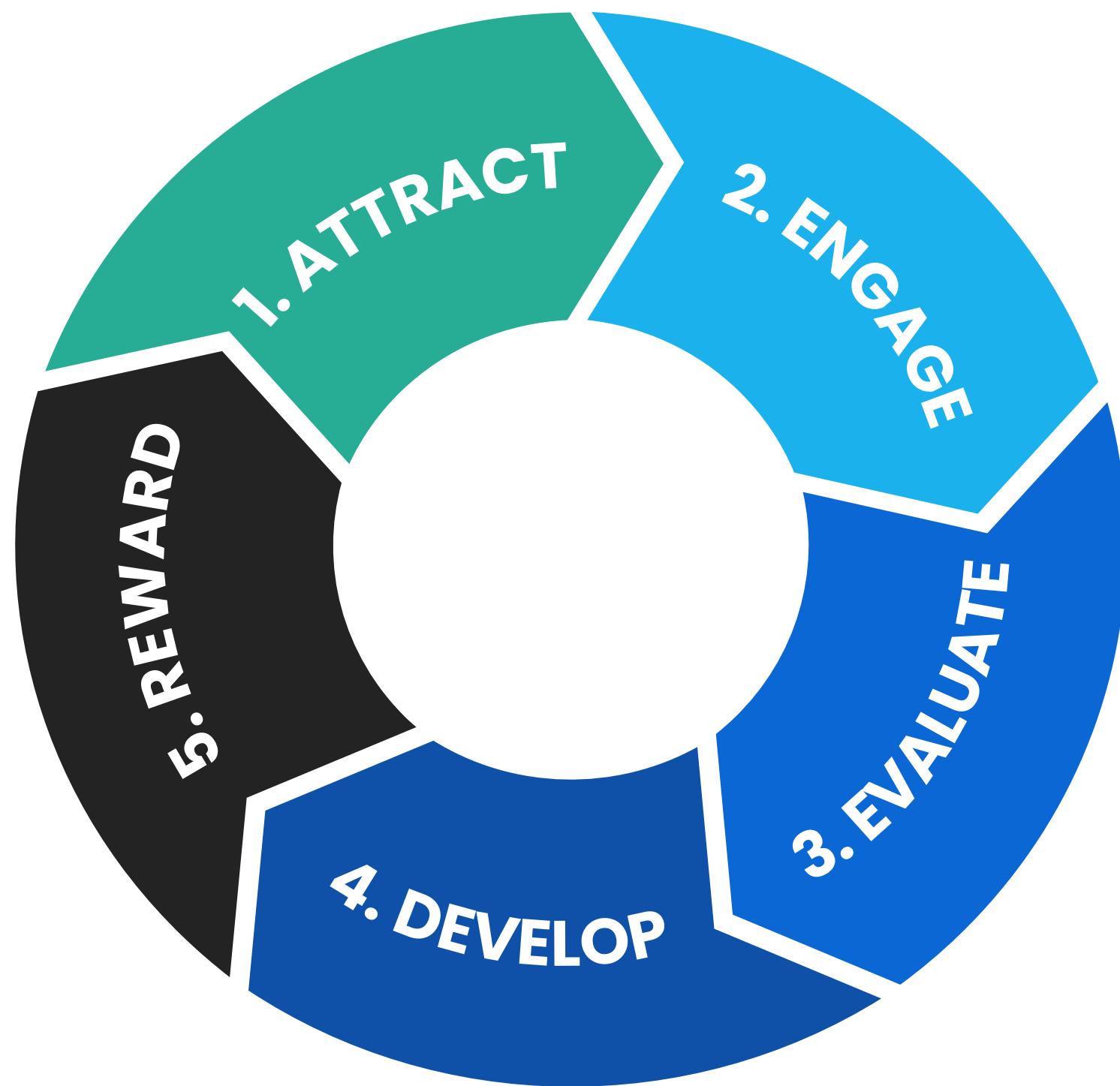
JASON BUSCH
IT SUPPORT & DATA MANAGER



LAUREN VITALI
JOB DESCRIPTION REVIEWER



GOALS OF A JOB & PAY FRAMEWORK



YOUR PLANS SHOULD BE:

- ✓ internally equitable
- ✓ externally competitive
- ✓ align with the organization's mission and values
- ✓ fiscally responsible
- ✓ support the organization's total reward philosophy
- ✓ give managers good guidance on making pay decisions

JOB & PAY FRAMEWORK UPDATE

TYPICAL PROJECT PROCESS



ROLE AND LEVEL CHART

KEEP JOBS ORGANIZED

ROLE & LEVEL CHART

	Leader	Professional	Technician	Associate
Each job title is assigned a Role & Level Each Role & Level can be assigned grade and pay range	L7			
	L6			
	L5	P6		
	L4	P5		
	L3	P4		
	L2	P3		
	L1	P2	T5	
		P1	T4	A5
			T3	A4
			T2	A3
			T1	A2
				A1

CONFIRMED THE JOB MAP

HRCC GRADE	L	P	T	A	Town Manager's Office					Town Clerk		Finance		Development Services		Public Works								Fire, Police, EMS			
12					L7	Town Manager																					
11																L6	Director of Public Works/Deputy Town Manager										
10	L5	P6										L5	Director of Finance and Budget	L5	Director of Development Services												
9	L4	P5										P5	Asst Director of Finance	L4	Asst Director of Development Services												
8	L3	P4			L3	Assistant to the Town Manager					P4	Town Clerk (Certified)															
7	L2	P3					P3	HR Manager, SHRM	P3	Marketing and Events Manager	P3	Town Clerk (pre certification)				L2	PW Supervisor, Building and Public Lands	L2	PW Supervisor, Streets and Infrastructure	L2	PW Supervisor, Parking						
6	L1	P2	T5				P2	HR Manager	T5	Senior Coordinator, Special Events & Community Marketing			P2	Accountant	P2	Planner											
5		P1	T4	A5					A5	Coordinator, Special Events & Community Marketing					P1	Planning Technician				T4	Parking Services Coordinator	P1	Assistant to Public Works Director				
4			T3	A4	A4	Administrative Specialist							A4	Senior Accounting Specialist				T3	Maintenance Worker, Lead								
3			T2	A3							A3	Customer Service Representative				T2	Maintenance Worker III	T2	Maintenance Worker III	T2	Maintenance Worker III						
2			T1	A2									A2	Accounting Specialist			T1	Maintenance Worker II	T1	Maintenance Worker II	T1	Maintenance Worker II					
1				A1	A1	Office Assistant										A1	Maintenance Worker I	A1	Maintenance Worker I	A1	Maintenance Worker I						

SALARY SURVEY

CUSTOM SURVEY AND COMPANY ANALYST

7

PUBLISHED SURVEY DATA

1

INDUSTRY / SECTOR DATA

General Industry

2

GEOGRAPHY

Fort Lauderdale metro area

3

ORGANIZATION SIZE

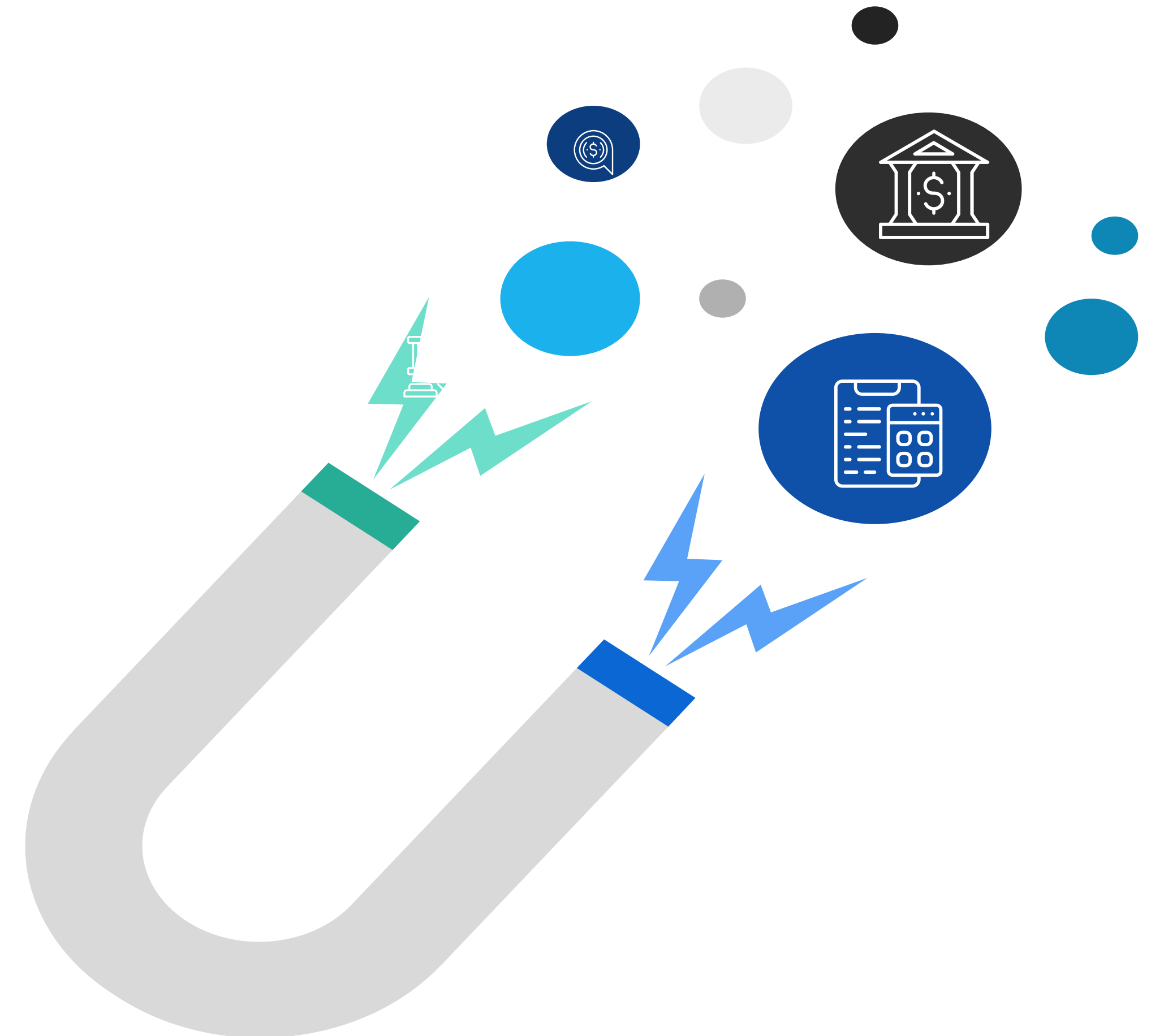
Up to 50 FTE

CUSTOM SURVEY

Bay Harbor Islands
Lauderdale Lakes
Southwest Ranches

Dania Beach
Lighthouse Point
Sunny Isles Beach

Hillsboro Beach
Pembroke Park
Wilton Manors



PROPOSED PAY RANGES

LABOR MARKET CHANGES CONTINUE

GRADE	Prop Min Hourly	PROPOSED MINIMUM (Aged for 10-01)	PROPOSED MIDPOINT (Aged for 10-01)	PROPOSED MAXIMUM (Aged for 10-01)		Grade	Leader Titles	Leader	Professional	Technician	Associate
11		\$ 131,840	\$ 164,800	\$ 197,760		11	DTM	L6			
10		\$ 107,120	\$ 133,900	\$ 160,680		10	Dir	L5	P6		
9		\$ 90,640	\$ 113,300	\$ 135,960		9	Sr Mgr	L4	P5		
8		\$ 82,400	\$ 103,000	\$ 123,600		8	Mgr	L3	P4		
7		\$ 70,040	\$ 87,550	\$ 105,060		7	Sr Supv	L2	P3		
6	\$ 29.71	\$ 61,800	\$ 77,250	\$ 92,700		6	Supv	L1	P2	T5	
5	\$ 24.76	\$ 51,500	\$ 64,375	\$ 77,250		5			P1	T4	A5
4	\$ 22.78	\$ 47,380	\$ 59,225	\$ 71,070		4				T3	A4
3	\$ 20.80	\$ 43,260	\$ 54,075	\$ 64,890		3				T2	A3
2	\$ 18.82	\$ 39,140	\$ 48,925	\$ 58,710		2				T1	A2
1	\$ 16.84	\$ 35,020	\$ 43,775	\$ 52,530		1					A1
AGING FACTOR			3%								

IMPLEMENT THESE PAY RANGES JULY 1

IMPLEMENTING A NEW PLAN

- 2 step approach
 - JULY 1, 2023
 - Step 1: Bring employees to New Minimum in **aged pay ranges**
 - Step 2: Give an across-the-board general increase (4.0%)
 - OCTOBER 1, 2023
 - Step 3 : Award individual performance / merit-based increases and longevity
- RECOMMEND: using 5.0% for budget



Katie M Busch
Diana Spielman

HR COMPENSATION CONSULTANTS, LLC

katiebusch@hrcompconsultants.com

561.501.7688

www.hrcompconsultants.com



PROPOSED PAY RANGES

Grade	Proposed Min Hourly	PROPOSED MINIMUM	PROPOSED MIDPOINT	PROPOSED MAXIMUM
11		\$ 131,840	\$ 164,800	\$ 197,760
10		\$ 107,120	\$ 133,900	\$ 160,680
9		\$ 90,640	\$ 113,300	\$ 135,960
8		\$ 82,400	\$ 103,000	\$ 123,600
7		\$ 70,040	\$ 87,550	\$ 105,060
6	\$ 29.71	\$ 61,800	\$ 77,250	\$ 92,700
5	\$ 24.76	\$ 51,500	\$ 64,375	\$ 77,250
4	\$ 22.78	\$ 47,380	\$ 59,225	\$ 71,070
3	\$ 20.80	\$ 43,260	\$ 54,075	\$ 64,890
2	\$ 18.82	\$ 39,140	\$ 48,925	\$ 58,710
1	\$ 16.84	\$ 35,020	\$ 43,775	\$ 52,530



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted By: Lucila Lang, Director of Budget and Finance

Submitting Department: Finance Department

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: Fiscal Year 2023-2024 BSO Proposed Budget

Explanation: BSO has proposed a FY24 budget of \$5.9 million. This represents an increase of \$220,232 (or 3.9%) over the current budget. Table 1 below provides a high-level summary of the changes from the current budget.

TABLE 1-Summary of Budget Changes

	Adopted 2022-2023	Proposed 2023-2024	Difference (\$)	Difference (%)
Personnel Services	\$ 4,945,459	\$ 5,130,951	\$ 185,492	3.8%
Operating Expenditures	\$ 341,723	\$ 361,077	\$ 19,354	5.7%
Capital Outlay	\$ 198,923	\$ 203,484	\$ 4,561	2.3%
Transfers/Reserves	\$ 195,317	\$ 206,142	\$ 10,825	5.5%
	\$ 5,681,422	\$ 5,901,654	\$ 220,232	3.9%

As shown in the above table, the largest increase is in Operating Expenditures. More specifically, the proposed budget calls for a \$3,926 (or 15.8%) increase in Computers less than \$5,000 and \$7,976 (or 7.5%) increase in gas/oil. A new line item of Data Processing was added in the amount of \$3,069.00 for Computer Aided Dispatch Software (CAD).

A line-item comparison between FY23 budget and the proposed FY24 budget is attached as Exhibit 2. As a reminder, in FY21, the Town added additional BSO shifts in the downtown area which was well received by the community and in FY22 an additional 4-hour shift was added Thursday-Sunday during season (November-May). We are recommending no increase to this \$80,000 expense which is a separate line item in the Town's budget.

Recommendation: Commission approval of the preliminary BSO FY24 budget in the amount of \$5,901,654.

Attachments: Ex. 1-BSO letter and proposed budget.
Ex. 2-Line-item comparison FY23 and proposed FY24 budget.

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



May 1, 2023

Ms. Linda Connors, Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale-By-The Sea, Florida 33308

Dear Ms. Connors:

Please be advised the preliminary consideration for Fiscal Year 2024 is as follows:

Police Services

Personal Services	\$ 5,130,951	
Operating	\$ 361,077	
Capital	\$ 203,484	
Transfer/Reserves	\$ 206,142	
Total	\$ 5,901,654	(\$ 491,804.50 Monthly)

These amounts are subject to the final adopted budget as approved by the Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date. Please note this budget includes funding for a radio replacement plan.

Please contact me at (954) 831-8939 with any questions regarding this matter.

Sincerely,

Dafne E. Perez, Director
Office of Management and Budget

DEP:mi

cc: Colonel David Holmes, Department of Law Enforcement
Colonel Oscar Llerena, Executive Director, Department of Administration
Lucila Lang, Finance Director, Town of Lauderdale-By-The-Sea

BROWARD SHERIFF'S OFFICE
08.One Year Appropriation
General Fund 001
Proposed Budget
23475 - Lauderdale-By-The-Sea

	2023/2024
ACCOUNTS	
	23-24 Budget
512401 - Regular Salary	3,032,343
512407 - Cell Phone Supplement	1,200
514401 - Overtime	119,000
515401 - Special Pay	16,319
Personal Services	3,168,862
521401 - FICA Taxes	237,855
522401 - Retire/Regular	20,231
522402 - Retire/Special Risk	868,568
523401 - Life/Health Insurance	621,685
523403 - OPEB	69,113
523406 - RHSP	19,102
524401 - Worker's Comp	125,535
Fringe Benefits	1,962,089
Total Personnel Expense	5,130,951
534401 - Contract Services/General	6,360
541403 - Communication Svc/Aircards	13,844
544401 - R/L Office Machines	2,796
544402 - R/L Vehicle	5,130
545402 - Ins/Admin-Bond/Ins	41,265
546401 - R/M Equipment	2,072
546402 - R/M Vehicles	86,525
547401 - Contract Print & Binding	200
549404 - Data Processing	3,069
551401 - Office Supply-Misc	2,724
551402 - Office Supply-Office	2,924
551404 - Off Supp/Cln/Janit	1,500
552401 - Oper Supply-Gas/Oil/Lub	114,436
552402 - Oper Supply-Tools	700
552406 - Oper Supply-Instit	5,616
552409 - Oper Supply/Misc	26,650
552410 - Oper Supply-Uniforms	15,102
552412 - Computers less than \$5,000.	28,789
554401 - Books/Pub/Sub	100
554402 - Dues/Membership	875
554404 - Training/Misc	400
Operating Expenditures	361,077
564401 - Mach-Equip/Vehicle	167,543
564404 - Communications	35,941
Capital Outlay	203,484
591001 - Transfer To General Fund	206,142
Transfers and Reserves	206,142
Total Expenditure	5,901,654

<u><i>Broward Sheriff's Office</i></u> <u><i>Office of Management and Budget</i></u>	Adopted	Proposed		
	2022-2023	2023-2024	Difference (\$)	Difference (%)
Regular Salary	2,918,584	3,032,343	113,759	3.9%
Cell Phone Supplement	1,200	1,200	-	0.0%
Overtime	115,139	119,000	3,861	3.4%
Special Pay	15,000	16,319	1,319	8.8%
PERSONNEL SERVICES	3,049,923	3,168,862	118,939	3.9%
			-	
FICA Taxes	229,516	237,855	8,339	3.6%
Retire/Regular	18,128	20,231	2,103	11.6%
Retire/Special Risk	804,736	868,568	63,832	7.9%
Life/Health Insurance	635,813	621,685	(14,128)	-2.2%
OPEB	64,586	69,113	4,527	7.0%
RHSP (Retirement Health Savings Plan)	19,651	19,102	(549)	-2.8%
Worker's Comp.	123,106	125,535	2,429	2.0%
FRINGE BENEFITS	1,895,536	1,962,089	66,553	3.5%
TOTAL PERSONNEL EXPENSES	4,945,459	5,130,951	185,492	3.8%
Contract Services/General	6,354	6,360	6	0.1%
Communication Svc/Aircards	13,844	13,844	-	0.0%
R/L Office Machines	2,796	2,796	-	0.0%
R/L Vehicle	4,920	5,130	210	4.3%
Ins/Admin-Bond/Ins	42,459	41,265	(1,194)	-2.8%
R/M Equipment	2,050	2,072	22	1.1%
R/M Vehicles	80,543	86,525	5,982	7.4%
Contract Print & Binding	200	200	-	0.0%
Data Processing		3,069	3,069	
Office Supply-Misc	3,968	2,724	(1,244)	-31.4%
Office Supply-Office	2,924	2,924	-	0.0%
Office Supply/Cleaning/Janitorial	1,025	1,500	475	46.3%
Oper Supply-Gas/Oil/Lub	106,460	114,436	7,976	7.5%
Oper Supply-Tools	700	700	-	0.0%
Oper Supply-Instit	4,327	5,616	1,289	29.8%
Oper Supply/Misc	26,140	26,650	510	2.0%
Oper Supply-Uniforms	16,705	15,102	(1,603)	-9.6%
Computers Less Than \$5,000	24,863	28,789	3,926	15.8%
Books/Pub/Sub	100	100	-	0.0%
Dues/Membership	945	875	(70)	-7.4%
Training/Misc	400	400	-	0.0%
OPERATING EXPENDITURES	341,723	361,077	19,354	5.7%
Mach-Equip/Vehicle	155,000	167,543	12,543	8.1%
Mach-Equip/Equipment	7,982		(7,982)	-100.0%
Communications	35,941	35,941	-	0.0%
CAPITAL OUTLAY	198,923	203,484	4,561	2.3%
			-	
Transfer To General Fund	195,317	206,142	10,825	5.5%
TRANSFERS AND RESERVES	195,317	206,142	10,825	5.5%
TOTAL EXPEDITURES	5,681,422	5,901,654	220,232	3.88%



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted by: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2023-33 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING AN ALTERNATE MEMBER TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In accordance with Section 30-23, “Board Procedures, Expensing and Staffing,” of the Town Code of Ordinances (the “Town Code”), the Town Commission must appoint five members and two alternates to the Planning and Zoning Board (the “Board”). The alternates have the authority to vote based on their respective positions; however, the Town Commission will designate the order of priority in which the alternates will be called to serve. In the event of a Board member’s absence, the first alternate will be summoned to fulfill the role. If two members are absent or if a member and the first alternate are absent, the second alternate will be called upon to serve.

As established in Section 30-24, “Planning and Zoning Board,” of the Town Code, the duties of the Board are to:

- 1) Advise the Town Commission on land use and zoning-related matters;
- 2) Study the existing Town plan and make recommendations for improvements, development, and future growth of the Town that the Town Commission may incorporate in the new Town plan;
- 3) Review and approve or disapprove new plats to be presented to the Town Commission for approval;
- 4) Provide recommendations on appeals concerning errors in orders or determinations made by the Town Manager or Development Services Department in enforcing the Town’s zoning regulations;
- 5) Make recommendations on certain applications requesting variances from the terms of the Town’s zoning regulations;
- 6) Make recommendations on applications for administrative adjustments to the terms of the Town’s zoning regulations;
- 7) Act as the Town’s local planning agency, conducting a comprehensive planning program, preparing the Comprehensive Plan (or its elements), coordinating with other local governments’ plans, recommending the Comprehensive Plan to the Town Commission for adoption, monitoring its effectiveness, and suggesting changes as needed; and
- 8) Perform any additional duties assigned by the Town Commission.

The Board consists of the following persons:

Board Member	Position	Appointed By
Wayne Dillistin	Voting Member	Mayor Vincent
Brandy Whitford	Voting Member	Commissioner Strauss
Ron Piersante	Voting Member	Commissioner Oldaker
Howard Goldberg	Voting Member	Vice Mayor Malkoon
Patricia Omana	Voting Member	Commissioner Pouloupoulos
Denise Lambert	First Alternate	Mayor Vincent
Karen Sylvester	Second Alternate	Commissioner Strauss

Following her appointment, Brandy Whitford abandoned her Board position and was relieved of her duties due to lack of attendance. Pursuant to Section 30-23(b)(6) (**Exhibit 2**) of the Town Code, any Board member or alternate who fails to attend three consecutive meetings within a two-year term is required to forfeit their position. Ms. Whitford has only attended one Board meeting since her appointment. Consequently, the Town has advertised the vacant Board position and received a single application (**Exhibit 3**) from the following individual for consideration of appointment to the Board:

- Karen Blake – Second Alternate

Recommendation: Staff recommends that the Town Commission appoint Karen Blake to the Board as the second alternate via adoption of Resolution 2023-33 (**Exhibit 1**).

Attachments:

- Ex. 1 – Resolution 2023-33
- Ex. 2 – Town Code Section 30-23(b)(6)
- Ex. 3 – Board Application

EXHIBIT 1

RESOLUTION 2023-33

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPOINTING AN ALTERNATE
MEMBER TO THE PLANNING AND ZONING BOARD;
PROVIDING FOR CONFLICTS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Section 30-23, “Board Procedures, Expenses and Staffing,” of the Town of Lauderdale-By-The-Sea, Florida Code of Ordinances (the “Town Code”), the Town Commission is responsible for appointing five members and two alternates to the Planning and Zoning Board (the “Board”), who shall serve without compensation and at the discretion of the Town Commission; and

WHEREAS, Board members must be residents of the Town, qualified voters, and not employed by or hold any elected office within the Town; and

WHEREAS, the Town Commission appoints Board members during even-numbered years, coinciding with the election of the members of the Town Commission; and

WHEREAS, Section 30-23 of the Town Code provides that the Board members (including alternates) are appointed for two-year terms during the second Town Commission meeting following a regular election; and

WHEREAS, the Town Municipal Election took place on March 8, 2022; and

WHEREAS, on April 18, 2022, the Town Commission appointed five members, a first alternate, and a second alternate to the Board; and

WHEREAS, Board member Brandy Whitford was dismissed from the Board due to non-compliance with the Board attendance policy established by Town Code Section 30-23(b)(6); and

WHEREAS, the Town Commission desires to appoint a second alternate to the Board; and

WHEREAS, the appointment of an alternate Board member is in the best interest of the Town of Lauderdale-By-The-Sea.

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Appointments. The Town Commission hereby appoints the following individual(s) as member(s) of the Planning and Zoning Board:

- Karen Blake - Second Alternate

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 27th day of June, 2023.

MAYOR CHRIS VINCENT

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT 2

Sec. 30-23. Board procedures, expenses and staffing.

- (b) *Established and composition.* The Planning and Zoning Board, consisting of five members and two alternates, is hereby created.
- (1) *Membership.* The Town Commission shall appoint five members and two alternates to the Planning and Zoning Board who shall serve at the pleasure of the Town Commission and may be removed by a majority vote of the Town Commission. The Town Commission shall also designate the order of priority in which the alternates shall be called to serve upon the absence of a regular member. The Board shall include a representative of the school district appointed by the Broward County School Board as a non-voting member during those meetings at which comprehensive plan amendments and rezonings, which, if approved, would increase residential density on the property, are considered.
 - (2) *Term.* The Town Commission shall appoint members and alternates to the Board in even-numbered years to coincide with the election of the members of the Town Commission. The members and alternates shall be appointed at the second regularly scheduled Town Commission meeting following each regular election. The term of office for all members and alternates shall be two years from the date of appointment expiring on the date of the election, in all even-numbered years.
 - (3) *Membership eligibility.* No member or alternate of the Board shall be an elected official or employee of the Town. Each member or alternate of the Board shall be a resident and qualified voter of the Town.
 - (4) *Compensation.* The members or alternate of the Board shall serve without compensation.
 - (5) *Quorum.* A quorum shall consist of three voting members. The affirmative vote of a majority of the quorum present and voting shall be required to take any Board action.
 - (6) *Attendance.* Any Board member or alternate who fails to attend three consecutive meetings during a two-year term shall forfeit his or her position.
 - (7) *Selection of Chair and Vice-Chair.* The Board shall select a Chair and Vice-Chair from among its members by a majority vote.
 - a. The Chair and Vice-Chair:
 1. Shall serve in such capacity for the two-year term; and
 2. May be replaced at any time by another majority vote of the Board.
 - b. If a Chair or Vice-Chair is reappointed to the Board following an election, he or she is eligible to be selected by a majority vote of the new Board to serve as either its Chair or Vice-Chair.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2020-08, § 4, 10-13-2020)



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board: Planning & Zoning Board / Board of Adjustment
Applicant Name: Karen Blake
Street Address: 2000 S Ocean Blvd, #14B
City State Zip Code: Lauderdale-By-The-Sea, FL 33062
Home Phone: 615-337-9200 Cell Phone: 615-337-9200
Email Address: kblake@bakerdonelson.com
Occupation: Conflicts Attorney
Business Address: Baker Donelson Bearman Caldwell & Berkowitz 100 SE 3rd Ave #1620, Ft. Lauderdale 33394
Work Phone: (see cell above) Web page: https://www.bakerdonelson.com/karen-blake
Fax Number: _____
Are you a Town resident? Yes ☒ No ☐ Full-time resident How long? 2 Years 8 Months
Are you a registered voter within the Town? Yes ☒ No ☐
Are you presently serving or have you ever served on any other board/committee? Yes ☐ No ☒
If so, which one(s)? _____

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: I am a former City Attorney (Franklin, TN) and local government attorney who represented boards and commissions in TN and GA. I'm very familiar with planning and zoning concepts, as well as rules and laws that govern this work. With help, I could hit the ground running.

Education: J.D., B.A. See attached resume.

Interests/Hobbies: International Travel

Applicant Signature  Please attach additional page, if needed
Name (printed) Karen Blake Date: 6.2.23

- ☐ Making false statements herein may be cause for removal by the Town Commission.
- ☐ Please return your completed form to the Town Clerk's Office.



Karen Blake*

Conflicts Attorney

Fort Lauderdale | 954.768.1614 | kblake@bakerdonelson.com

Karen Blake practices exclusively as a member of the internal Conflict Review Division of Baker Donelson's Office of General Counsel.

Ms. Blake is responsible for the evaluation of potential ethical conflicts in new matters and advises Firm attorneys regarding these conflicts.

Prior to joining the Firm, Ms. Blake advised municipal courts across Tennessee for the Municipal Technical Advisory Service of the University of Tennessee. She has represented, advised and trained municipalities, boards, commissions, counties and other public officials in Tennessee and Georgia, both in-house and as outside counsel. Formerly the first in-house city attorney of Franklin, she handled matters from animals issues to zoning. She developed special areas of concentration in telecommunications contract negotiation and code development and enforcement.



Professional Honors & Activities

- Chair, Baker Donelson's Nashville Office Charitable Contributions Committee
- International Municipal Lawyers Association
- Tennessee Municipal Attorney's Association
- Williamson County Bar Association (past president)
- Recipient – Baker Donelson BakerFit Award, 2021
- Inns of Court, John Marshall Chapter, 2008



Leadership & Community Engagement

- Selected as a Fellow of the Nashville Bar Foundation (2020)
- Chair – Nashville Bar Association's Health and Wellness Committee
- Board of Directors – Arthritis Foundation of Middle Tennessee (Chair, Bone Bash; Adult Honoree)
- Member – Sister Cities of Nashville-Kamakura Sister City (Liaison /Volunteer, Cherry Blossom Festival)
- Leadership Cobb County, Georgia
- Leadership Franklin, Tennessee



Publications

- "Burnout: You Are Not Alone (Lawyer Wellness)," International Municipal Lawyers Association Annual Conference, Minneapolis, Minnesota (2021); *Municipal Lawyer Journal of Local Government* (March/April 2022)
- "Out of Juice? Identifying and Addressing 'Burnout'," *Litigation News*, American Bar Association (May 2021)
- "Baker's Dozen: Gift Giving," *Women's Initiative Newsletter* (December 2019)
- "Baker's Dozen: Women Leaders We Admire," *Women's Initiative Newsletter* (August 2019)
- "What's It Going to Take? A Challenge to Beat Holiday Stress," *Nashville Bar Journal* (December/January 2018-2019)



Education

- Golden Gate University School of Law, J.D., 1996, cum laude
- University of Delaware, B.A. in International Relations and Communication, 1988



Admissions

- Tennessee, 2003
- Georgia, 2003
- California, 1996

* Baker Donelson professional admitted to the practice of law in Tennessee, Georgia, and California, but not in Florida.



Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted by: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2023-34 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEAS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: In 2013, the Town and Broward County entered into a five (5) year Interlocal Agreement in which Broward County would hear and dispose of cases, through the Unsafe Structures Board, brought by the Town Building Official for violations of the Florida Building Code. That agreement expired on April 30, 2018.

Although the Town had brought forward only one case to the Unsafe Structures Board since 2013, a new agreement with Broward County was executed in 2018 (**Exhibit 1**) to continue the services to ensure this resource is in place should the Town need it in the future. Resolution 2018-28 authorized this new agreement ("ILA") with Broward County, which is for a term of five years, expiring on October 9, 2023 (Exhibit "A" to Exhibit 1).

Broward County is now amending the interlocal agreement to;

1. Increase the rate for provision of services from \$83.17 to a new rate of \$92.87 per hour for the Building Code Enforcement Officer.
2. Renew the ILA for another five years, which will now expire on October 9, 2028.

Recommendation: We recommend approval of Resolution 2023-34 (**Exhibit 2**).

Exhibits: Ex. 1 Resolution 2018-28 with Exhibit "A" ILA

Ex. 2 Resolution 2023-34 with Exhibit "A" ILA

RESOLUTION 2018-28

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County maintains a Minimum Housing/Unsafe Structures Board (“Board”) that hears and disposes of cases brought by building officials in accordance with the Florida Building Code; and

WHEREAS, the Town entered into a five year agreement with Broward County on April 9, 2013 to authorize the Minimum Housing/Unsafe Structures Board to hear and dispose of cases brought by the Town Building Official; and

WHEREAS, the Town would like to continue this arrangement by entering into a new Interlocal Agreement with Broward County for an additional five years.

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

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

Section 2. Authorization of Agreement. The Mayor and Town Manager are hereby authorized to execute the Interlocal Agreement between Broward County and the Town in substantially the form attached hereto as Exhibit “A”, with such non-material changes as may be approved by the Town Manager and Town Attorney, and such other documents necessary to implement the terms of the Agreement and to take any actions necessary to implement the terms of this Agreement.

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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 9th day of October, 2018.



Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:



Town Clerk



Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit "A"

Return recorded document to:
Hipolito Cruz, Jr., Director
Broward County Building Code Services Division
1 North University Drive, Bldg B, #302
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 FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

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 "Town," 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. County maintains an Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code.

C. Pursuant to Chapter 5 of the Broward County Code of Ordinances, the Board is authorized to hear and dispose of cases brought by Building Officials.

D. Town is desirous of utilizing the Board to hear and dispose of cases brought by the Town Building Official.

E. Pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 116 of the Florida Building Code, the Board has the authority to hear and dispose of cases brought by the Town Building Official.

F. County is willing to prepare and present cases brought by the Town Building Official ("Services") on the terms and conditions hereinafter set forth.

Exhibit "A"

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

ARTICLE 1 - SCOPE OF SERVICES

1.1. County agrees to make the Board available to hear and dispose of cases brought by the Town Building Official for violations of the Florida Building Code.

1.2. Once Town Building Official determines that a violation exists, County shall be responsible for:

- (a) filing a case with the Board on behalf of Town; and
- (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.

1.3. County shall perform the above-described functions through the Building Code Services Division, or any successor entity.

1.4. Town shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board as a vehicle for Town to enforce the provisions of the Florida Building Code. Accordingly, consistent with Article 5, Town retains the responsibility for filing or defending any appeal(s) of Board orders or defending legal actions arising from enforcement actions taken by Town pursuant to a Board order.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

It is specifically understood and agreed that all rights and powers as may be vested in Town pursuant to Chapter 166, Florida Statutes, or any other law, ordinance, or Charter provision of Town not specifically addressed by this Agreement shall be retained by Town.

ARTICLE 3 - COMPENSATION

3.1. County shall provide Services at the rate of Eighty-three and 17/100 Dollars (\$83.17) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the Town prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$500.00) without written authorization from the Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.

Exhibit “A”

3.2. County shall invoice Town on a monthly basis for actual services provided during the preceding month. Town shall reimburse County within thirty (30) days after the date of the invoice.

3.3. Fines and liens recorded against property shall run in favor of the Town.

3.4. The amounts set forth in Section 3.1 shall be adjusted annually by the County by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County shall provide Town with notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st notification.

3.5. Town shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board to cause the violations(s) to be corrected. Such costs shall include, but are not be limited to, boarding up property and demolition necessary to remove the violation(s).

ARTICLE 4 - TERM OF AGREEMENT

4.1. This Agreement shall commence on October 10, 2018, and shall continue in full force and effect until midnight October 9, 2023.

4.2. This Agreement shall continue in full force and effect unless written notice of termination by County or Town is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of Town and upon acceptance by the County Administrator.

ARTICLE 5 – GOVERNMENTAL 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. Town 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 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

Exhibit "A"

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 8, Notices. Within sixty (60) days of termination of this Agreement, County shall forward to Town all documentation related to cases previously heard or being prepared to be heard by the Board.

ARTICLE 8 – NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

To County:

Director, Broward County Building Code Services Division
1 North University Drive
Building B, Box 302
Plantation, Florida 33324

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301

To Town:

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

ARTICLE 9 - MISCELLANEOUS PROVISIONS

- 9.1 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 AT (954) 765-4400, ext. 9670, EPGMDCitizenInquires@broward.org, ONE NORTH UNIVERSITY DRIVE, PLANTATION, FLORIDA 33324, OR THE TOWN'S CLERK.

Exhibit "A"

9.2 **ASSIGNMENT:** County shall perform the selected Services provided for in this Agreement exclusively and solely for the Town which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.3 **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.

9.4 **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.

9.5 **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.

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

9.7 **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. Amendments extending the term of this Agreement pursuant to Article 4.2 or adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

9.8 **THIRD PARTY BENEFICIARIES:** Neither County or Town 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.

9.9 **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.

9.10 **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,

Exhibit "A"

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, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.11 **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 9 of this Agreement shall prevail and be given effect.

9.12 **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.

9.13 **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.

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

9.15 **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.

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

9.17 **NO CONTINGENT FEES.** County 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,

Exhibit "A"

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and Town for presentation at hearings before the Broward County Unsafe Structures Board to be performed by the Broward County Building Code Services Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: Broward County, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and Town, signing by and through its Mayor, duly authorized to execute same by Commission action on the _____ day of October, 2018.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Maite Azcoitia (Date)
Deputy County Attorney

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE BROWARD COUNTY UNSAFE STRUCTURES BOARD

Town

Town of Lauderdale-by-the-Sea

Attest:

By _____
MAYOR CHRIS VINCENT

Tedra Allen, Town Clerk

_____ day of _____, 20____

By _____
Bud Bentley, Town Manager

_____ day of October, 2018

APPROVED AS TO FORM:

By _____
Susan L. Trevarthen, Town Attorney

MA/
#18-49
BCSDunsafe_LBTS-a01
File: T:\0 Agenda\10-9-18 Commission\Dev Services\Unsafe Structures Board\ExA of Ex1 ILA BC_LBTS_Unsafe.doc

Bud
License Agmt for Younger crowd? Boot Camp
Title VI
Audio Eye \$4000
Title VI will be revised w/ updated route & aftr the first of the year as BCT takes on more of this role
Bus Route to be delayed bc of Title VI
BOO - Finish CBTS - sponsor letter
BCT Bus Shelters -Walgreens & Pa D's - bob white no
Sign Dance and Yoga
Christmas banners for Plazas
Wednesday is Boo Inventory at Storage
License plate
sponsor letter

Bud
License Agmt for Younger crowd? Boot Camp
Title VI
Audio Eye \$4000
Title VI will be revised w/ updated route & aftr the first of the year as BCT takes on more of this role
Bus Route to be delayed bc of Title VI
BOO - Finish CBTS - sponsor letter
BCT Bus Shelters -Walgreens & Pa D's - bob white no
Sign Dance and Yoga
Christmas banners for Plazas
Wednesday is Boo Inventory at Storage
License plate
sponsor letter

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on October 9, 2018, pursuant to Resolution 2018-28, the Town Commission of the Town of Lauderdale-By-The-Sea approved a five-year interlocal agreement with Broward County (“County”) to utilize the County’s Unsafe Structures Board (“Board”) to hear and dispose of cases brought by building officials to enforce minimum standards of maintenance in accordance with the Florida Building Code, which expires on October 9, 2023 (“Agreement”); and

WHEREAS, that Agreement provides for additional extensions for successive five (5) year periods, and provides for a rate of \$83.17 for the services performed by the Code Enforcement Officer; and

WHEREAS, the parties desire to amend Article 4.1 of the Agreement to extend the term for one (1) five (5) year period, ending on October 9, 2028; and

WHEREAS, the parties also desire to amend Article 3.1 of the Agreement to increase the rate for the provision of services performed by the Code Enforcement Officer to \$92.87, and to clarify that the referenced officer is the “Building” Code Enforcement Officer; and

WHEREAS, Town Staff recommends approval and execution of the First Amendment to the Agreement, attached as Exhibit A.

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

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

Section 2. Agreement Approval. The First Amendment to the Agreement with the County attached as Exhibit A, is hereby approved.

Section 3. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the First Amendment to the Agreement in substantial form attached as Exhibit A, together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this 27th day of June 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

1 (CORPORATE SEAL)

2

3

4 APPROVED AS TO FORM:

5

6

7

8

Susan L. Trevarthen, Town Attorney

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

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

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

This First Amendment to Interlocal Agreement is made and entered into 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 "Town" (collectively referred to as the
"Parties").

A. Town and County entered into that certain Interlocal Agreement
("Agreement"), pursuant to Section 163.01, Florida Statutes, also known as the "Florida
Intergovernmental Cooperation Act of 1969", whereby Town procured the services of
County for the use of the Unsafe Structures Board to hear and dispose of cases brought
by Building Officials in accordance with the Florida Building Code.

B. The Agreement commenced on October 10, 2018, and shall remain in full
force and effect until midnight October 9, 2023. The Agreement provides for renewal in
successive five (5) year periods upon request of Town and upon acceptance by County
Administrator.

C. Town has requested renewal of the Agreement for one (1) five (5) year
period, commencing on October 10, 2023, and terminating on October 9, 2028.

D. County, through the Building Code Division of the Resilient Environment
Department, is agreeable to renewing the Agreement for one (1) five (5) year period.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.
2. Paragraph 3.1 is hereby amended to read as follows:

3.1 County shall provide Services at the rate of ~~Eighty-three and 17/100~~ **Ninety-two and 87/100** Dollars (~~\$83.17~~ **92.87**) per hour for the **Building** Code Enforcement Officer and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the Town prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 Dollars (\$500.00) without written authorization from the Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.
3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1. This Agreement shall commence on October 10, 2018, and shall continue in full force and effect until midnight ~~October 9, 2023~~ **October 9, 2028**.
4. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. In the event of any conflict of ambiguity by and between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict.
6. This First Amendment shall be recorded in the public records of Broward County at Town's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its County Administrator, authorized to execute same by Section 9.7 of the Interlocal Agreement; and the Town of Lauderdale-by-the-Sea, signing by and through its _____, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By: _____
Monica Cepero
County Administrator

Print Name

____ day of _____, 20__

Signature

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

Print Name

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2023

MA/
BCD ILALBTS First Amendment
05/15/23
60053-0000

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR BROWARD COUNTY
STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE
STRUCTURES BOARD

Town

Town of Lauderdale-by-the-Sea

Attest:

By _____
Mayor

Town Clerk

_____ day of _____, 20__ (date)

By _____
Town Manager

_____ day of _____, 20__ (date)

Approved as to form:

By _____
Town Attorney



Agenda Item No: 18.a

Town Commission Agenda Item Report

Meeting Date: June 27, 2023

Submitted by: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Quasi-Judicial

Agenda Section: Quasi-Judicial

Subject Title: Case Number 2023-L2-AA-01: Pursuant to Section 30-128, “Administrative Adjustments,” of the Town Code of Ordinances (the “Town Code”), the Applicant is requesting a Level 2 Administrative Adjustment to permit two (2) encroachments into the required side setbacks as part of constructing two (2) new additions to the existing dwelling located at 234 Avalon Avenue (the “Property”).

Explanation: This application (**Exhibit 1**) is a request for a Level 2 Administrative Adjustment to allow encroachments into the required side setbacks. The Applicant proposes to construct two (2) new additions on the Property.

Diagram 1-Existing property

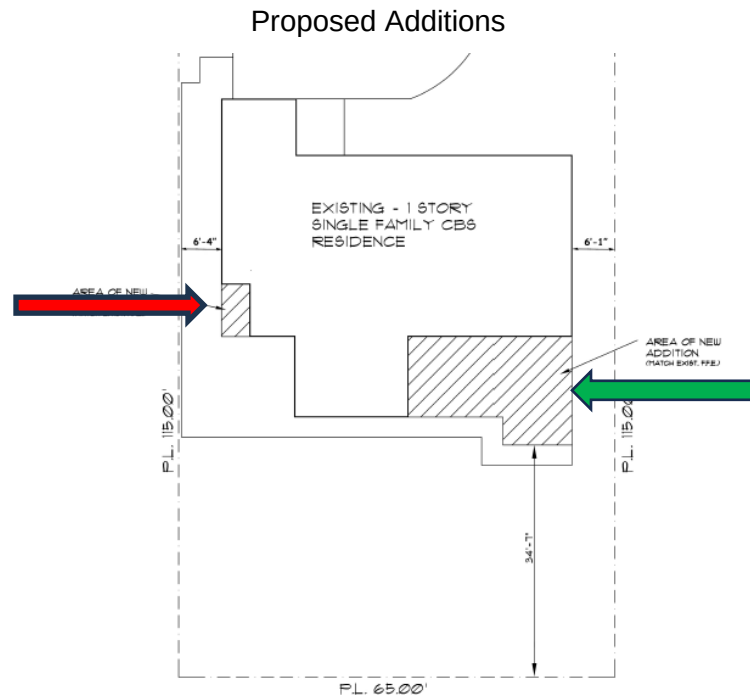


The Property contains a single-family residence on an approximately 0.17-acre parcel of land. The Property is zoned RS-5 and has a future land use classification of Low (5) Residential.

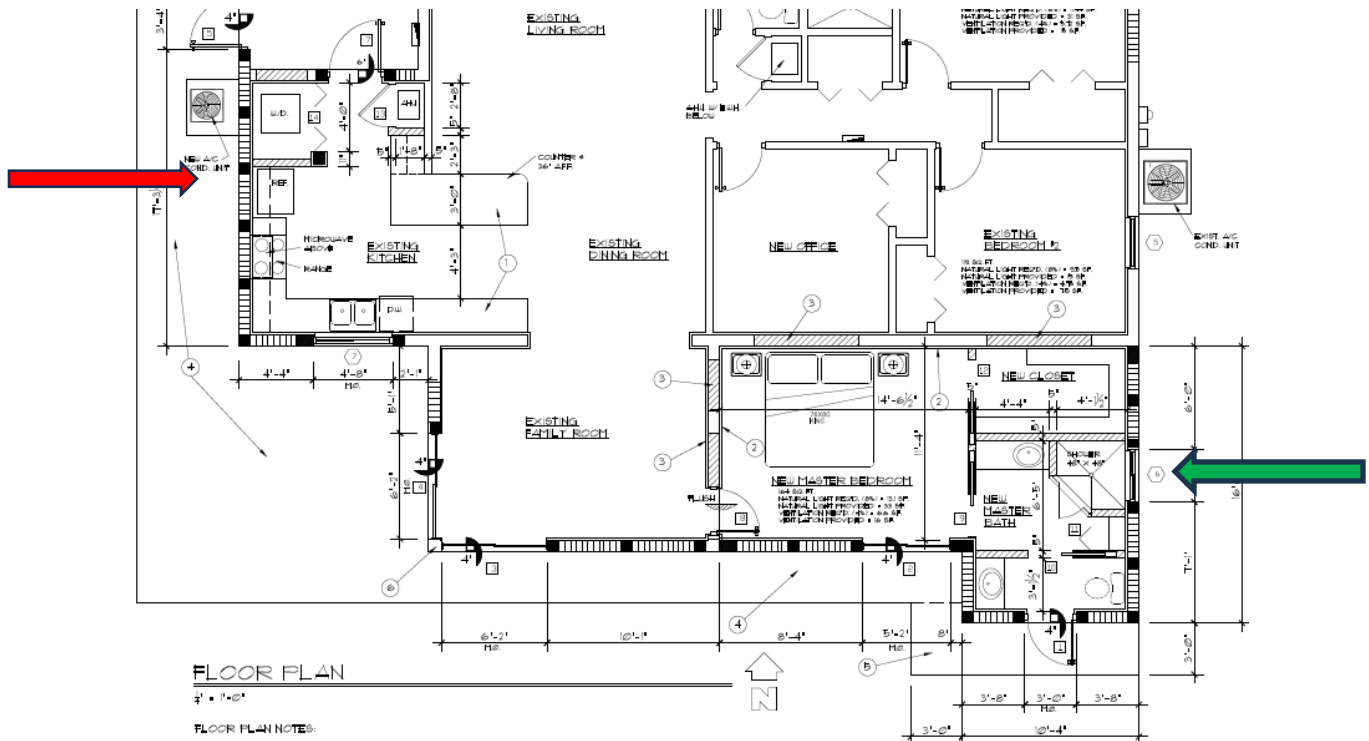
The Applicant applied for a Level 2 Administrative Adjustment to allow two (2) encroachments, one foot one inch to the east and one foot four inches to the west, into the required side setbacks

as part of constructing two (2) new additions to the existing dwelling. Diagram 2 portrays the two (2) proposed additions and floor plan, which depicts the proposed areas requiring a Level 2 Administrative Adjustment.

Diagram 2



Proposed Floor Plan



Recommendation: Staff recommends approval

Exhibits: Ex. 1 Application and Plans
Ex. 2 Planning and Zoning Board Staff Report
Ex. 3 Unapproved June Minutes
Ex. 4 2023-L2-AA-01 234 Avalon Ave Development Order

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: 2023-L2-AA-01

BTR #: _____

Date Application Submitted: April 12, 2023

Date Application Found Complete: April 18, 2023

Pre-Application Meeting Date: N/A

Non-Refundable Application Fee: \$350.00 paid

Cost Recovery Fee: \$400.00 paid

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: 234 AVALON AVE

Code Section from which Administrative Adjustment is sought: 30-128 d.) vii & viii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit ([See Fee Schedule](#))
- A description of the request
- Two (2) current surveys, signed and sealed.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

East Side 19% or 1'-5"
West Side 15% or 1'-2"

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- ✓ a) The Administrative Adjustment does not result in an increase in allowable density.
- ✓ b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- ✓ c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- ✓ d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- ✓ e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- ✓ f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- ✓ g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- ✓ h) The Administrative Adjustment is consistent with the comprehensive plan.
- ✓ i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov





LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2023-L2-AA-01

BTR #: _____

Date Application Submitted: April 12, 2023

Date Application found Completed: April 18, 2023

Pre-Application Meeting Date: N/A

Non-Refundable Application Fee: \$350.00 paid

Cost Recovery Fee: \$400.00 paid

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|---|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☐ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☐ Conditional Use _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☐ Administrative Adjustment _____ | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: 234 AVALON AVE

Folio Numbers: 494318072120

Street Address: 234 AVALON AVE

Legal Description: SILVER SHORES SEC OF LAUDERDALE BY THE SEA UNIT B 31-3 B LOT 4 BLK 25

Name of Property Owner: 234 AVALON AVE LLC Property Owner's Phone #: 908-338-7578

Address of Property Owner: 12 SHORT HILLS LN, SCOTCH PLAINS, NJ 07076

Property Owner's Email Address: AMOLS_99@YAHOO.COM

Name of Applicant: MIKE TRIFUNOVIC Applicant's Phone #: 954-552-0827

Applicant's Address: 1250 SW 70TH TER, PLANTATION, FL 33317

Applicant Email Address: TRIFKE@BELLSOUTH.NET

Name of Agent (e.g. Contractor Representing the Project): CONTRACTOR REPRESENTING THE PROJECT

Agent's Email Address: trifke@bellsouth.net Agent's Phone #: 954-552-0827

Agent's Address: 1250 SW 70th Ter., Plantation, FL 33317

Land Use Plan Designation: 01- SINGLE FAMILY Zoning District: RESIDENTIAL

Existing Use of the Subject Property: SINGLE FAMILY HOME

Proposed Use of the Subject Property: SINGLE FAMILY HOME

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I MIKE TRIFUNOVIC (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: AMOL SAHASRABUDHE Date: 3/28/2023

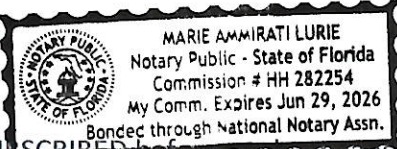
Signature of Property Owner: Amol Sahasrabudhe

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: AMOL SAHASRABUDHE Date: 03/28/2023

Signature of Property Owner: Amol Sahasrabudhe

State of Florida: 
County: _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☒ online notarization, this day 28 of March, 2023

The person signing is ☐ personally known to me or has ☒ produced identification

Print Notary Name: Marie A. Lurie My Commission Expires: _____

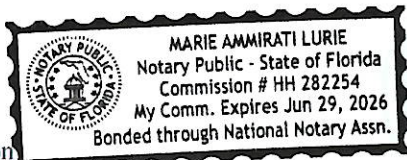
Notary Signature: Marie Ammirati Lurie

Applicant

Print Name of Property Owner: MIKE TRIFUNOVIC Date: 03/28/2023

Signature of Property Owner: Mike Trifunovic

State of Florida: _____

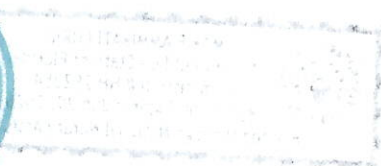
County: _____
5/28/2020
Universal Application 

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day
28 of March, 2023.

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: Marie A. Lurie My Commission Expires: _____

Notary Signature: *Marie A. Lurie*



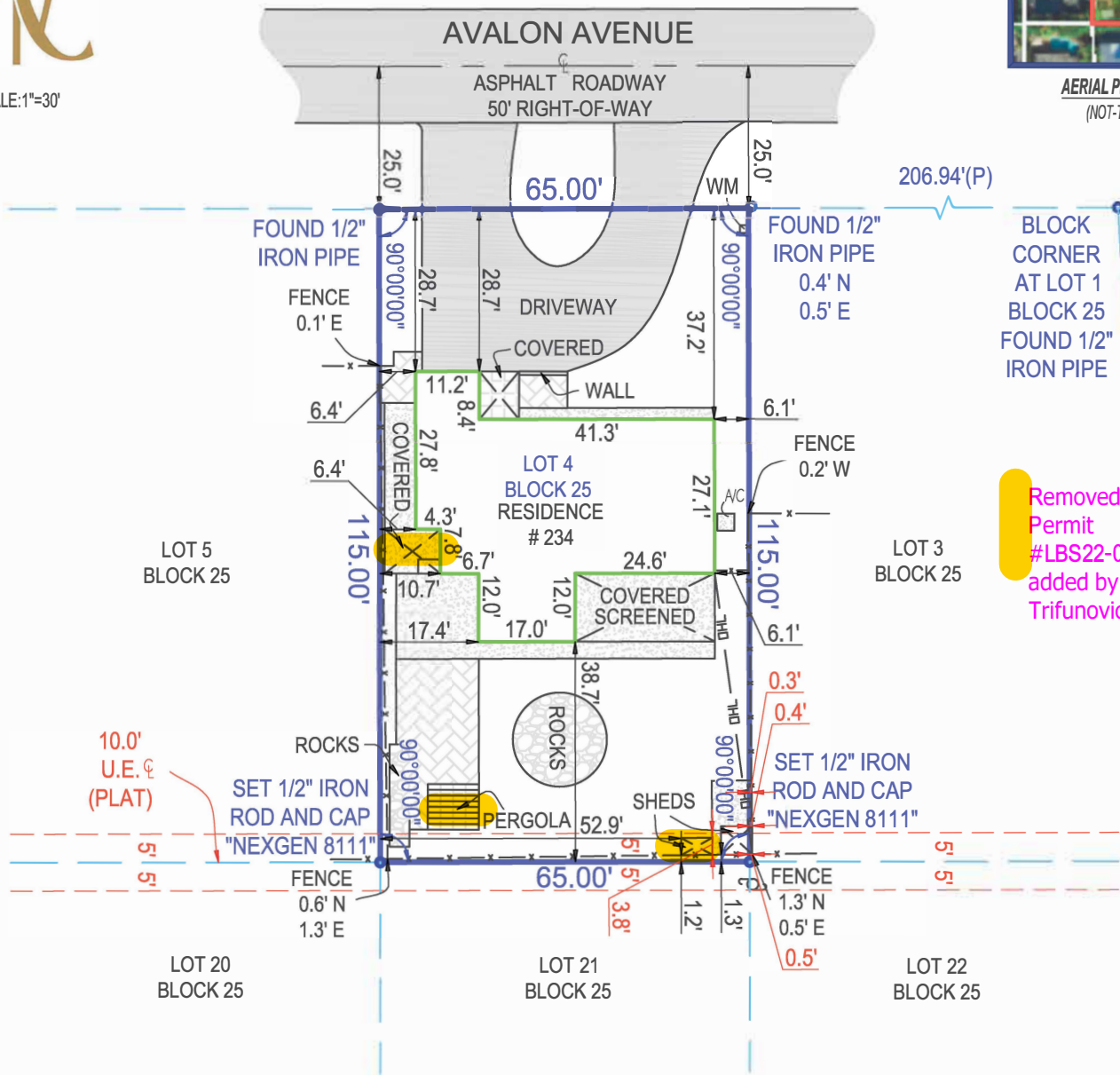
234 AVALON AVENUE, LAUDERDALE BY THE SEA, FL. 33308



SCALE: 1"=30'



AERIAL PHOTOGRAPH
(NOT-TO-SCALE)



Removed
Permit
#LBS22-012154
added by Mike
Trifunovic 4/11/23

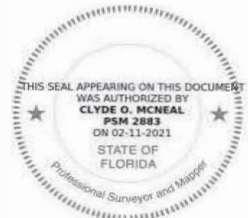
- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 02-09-2021
Drawn By: Oleg
Order #: 120684
Last Revision Date:
Boundary Survey prepared by: LB8111
NexGen Surveying, LLC
5601 Corporate Way, Suite #103
West Palm Beach, FL 33407
561-508-6272

NEXGEN
SURVEYING, LLC.



LEGAL DESCRIPTION OF: 234 AVALON AVE, LAUDERDALE BY THE SEA, FL, 33308

LOT 4, BLOCK 25, SILVER SHORES SECTION OF LAUDERDALE BY THE SEA, UNIT B, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE(S) 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

AMARILIS ADORNO ESQ PA
AMOL A. SAHASRABUDHE
PLAZA HOME MORTGAGE INC. ISAOA
FIDELITY NATIONAL TITLE INS. CO.

FLOOD ZONE:

12011C0378H
ZONE: AE
EL: 5 FT.
EFF: 08/18/2014

SURVEY NOTES:

- DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES EXTEND THROUGH UTILITY EASEMENT ALONG SOUTHERN BOUNDARY LINE AS SHOWN.
- FENCES CROSS THE BOUNDARY LINES ON EASTERLY AND WESTERLY SIDES OF LOT AS SHOWN.
- SHED CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.
- SHEDS EXTEND THROUGH UTILITY EASEMENT ALONG SOUTHERN BOUNDARY LINE AS SHOWN.

LEGEND

A/C	-AIR CONDITIONER
WM	-WATER METER
AL	- ARC LENGTH
(C)	-CALCULATED
(M)	-MEASURED
P.O.B.	-POINT OF BEGINNING
P.O.C.	-POINT OF COMMENCEMENT
&	-AND
P.B.	-PLAT BOOK
PG	-PAGE
U.E.	-UTILITY EASEMENT
D.E.	-DRAINAGE EASEMENT
P.U.E.	- PUBLIC UTILITY EASEMENT
L.A.E.	-LIMITED ACCESS EASEMENT
L.M.E.	-LAKE MAINTENANCE EASEMENT
O.H.E.	-OVERHEAD EASEMENT
R	-RADIUS
(R)	-RECORD
O.R.B.	-OFFICIAL RECORDS BOOK
Sq.Ft.	-SQUAREFEET
Ac.	-ACRES
DB	-DEED BOOK
(D)	-DEED
(P)	-PLAT
EOW	-EDGE OF WATER
TOB	-TOP OF BANK
OHL	-OVERHEAD LINE
C/O	-CLEAN OUT
ELEV	-ELEVATION
FF	-FINISHED FLOOR
LS	-LICENSED SURVEYOR
LB	-LICENSED BUSINESS
PSM	-PROFESSIONAL SURVEYOR & MAPPER
— x —	-FENCE
#	-NUMBER
±	-PLUS OR MINUS
■	-ASPHALT
■	-CONCRETE
■	-PAVER/BRINCK
■	-WOOD
☀	-LIGHT POLE
⊙	-WELL
⊗	-WATER VALVE
⊕	-CENTER LINE
■	-CATCH BASIN
⊕	-FIRE HYDRANT
⊕	-UTILITY POLE
⊕	-MANHOLE
XXX	-ELEVATION

SOME ITEMS IN LEGEND MAY NOT
APPEAR ON DRAWING.

GENERAL NOTES:

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS.
- 5) DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 6) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 7) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 8) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 9) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)



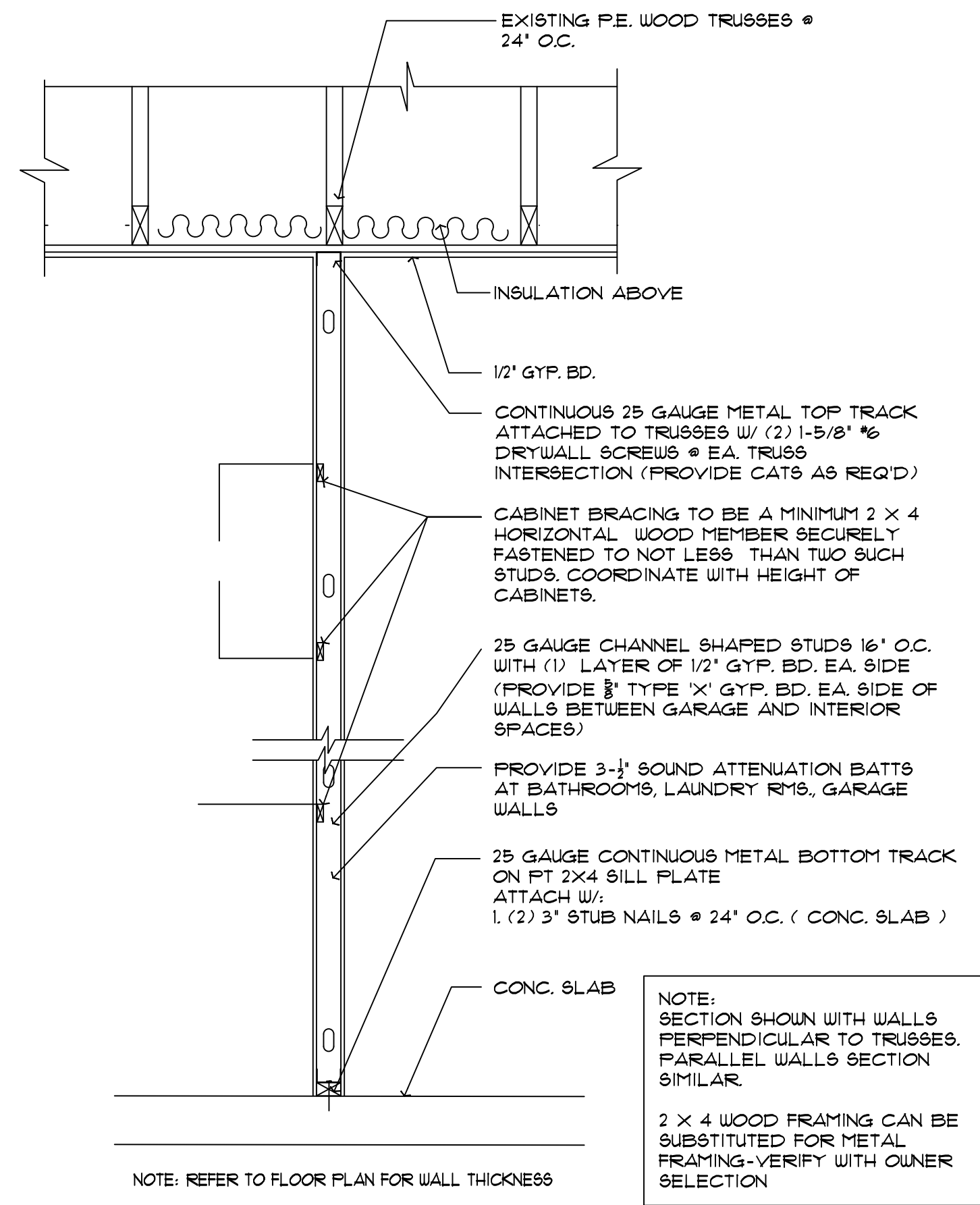
www.NexGenSurveying.com

561.508.6272

Fax: 561.508.6309

LB 8111

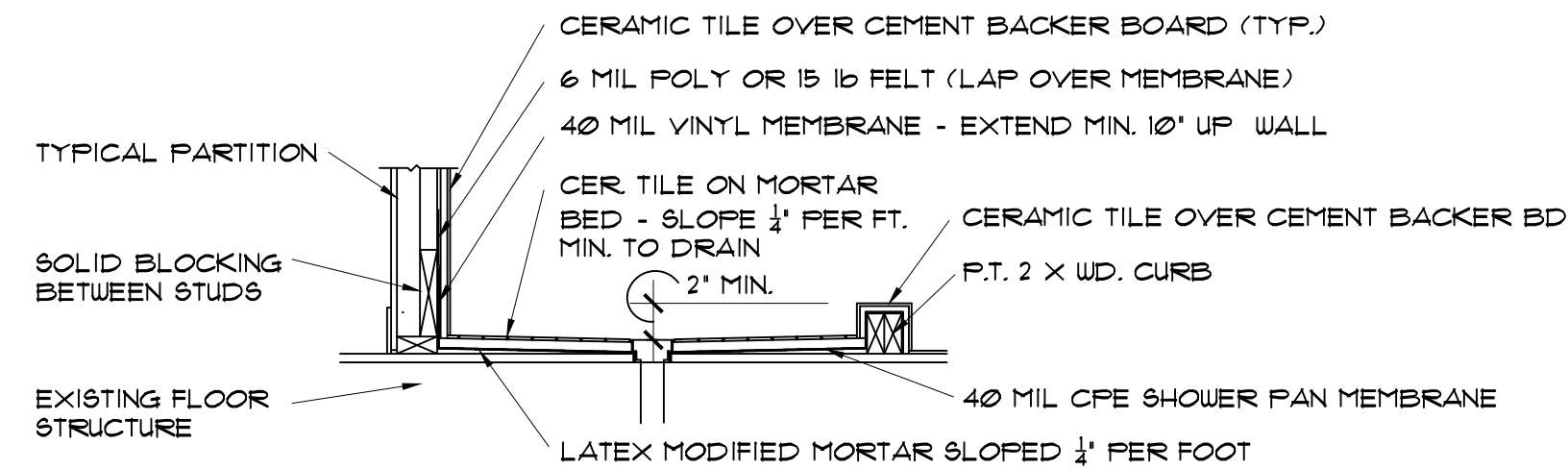
5601 Corporate Way | Suite 103
West Palm Beach, FL 33407



INTERIOR NON BEARING PARTITION

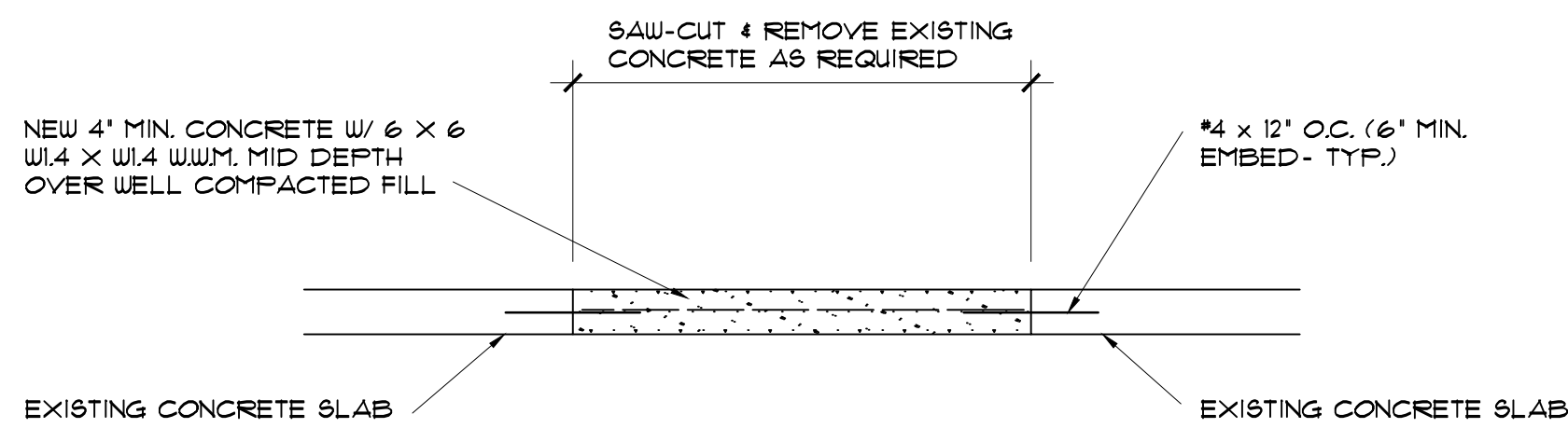
N.T.S.

NOTE: CERAMIC TILE INSTALLATION, WATERPROOFING, ETC. SHALL BE IN ACCORDANCE WITH TONA STANDARDS



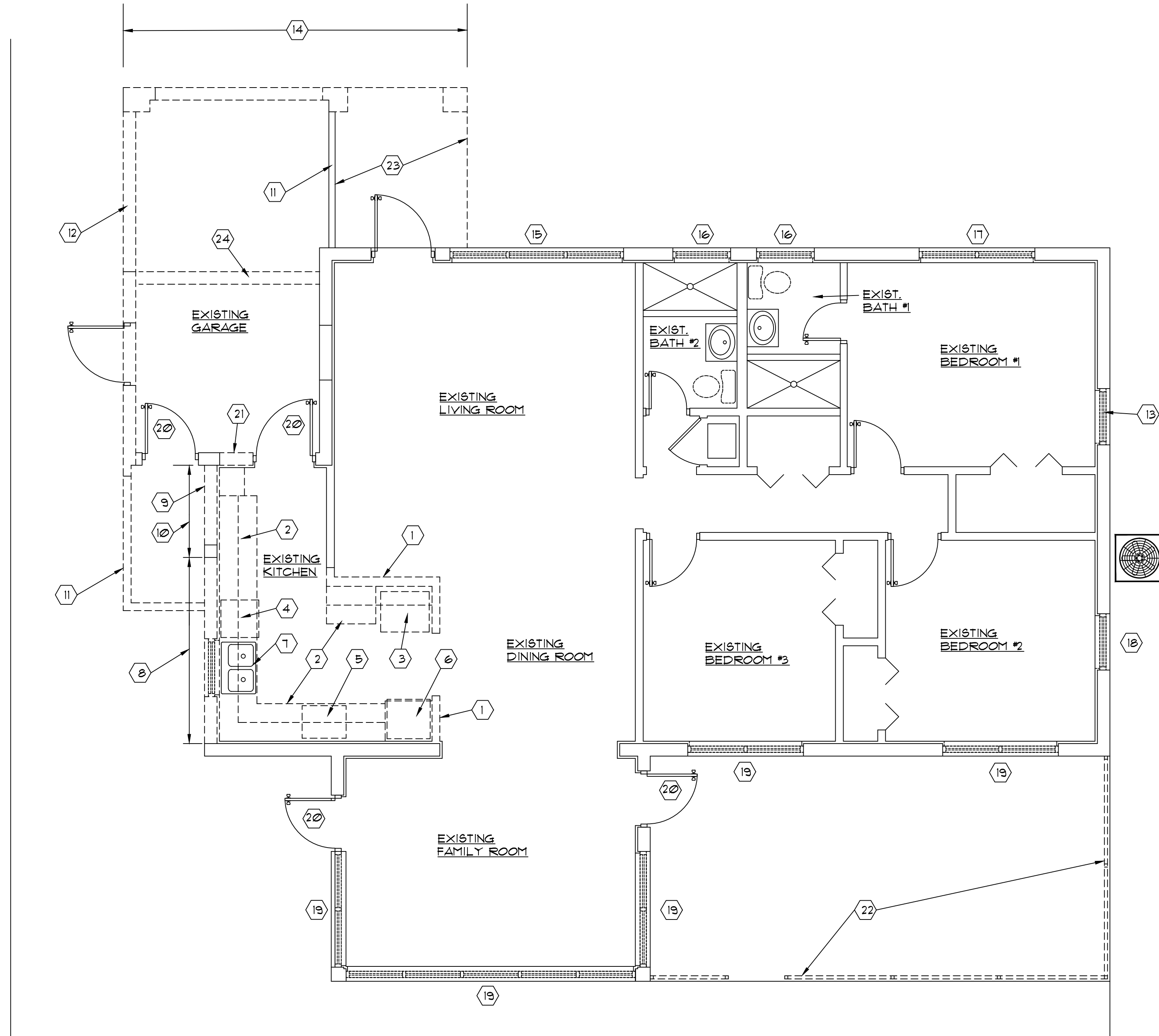
SHOWER PAN DETAIL - W/ CURB

3/4" = 1'-0"



CONCRETE RESTORATION DETAIL

3/4" = 1'-0"



DEMOLITION PLAN

1/4" = 1'-0"

DEMOLITION PLAN NOTES:

- 1 REMOVE PORTION OF EXISTING PARTITION AS SHOWN.
- 2 REMOVE EXISTING KITCHEN CABINETS.
- 3 RELOCATE EXISTING REFRIGERATOR - SEE FLOOR PLAN.
- 4 RELOCATE EXISTING DISHWASHER - SEE FLOOR PLAN.
- 5 REMOVE EXISTING COOK-TOP.
- 6 REMOVE EXISTING WALL OVEN.
- 7 REMOVE EXISTING SINK.
- 8 REMOVE EXISTING MASONRY WALL.
- 9 REMOVE EXISTING MASONRY WALL FROM FINISH FLOOR TO UNDERSIDE OF TIE BEAM FOR INSTALLATION OF NEW DOOR - SEE FLOOR PLAN.
- 10 EXISTING TIE BEAM ABOVE TO REMAIN.
- 11 REMOVE PORTION OF EXISTING WOOD FRAME WALL AT TOP TO INSTALL NEW B-I ABOVE.
- 12 REMOVE EXISTING WOOD FRAME WALL INCLUDING MASONRY WALL BELOW - SEE EXTERIOR ELEVATIONS.
- 13 REMOVE EXISTING WINDOW - SEE INFILL DETAIL.
- 14 REMOVE EXISTING MASONRY AND COLUMNS.
- 15 REMOVE EXISTING 9'-2"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW.
- 16 REMOVE EXISTING 3'-0"W X 2'-1"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW.
- 17 REMOVE EXISTING 6'-1"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW.
- 18 REMOVE EXISTING 3'-0"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW.
- 19 REMOVE EXISTING WINDOW - SEE FLOOR PLAN.
- 20 REMOVE EXISTING DOOR AND FRAME.
- 21 REMOVE PORTION OF EXISTING MASONRY WALL - SEE FLOOR PLAN.
- 22 REMOVE EXISTING SCREEN ENCLOSURE AND ALUMINUM ROOF.
- 23 EXISTING CONC. TO REMAIN.
- 24 REMOVE EXISTING CONC. BM.

ADDITION & RENOVATION TO:

SAHASRABUDHE RESIDENCE

234 AVALON AVENUE

LAUDERDALE-BY-THE-SEA, FLORIDA

33308

LEWARS DESIGN I, LLC

Bertram C.A. Lewars, Architect

AR 0017820

18242 N.W. 20th Street

Pembroke Pines, Florida 33029

(954) 701-0228 fx(954) 443-1440

bcalewars@comcast.net

REVISIONS:

DEMO PLAN

Sheet Title:

FILE NAME: AVALON AVE.

PROJECT NO. 20220420

DATE: 06 JULY 2022

DRAWN BY: L.D.

CHECKED BY: B.L.

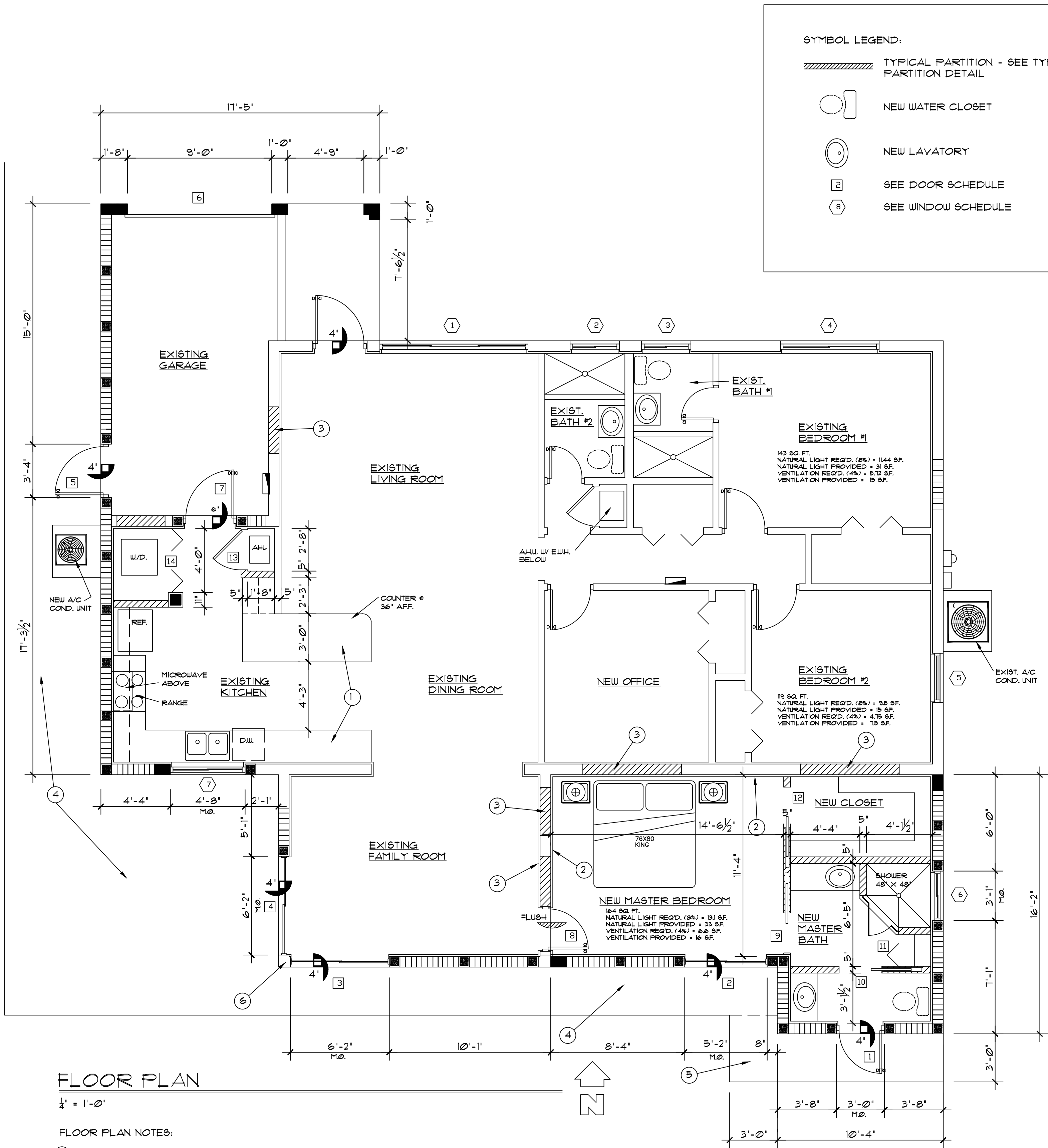
A.2

WINDOW SCHEDULE				
MARK	UNIT SIZE	TYPE	FASTENER TYPE/SIZE	REMARKS
1	9'-2" X 5'-2"	HORIZ. SLIDING	PER N.O.A.	
2	3'-0" X 2'-1"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
3	3'-0" X 2'-1"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
4	6'-1" X 5'-2"	HORIZ. SLIDING	PER N.O.A.	
5	3'-0" X 5'-2"	SINGLE HUNG	PER N.O.A.	
6	3'-0" X 3'-0"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
7	4'-8" X 3'-4"	HORIZ. SLIDING	PER N.O.A.	
a MIN. CLEAR DIMENSIONS FOR BEDROOM WINDOWS TO BE 20"W X 24"H W/ NET CLEAR OPENING OF 5.7 SQ. FT. FOR EGRESS. G.C. VERIFY W/ WINDOW MANUF. SELECTED PRIOR TO ORDERING/FABRICATION OF WINDOWS.				
G.C. VERIFY W/ WINDOW MANUF. SELECTED PRIOR TO ORDERING/FABRICATION OF WINDOWS.				
WIND DESIGN WIND SPEED = 170 MPH, 3-SECOND GUST (ASCE 7-10, EXPOSURE C, CATEGORY II)				
CONTRACTOR TO VERIFY ALL OPENING SIZING WITH MANUFACTURER PRIOR TO BLOCKING OUT OPENING AND INSTALLATION				
CONTRACTOR TO VERIFY ALL EXISTING MASONRY OPENINGS PRIOR TO ORDERING AND/OR FABRICATION OF WINDOWS				
ALL EXTERIOR WINDOWS TO BE LARGE MISSILE IMPACT RATED.				

DOOR SCHEDULE			
NO	SIZE	DESCRIPTION	REMARKS
1	2'-8" X 6'-8" X 1 3/4"	ALUM. DOOR W/ OBSCURE GLASS	
2	5'-0" X 6'-8"	SLIDING GLASS DOOR	
3	6'-0" X 6'-8"	SLIDING GLASS DOOR	
4	6'-0" X 6'-8"	SLIDING GLASS DOOR	
5	3'-0" X 6'-8" X 1 3/4"	ALUM. FLUSH DOOR	
6	9'-0" X 7'-0"	GARAGE DOOR	
7	3'-0" X 6'-8" X 1 3/4"	METAL CLAD W/ CLOSER	
8	2'-6" X 6'-8" X 1 3/4"	HOLLOW CORE WOOD	
9	2'-6" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
10	2'-8" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
11	2'-0" X 6'-8" X 1 3/4"	WOOD BIFOLD DOOR	
12	2'-6" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
13	2'-6" X 6'-8" X 1 3/4"	HOLLOW CORE WOOD DOOR	
14	(2) 2'-0" X 6'-8" X 1 3/4"	WOOD BIFOLD DOOR	
DOOR NOTES: 1. ALL DOORS SHALL BE SUITABLE FOR PAINTING AS SELECTED BY OWNER. 2. EXTERIOR DOORS: LARGE MISSILE IMPACT RATED - SUBMIT N.O.A. FOR APPROVAL			

GENERAL NOTES:

- A. PROVIDE CERAMIC TILE OVER MIN. 1/2" CEMENT BOARD FULL HEIGHT ON ALL WET WALLS IN SHOWERS.
- B. PROVIDE BATT SOUND INSULATION IN ALL BATHROOM AND TOILET ROOM WALLS.
- C. PROVIDE SAFETY GLASS SHOWER ENCLOSURE AND DOORS AT NEW BATHROOM AS SELECTED BY OWNER.
- D. ALL FINISHES (CERAMIC WALL TILE, FLOOR TILE, PAINT, ETC.) SHALL BE SELECTED BY OWNER.
- E. ALL KITCHEN CABINETS, COUNTERS, ISLAND, ETC. DESIGN BY OTHERS.
- F. PROVIDE 1/2" DRYWALL OVER MIN. 1 X 2 P.T. WOOD FURRING @ 16" O.C. WITH R-4 RIGID INSULATION AT NEW EXTERIOR MASONRY WALLS. INCREASE FURRING SIZE AS REQUIRED FOR INSULATION.



ADDITION & RENOVATION TO:
SAHASRABUDHE RESIDENCE
234 AVALON AVENUE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

LEWARS DESIGN I, LLC
Bertram C.A. Lewars, Architect
AR 0017820
18242 N.W. 20th Street
Pembroke Pines, Florida 33029
(954) 701-0228 fx(954) 443-1440
bcalewars@comcast.net

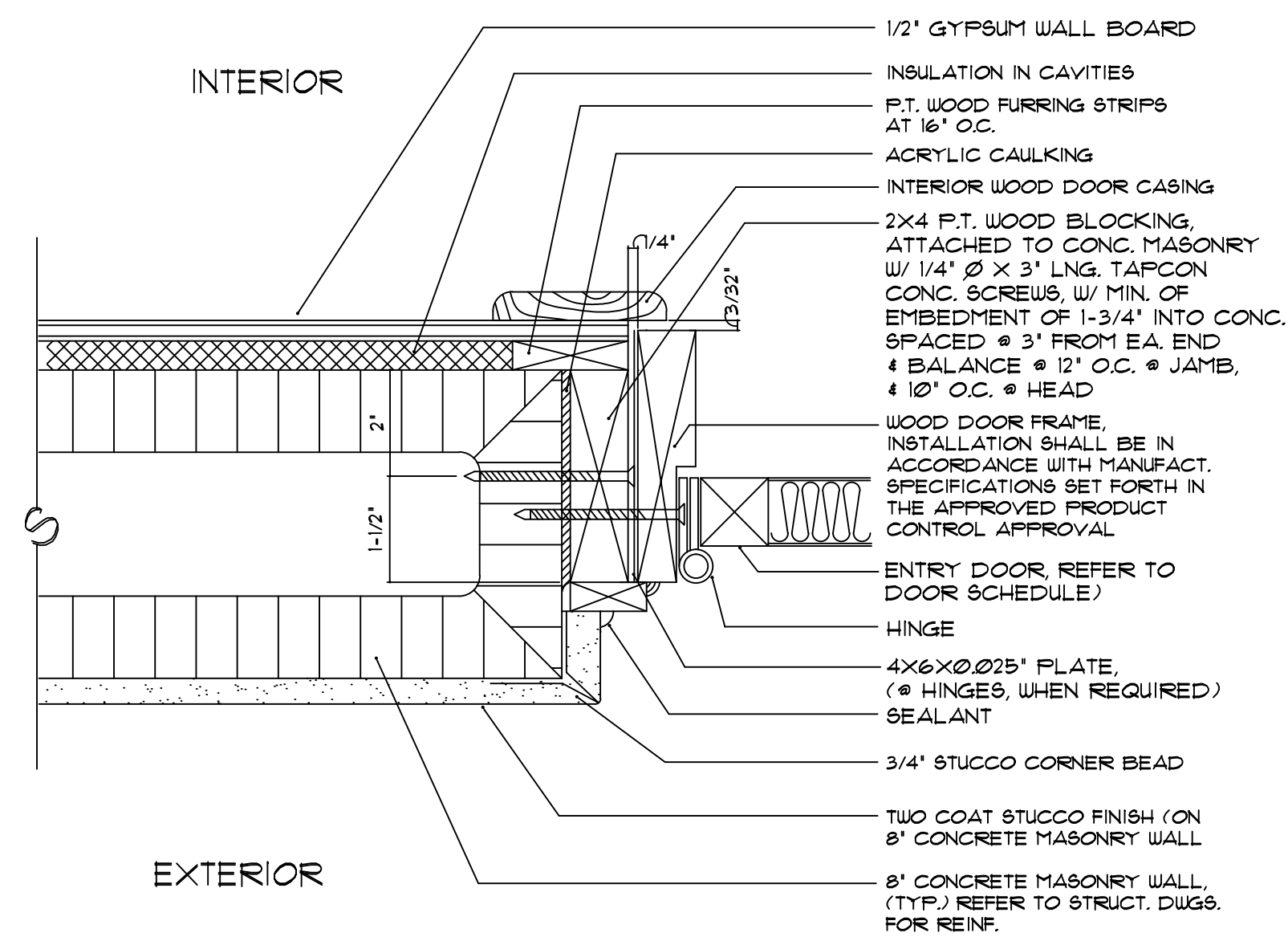
REVISIONS:

FLOOR PLAN

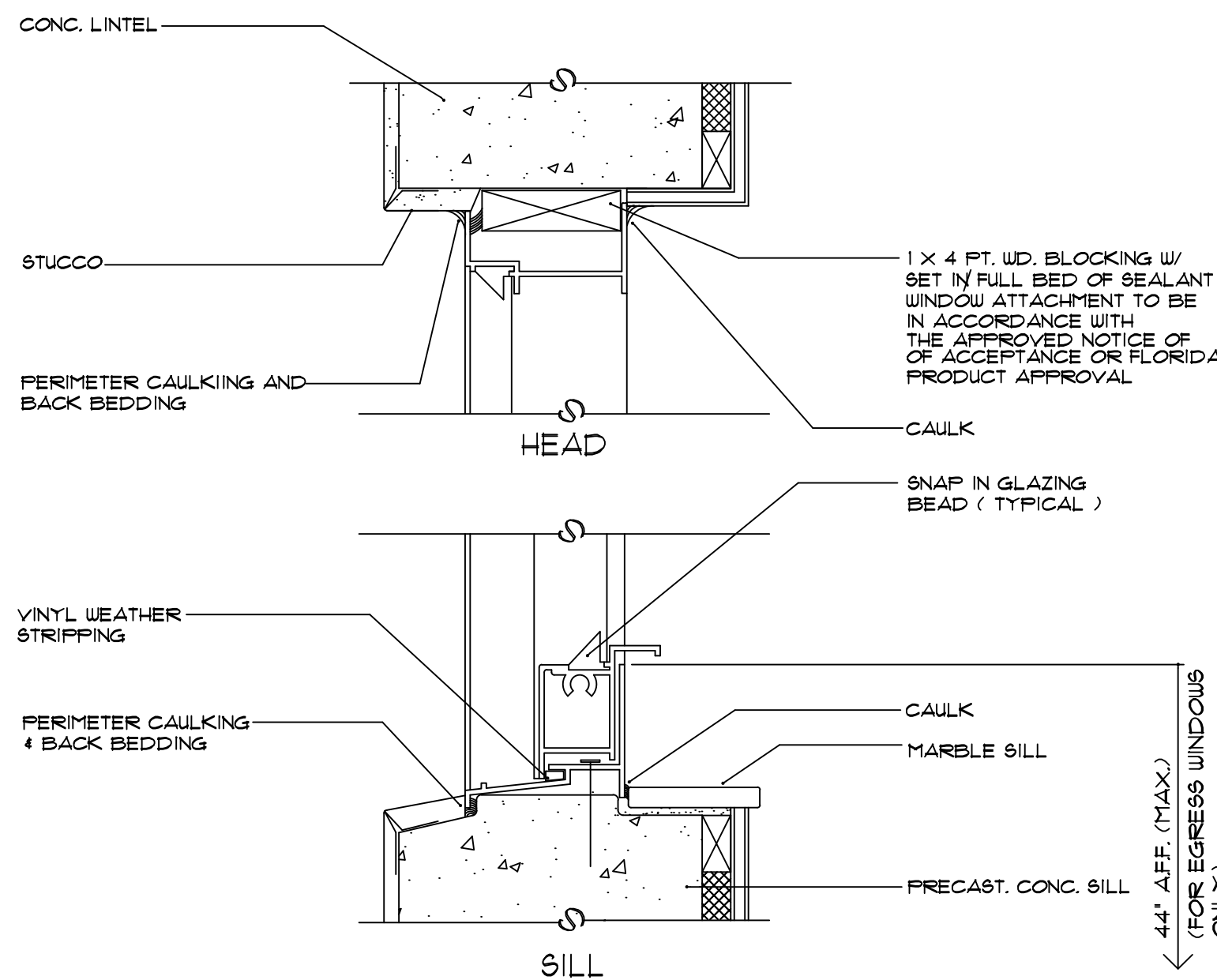
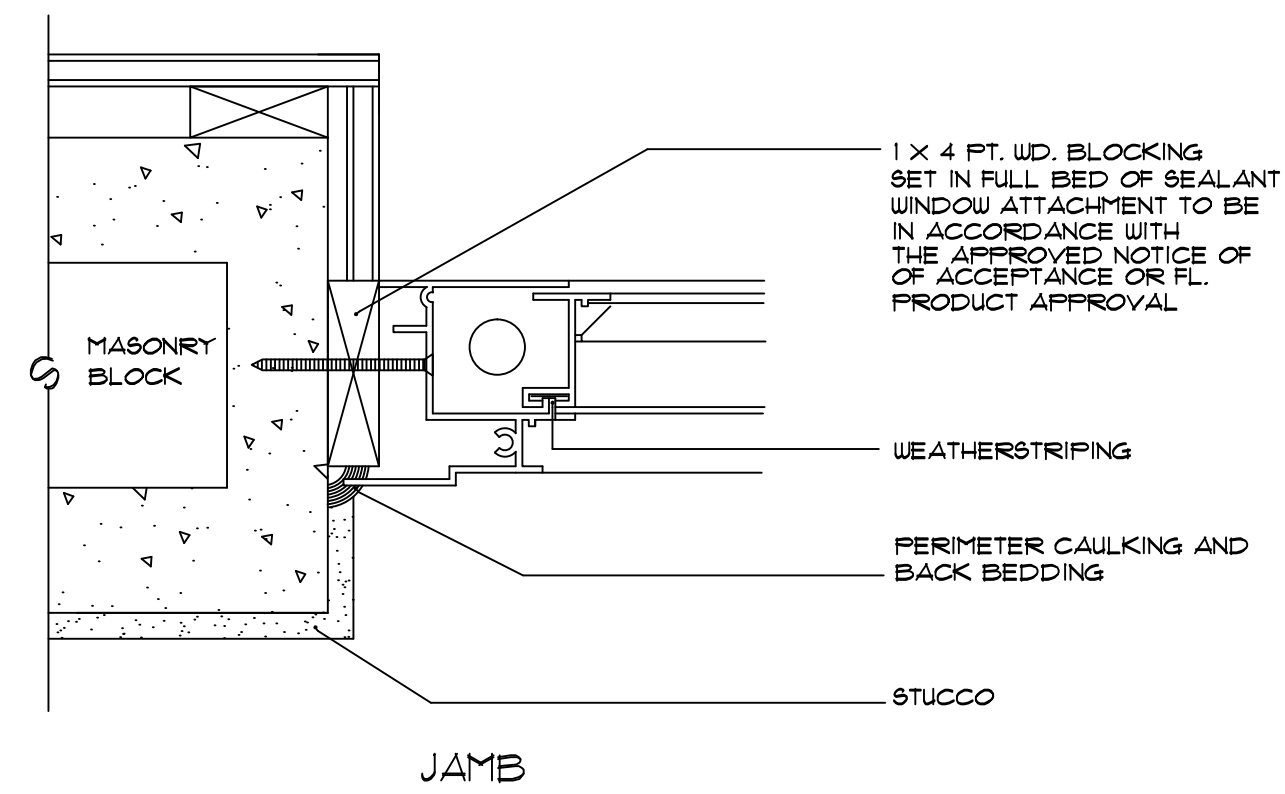
Sheet Title:

FILE NAME: AVALON AVE.
PROJECT NO. 20220420

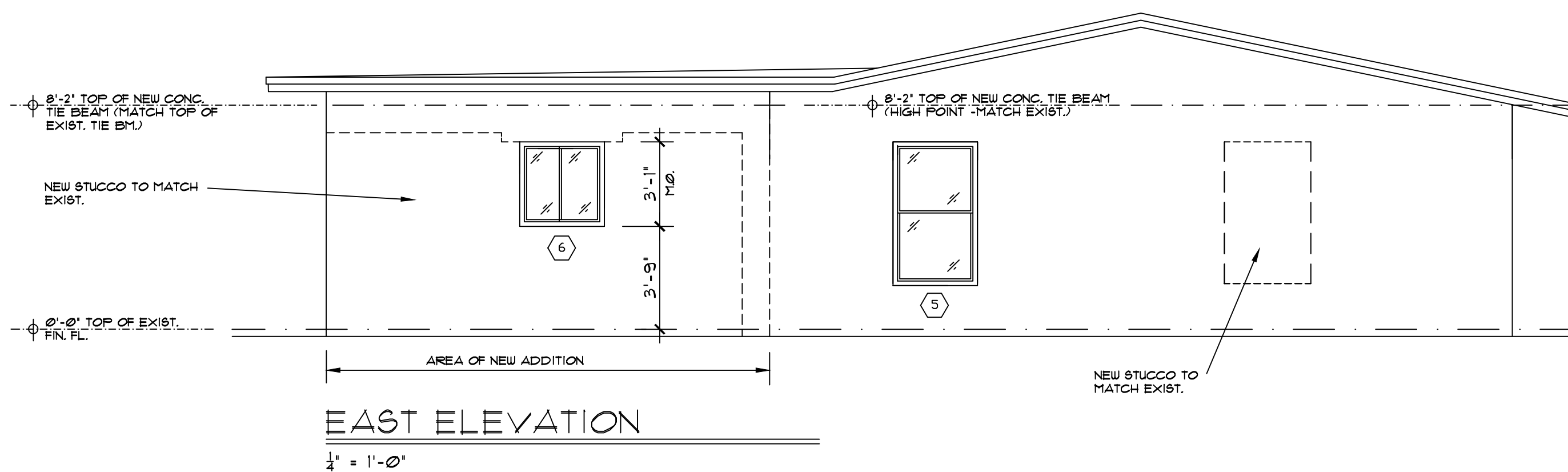
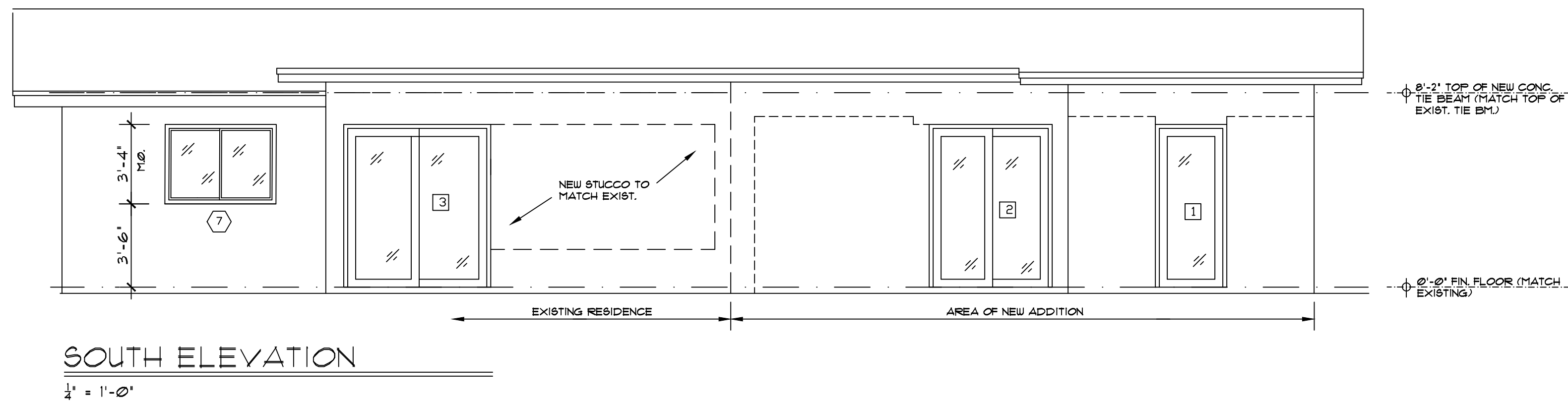
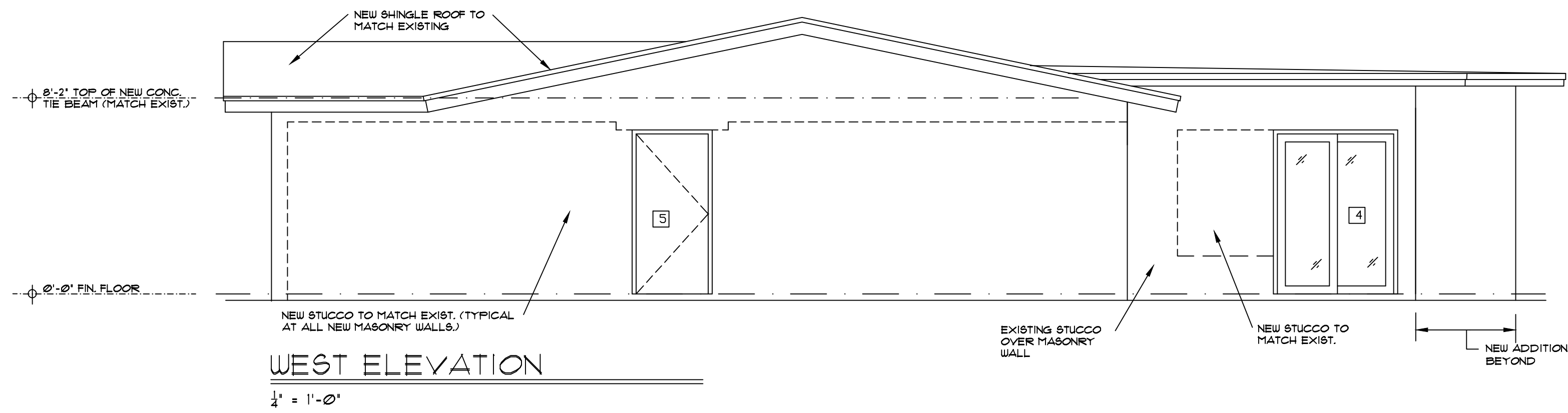
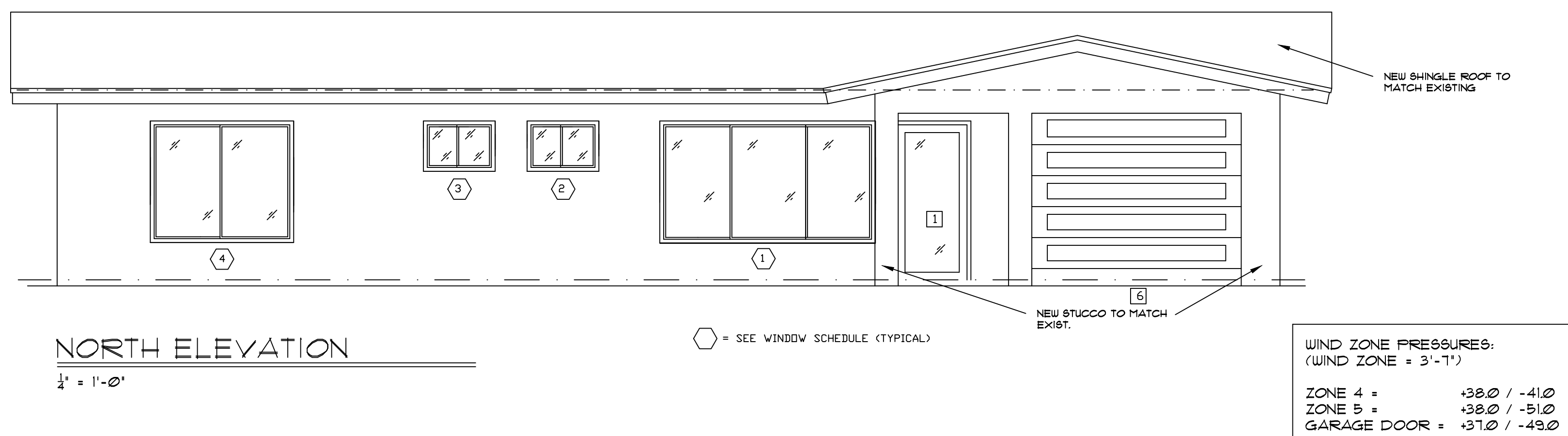
DATE: 06 JULY 2022
DRAWN BY: L.D.
CHECKED BY: B.L.



DOOR JAMB / HEAD DETAIL N.T.S.
NOTE: PROFILES AND TRIM MAY VARY DEPENDING ON MANUF. SELECTED. INSTALL IN ACCORDANCE WITH CURRENT APPROVED N.O.A. OR FL. PRODUCT APPROVAL



CBS WINDOW DETAILS N.T.S.
NOTE: PROFILES MAY VARY DEPENDING ON MANUF. SELECTED. INSTALL IN ACCORDANCE WITH CURRENT APPROVED N.O.A. OR FL. PRODUCT APPROVAL



ADDITION & RENOVATION TO:

SAHASRABUDHE RESIDENCE

234 AVALON AVENUE

LAUDERDALE-BY-THE-SEA, FLORIDA

33308

LEWARS DESIGN I, LLC

Bertram C.A. Lewars, Architect

AR 0017820

18242 N.W. 20th Street

Pembroke Pines, Florida 33029

(954) 701-0228 fx(954) 443-1440

bcalewars@comcast.net

REVISIONS:

EXT. ELEVATIONS

Sheet Title:

FILE NAME: AVALON AVE.

PROJECT NO. 20220420

DATE: 06 JULY 2022

DRAWN BY: L.D.

CHECKED BY: B.L.

A.4

Lauderdale By The Sea

Administrative Adjustment Level 2 - Zoning

3/11/2023

234 Avalon Ave, LBTS 33318 Building Permit# LBS23-013716

Folio# 494318072120

SILVER SHORES SEC OF LAUDERDALE BY THE SEA UNIT B 31-3 B LOT 4 BLK 25

To Whom it Concerns,

Request for building adjustments to match existing structures side setbacks. Single family home built in 1954 existing side setback is 6'-1" on East side of property and 6'-4" on the west side of the property. We would like for the 2 additions proposed in the permit application LBS23-013716 to maintain that set back established with original home setbacks.

We are in compliance with Section 30-128 a) does not result in increased density. b) does not exceed building height zoning. c) does not encroach upon town easements or right of ways.

d) We do meet at least 2 of the conditions. Vii. Required to allow a setback which matches the existing buildings current side setback, overhangs, roof cornices, eaves and Viii. Required for an expansion, addition, or modification to an existing structure where that the expansion, addition, or modification will not increase the footprint of the existing structure.

e) Does not interfere with the convenient and enjoyable use of adjacent lands, no danger to public f) Is not incompatible with the character of the development in the surrounding area. g) No adverse impacts h) Administrative adjustment is consistent with the comprehensive plan i) Does not effect parking.

Addresses of example additions consistent with the proposed project at the subject property.

242 Avalon Ave, 250 Avalon Ave, 254 Avalon Ave, 266 Avalon Ave and to rear of subject property 237 Lombardy Ave as well as countless other examples in the Silver Shores area.

We greatly appreciate all the help and consideration. Thank you.

Warm regards,

Milos "Mike" Trifunovic, Qualifier

Blue Gate Construction LLC

1250 SW 70th Terrace

Plantation, Fl. 33317

954-552-0827 cell

trifke@bellsouth.net

Fl Lic #CBC1258130





EXHIBIT 2

Town of Lauderdale-by-the-Sea Development Services

To: Planning & Zoning Board
From: Jhanelle Campbell, Development Services Director
Meeting Date: June 7, 2023
Re: Case Number 2023-L2-AA-01: Level 2 Administrative Adjustment Request to allow encroachments into the side setbacks for additions to an existing single-family dwelling.

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Administrative Adjustment application (**Exhibit 1**) submitted to the Town of Lauderdale-By-The-Sea (the "Town") by 234 Avalon Ave LLC (the "Applicant") for additions to an existing single-family home located at 234 Avalon Avenue (the "Property") (**Diagram 1**). The Applicant is requesting an Administrative Adjustment to allow encroachments into the side setbacks.

Diagram 1



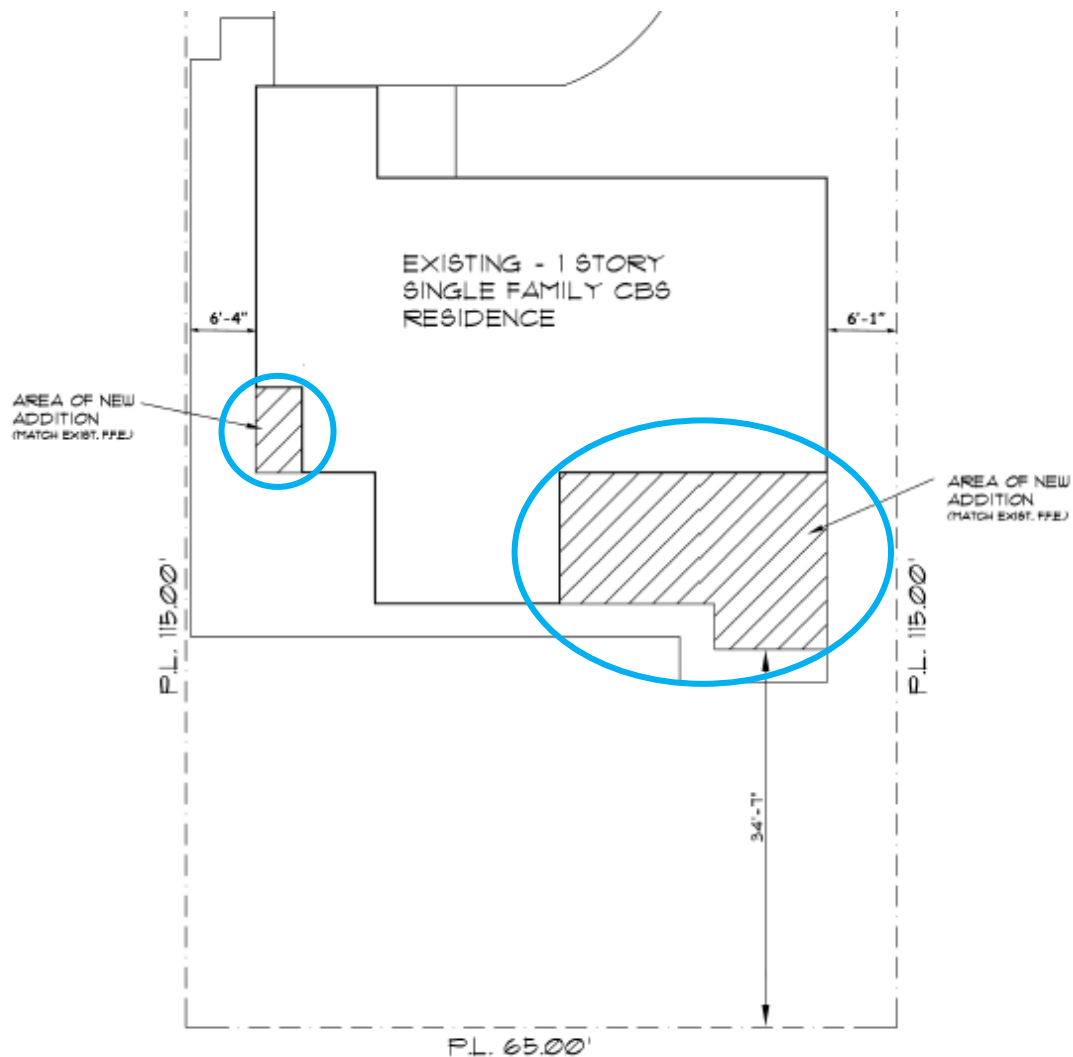
The Applicant has paid the appropriate fee and submitted the required documents. Notice has been given to all property owners located within a three hundred (300) foot radius of the Property. The Property has been posted and the public hearing concerning the Administrative Adjustment has been advertised, pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code") (**Exhibit 2**). Staff has not received comments from the public regarding this request.

Background and Request

The Property is a developed parcel of land located within the RS-5 zoning district (**Exhibit 3**). The existing single-family home was originally constructed in the mid-1950's. The Applicant proposes the construction of two additions on the rear sides of the existing dwelling to extend the kitchen and create a master suite. The proposed additions would fall in line with the original side walls of the existing dwelling with no additional encroachment into the existing side setback. The existing dwelling is legally non-conforming as it does not meet the current Code requirement of seven and one-half (7.5) feet for the side yard setback.

Diagram 2 shows the location of the proposed additions. Section 30-212(c)(2) of the Town Code requires a side setback of seven and one-half (7.5) feet. The west side of the Property has a side setback of six feet four inches (6'4") and the east side of the Property has a side setback of six feet one inch (6'1").

Diagram 2



Administrative Adjustment

Town Code Provision

Section 30-128 of the Town Code (**Exhibit 4**) establishes Level 1 and Level 2 Administrative Adjustment standards that allow the Town Manager and Town Commission, respectively, to approve a reduction in parking standards and/or setback requirements. A Level 2 Administrative Adjustment is permitted for setback encroachments of up to thirty percent (30%) or five (5) feet of the required setback, whichever is less (**Table 1**). The Town Code requires review by the Town Staff, Planning & Zoning Board, and Town Commission.

Table 1

Administrative Adjustment Thresholds			
Building Standards that May be Adjusted	<u>Maximum Level 1 Adjustment</u>	<u>Maximum Level 2 Adjustment</u>	<u>234 Avalon Avenue</u>
Setbacks	n/a	30% or 5 feet, whichever is less	East side is 1'1" West side is 1'4" 5 feet (30% of the setback is 2.25 feet)

Criteria and Analysis

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
Applicant response: The proposed building adjustments do not result in increased density.
Staff response: The criterion has been met.
- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
Applicant response: The proposed building adjustments do not result in increased height.
Staff response: The criterion has been met.
- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;

Applicant response: The proposed building adjustments do not encroach upon easements or rights-of-way.

Staff response: The criterion has been met.

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:
- i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant response: We do meet at least 2 of the conditions. Vii. Required to allow a setback which matches the existing buildings current side setback, overhangs, roof cornices, eaves and viii. Required for an expansion, addition, or modification to an existing structure where that the expansion, addition, or modification will not increase the footprint of the existing structure.

Staff response: The criterion has been met.

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: Does not interfere with the convenient and enjoyable use of adjacent lands, no danger to the public.

Staff response: The criterion has been met.

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: Is not incompatible with the character of development in the surrounding area.

Staff response: The criterion has been met.

- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant response: There are no adverse impacts.

Staff response: The criterion has been met.

- h. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant Response: The adjustment is consistent with the comprehensive plan.

Summary Findings and Recommendations

The proposed plans and narrative submitted by the Applicant have met the criteria within the Land Development Code and Staff recommends approval of the Level 2 Administrative Adjustment with the following conditions:

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the building permit approved for the Property.

Exhibits

Exhibit 1 – Level 2 Administrative Adjustment Application with Plans

Exhibit 2 – Town Code Section 30-139 Public Notice

Exhibit 3 – Town Code Section 30-212(c)(2) (RS-5)

Exhibit 4 – Town Code Section 30-128 Administrative Adjustments

U:\0 Properties\Avalon\Avalon 234\2023-L2-AA-01\P&Z\2023-L2-AA-01 Staff Report 234 Avalon Avenue 46K4021.docx

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: 2023-L2-AA-01

BTR #: _____

Date Application Submitted: April 12, 2023

Date Application Found Complete: April 18, 2023

Pre-Application Meeting Date: N/A

Non-Refundable Application Fee: \$350.00 paid

Cost Recovery Fee: \$400.00 paid

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: 234 AVALON AVE

Code Section from which Administrative Adjustment is sought: 30-128 d.) vii & viii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit ([See Fee Schedule](#))
- A description of the request
- Two (2) current surveys, signed and sealed.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

East Side 19% or 1'-5"
West Side 15% or 1'-2"

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- ✓ a) The Administrative Adjustment does not result in an increase in allowable density.
- ✓ b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- ✓ c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- ✓ d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- ✓ e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- ✓ f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- ✓ g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- ✓ h) The Administrative Adjustment is consistent with the comprehensive plan.
- ✓ i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov





LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2023-L2-AA-01

BTR #: _____

Date Application Submitted: April 12, 2023

Date Application found Completed: April 18, 2023

Pre-Application Meeting Date: N/A

Non-Refundable Application Fee: \$350.00 paid

Cost Recovery Fee: \$400.00 paid

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|---|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☐ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☐ Conditional Use _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☐ Administrative Adjustment _____ | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: 234 AVALON AVE

Folio Numbers: 494318072120

Street Address: 234 AVALON AVE

Legal Description: SILVER SHORES SEC OF LAUDERDALE BY THE SEA UNIT B 31-3 B LOT 4 BLK 25

Name of Property Owner: 234 AVALON AVE LLC Property Owner's Phone #: 908-338-7578

Address of Property Owner: 12 SHORT HILLS LN, SCOTCH PLAINS, NJ 07076

Property Owner's Email Address: AMOLS_99@YAHOO.COM

Name of Applicant: MIKE TRIFUNOVIC Applicant's Phone #: 954-552-0827

Applicant's Address: 1250 SW 70TH TER, PLANTATION, FL 33317

Applicant Email Address: TRIFKE@BELLSOUTH.NET

Name of Agent (e.g. Contractor Representing the Project): CONTRACTOR REPRESENTING THE PROJECT

5/28/2020

Universal Application

Agent's Email Address: trifke@bellsouth.net Agent's Phone #: 954-552-0827

Agent's Address: 1250 SW 70th Ter., Plantation, FL 33317

Land Use Plan Designation: 01- SINGLE FAMILY Zoning District: RESIDENTIAL

Existing Use of the Subject Property: SINGLE FAMILY HOME

Proposed Use of the Subject Property: SINGLE FAMILY HOME

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I MIKE TRIFUNOVIC (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: AMOL SAHASRABUDHE Date: 3/28/2023

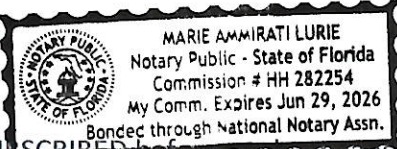
Signature of Property Owner: Amol Sahasrabudhe

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: AMOL SAHASRABUDHE Date: 03/28/2023

Signature of Property Owner: Amol Sahasrabudhe

State of Florida: 
County: _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☒ online notarization, this day 28 of March, 2023

The person signing is ☐ personally known to me or has ☒ produced identification

Print Notary Name: Marie A. Lurie My Commission Expires: _____

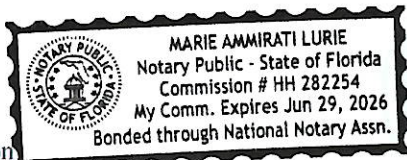
Notary Signature: Marie Ammirati Lurie

Applicant

Print Name of Property Owner: MIKE TRIFUNOVIC Date: 03/28/2023

Signature of Property Owner: Mike Trifunovic

State of Florida: _____

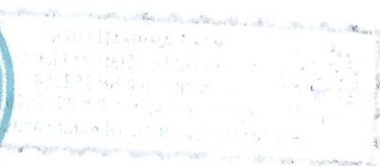
County: _____
5/28/2020
Universal Application 

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day
28 of March, 2023

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: Marie A. Lurie My Commission Expires: _____

Notary Signature: *Marie A. Lurie*



AVALON AVENUE

ASPHALT ROADWAY
50' RIGHT-OF-WAY

65.00'

25.0'

90°00'00"

FOUND 1/2" IRON PIPE

FENCE 0.1' E

28.7'

DRIVEWAY

COVERED

WALL

WM

25.0'

90°00'00"

FOUND 1/2" IRON PIPE

0.4' N
0.5' E

206.94'(P)

6.1'

FENCE 0.2' W

LOT 5 BLOCK 25

LOT 3 BLOCK 25

LOT 4 BLOCK 25 RESIDENCE # 234

115.00'

27.8'

4.3'

7.8'

6.7'

10.7'

12.0'

17.4'

17.0'

24.6'

COVERED SCREENED

ROCKS

PERGOLA

SHEDS

52.9'

38.7'

12.0'

41.3'

27.1'

6.1'

115.00'

90°00'00"

SET 1/2" IRON ROD AND CAP "NEXGEN 8111"

FENCE 0.6' N
1.3' E

10.0' U.E. & (PLAT)

5' 5'

65.00'

LOT 20 BLOCK 25

LOT 21 BLOCK 25

LOT 22 BLOCK 25

FENCE 1.3' N
0.5' E

0.5'

3.8'

1.2'

1.3'

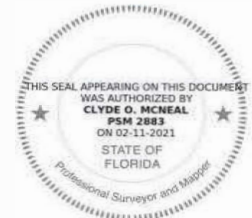
0.3'

0.4'

Removed Permit #LBS22-C added by Trifunovic

Removed
Permit
#LBS22-012154
added by Mike
Trifunovic 4/11/23

NEXGEN
SURVEYING, LLC.



LEGAL DESCRIPTION OF: 234 AVALON AVE, LAUDERDALE BY THE SEA, FL, 33308

LOT 4, BLOCK 25, SILVER SHORES SECTION OF LAUDERDALE BY THE SEA, UNIT B, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE(S) 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

AMARILIS ADORNO ESQ PA
AMOL A. SAHASRABUDHE
PLAZA HOME MORTGAGE INC. ISAOA
FIDELITY NATIONAL TITLE INS. CO.

FLOOD ZONE:

12011C0378H
ZONE: AE
EL: 5 FT.
EFF: 08/18/2014

SURVEY NOTES:

- DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES EXTEND THROUGH UTILITY EASEMENT ALONG SOUTHERN BOUNDARY LINE AS SHOWN.
- FENCES CROSS THE BOUNDARY LINES ON EASTERLY AND WESTERLY SIDES OF LOT AS SHOWN.
- SHED CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.
- SHEDS EXTEND THROUGH UTILITY EASEMENT ALONG SOUTHERN BOUNDARY LINE AS SHOWN.

LEGEND

A/C	-AIR CONDITIONER
WM	-WATER METER
AL	- ARC LENGTH
(C)	-CALCULATED
(M)	-MEASURED
P.O.B.	-POINT OF BEGINNING
P.O.C.	-POINT OF COMMENCEMENT
&	-AND
P.B.	-PLAT BOOK
PG	-PAGE
U.E.	-UTILITY EASEMENT
D.E.	-DRAINAGE EASEMENT
P.U.E.	- PUBLIC UTILITY EASEMENT
L.A.E.	-LIMITED ACCESS EASEMENT
L.M.E.	-LAKE MAINTENANCE EASEMENT
O.H.E.	-OVERHEAD EASEMENT
R	-RADIUS
(R)	-RECORD
O.R.B.	-OFFICIAL RECORDS BOOK
Sq.Ft.	-SQUAREFEET
Ac.	-ACRES
DB	-DEED BOOK
(D)	-DEED
(P)	-PLAT
EOW	-EDGE OF WATER
TOB	-TOP OF BANK
OHL	-OVERHEAD LINE
C/O	-CLEAN OUT
ELEV	-ELEVATION
FF	-FINISHED FLOOR
LS	-LICENSED SURVEYOR
LB	-LICENSED BUSINESS
PSM	-PROFESSIONAL SURVEYOR & MAPPER
— x —	-FENCE
#	-NUMBER
±	-PLUS OR MINUS
	-ASPHALT
	-CONCRETE
	-PAVER/BRINCK
	-WOOD
	-LIGHT POLE
	-WELL
	-WATER VALVE
	-CENTER LINE
	-CATCH BASIN
	-FIRE HYDRANT
	-UTILITY POLE
	-MANHOLE
	-ELEVATION

SOME ITEMS IN LEGEND MAY NOT
APPEAR ON DRAWING.

GENERAL NOTES:

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS.
- 5) DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 6) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 7) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 8) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 9) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)



www.NexGenSurveying.com

561.508.6272

Fax: 561.508.6309

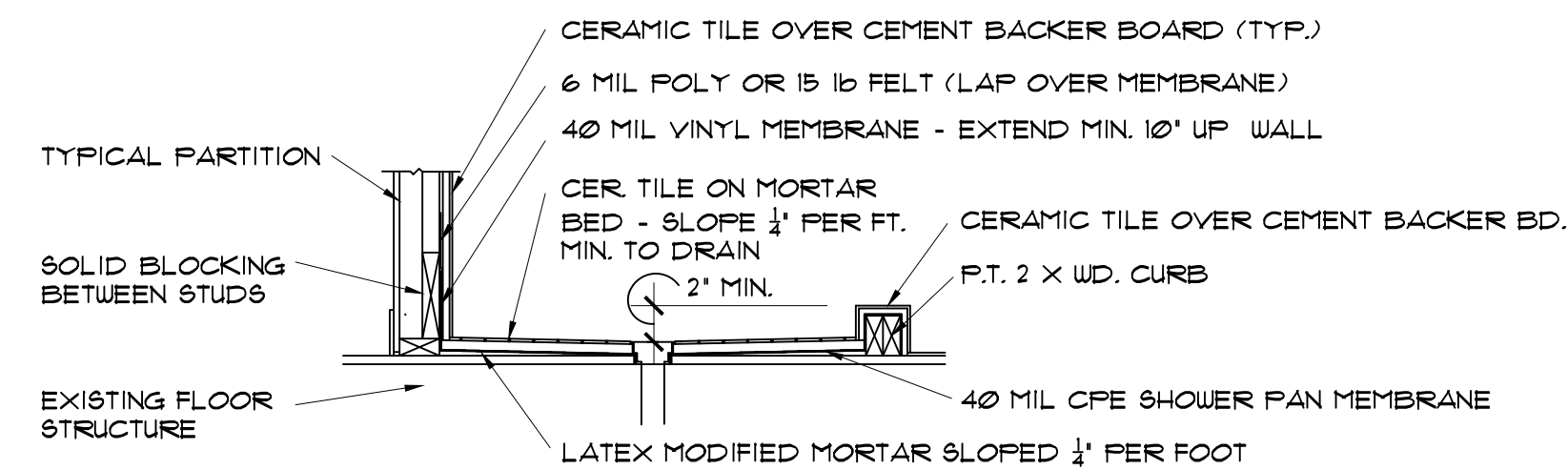
LB 8111

5601 Corporate Way | Suite 103
West Palm Beach, FL 33407

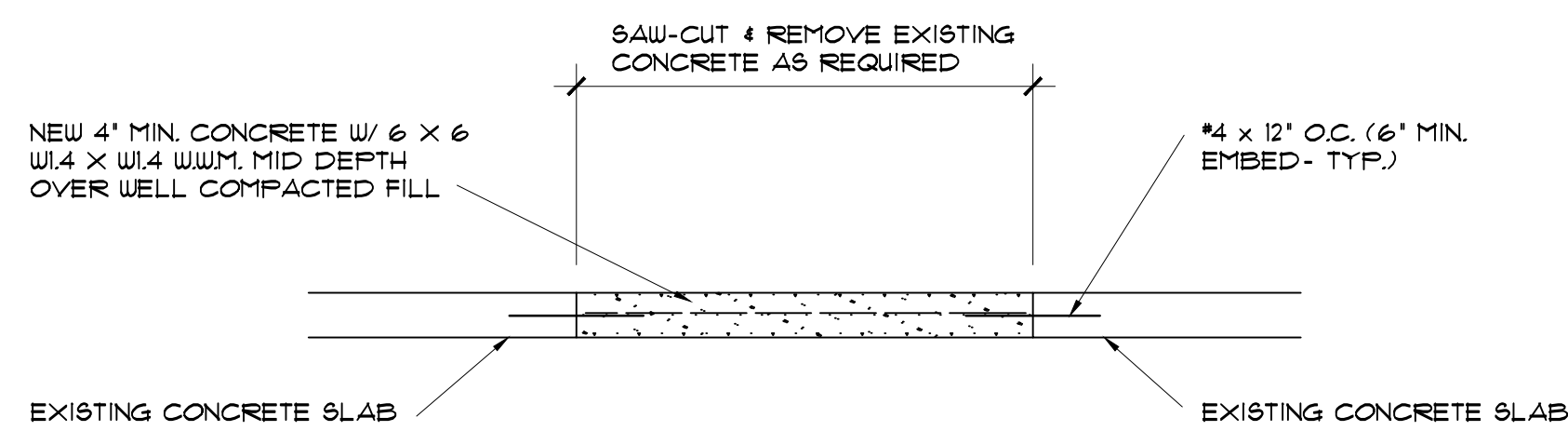
INTERIOR NON BEARING PARTITION

N.T.S.

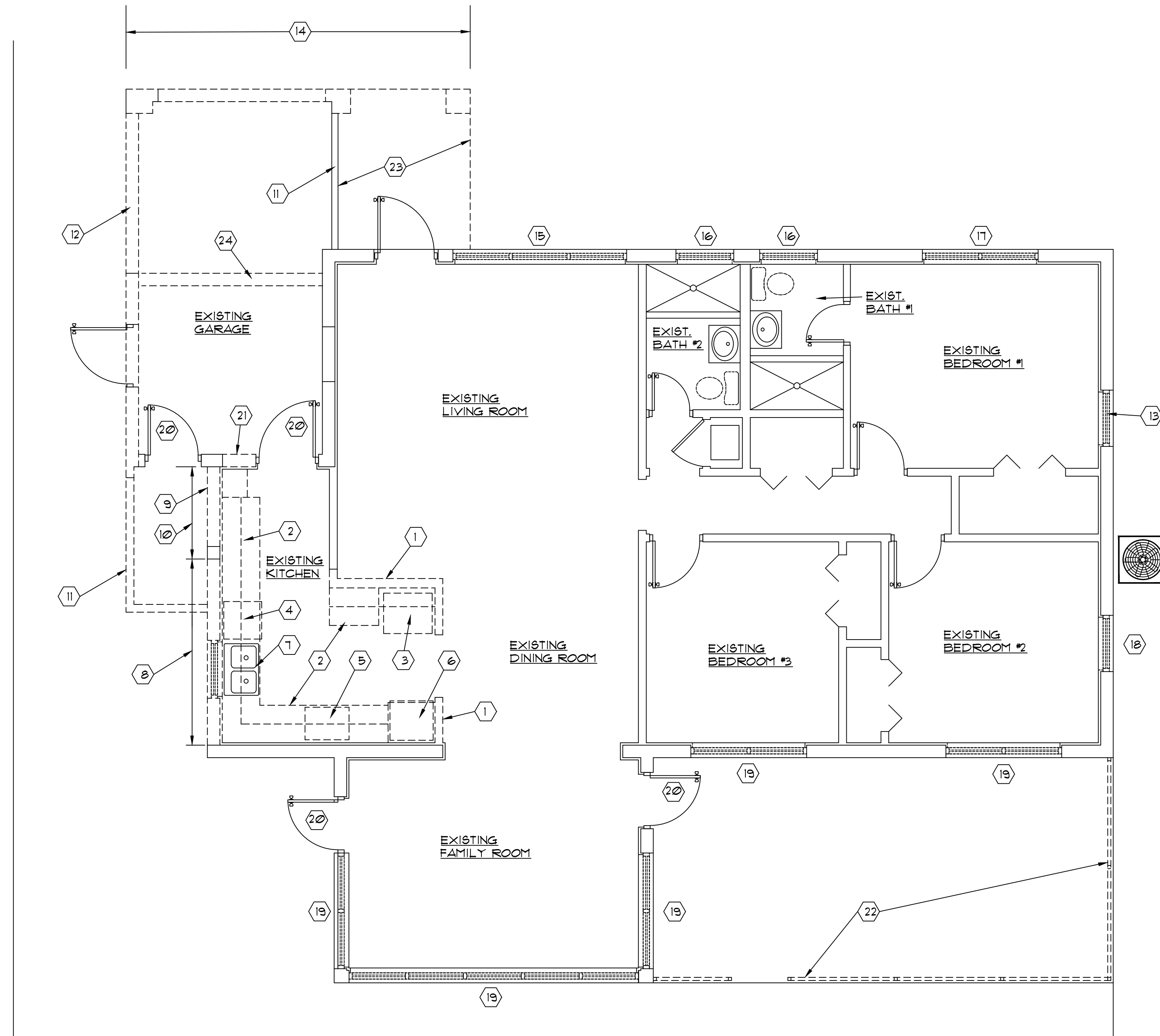
NOTE:
CERAMIC TILE INSTALLATION, WATERPROOFING, ETC. SHALL BE IN
ACCORDANCE WITH TCNA STANDARDS



SHOWER PAN DETAIL - W/ CURB

$$\frac{3}{4}' = 1' - \emptyset'$$


CONCRETE RESTORATION DETAIL

$$\frac{3}{4}' = 1' - \emptyset'$$


DEMOLITION PLAN

$$\frac{1}{2}'' = 1' - \emptyset''$$

DEMOLITION PLAN NOTES:

- | | | | |
|----|--|----|---|
| 1 | REMOVE PORTION OF EXISTING PARTITION AS SHOWN. | 13 | REMOVE EXISTING WINDOW - SEE INFILL DETAIL. |
| 2 | REMOVE EXISTING KITCHEN CABINETS. | 14 | REMOVE EXISTING MASONRY AND COLUMNS. |
| 3 | RELOCATE EXISTING REFRIGERATOR - SEE FLOOR PLAN. | 15 | REMOVE EXISTING 9'-2"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW. |
| 4 | RELOCATE EXISTING DISHWASHER - SEE FLOOR PLAN. | 16 | REMOVE EXISTING 3'-0"W X 2'-1"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW. |
| 5 | REMOVE EXISTING COOK-TOP. | 17 | REMOVE EXISTING 6'-1"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW. |
| 6 | REMOVE EXISTING WALL OVEN. | 18 | REMOVE EXISTING 3'-0"W X 5'-2"H WINDOW IN PREPARATION FOR INSTALLATION OF NEW WINDOW. |
| 7 | REMOVE EXISTING SINK. | 19 | REMOVE EXISTING WINDOW - SEE FLOOR PLAN. |
| 8 | REMOVE EXISTING MASONRY WALL. | 20 | REMOVE EXISTING DOOR AND FRAME. |
| 9 | REMOVE EXISTING MASONRY WALL FROM FINISH FLOOR TO UNDERSIDE OF TIE BEAM FOR INSTALLATION OF NEW DOOR - SEE FLOOR PLAN. | 21 | REMOVE PORTION OF EXISTING MASONRY WALL - SEE FLOOR PLAN. |
| 10 | EXISTING TIE BEAM ABOVE TO REMAIN. | 22 | REMOVE EXISTING SCREEN ENCLOSURE AND ALUMINUM ROOF. |
| 11 | REMOVE PORTION OF EXISTING WOOD FRAME WALL AT TOP TO INSTALL NEW B-1 ABOVE. | 23 | EXISTING CONC. TO REMAIN. |
| 12 | REMOVE EXISTING WOOD FRAME WALL INCLUDING MASONRY WALL BELOW - SEE EXTERIOR ELEVATIONS. | 24 | REMOVE EXISTING CONC. BM. |

ADDITION & RENOVATION TO:

SAHASRABUDHE RESIDENCE

234 AVALON AVENUE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

LEWARS DESIGN I, LLC

LEWIS DESIGN I, L.L.C.
Bertram C.A. Lewars, Architect

18242 N.W. 20th Street
AR 0017820

Pembroke Pines, Florida 33029
(954) 701-0228 fx(954) 443-1440

701-0228 fx(954) 443-1440
bcalewars@comcast.net

REVISIONS:

DEMO PLAN

Sheet Title:

FILE NAME: AVALON AVE.

PROJECT NO. 2022042

DATE: 06 JULY 2022

DRAWN BY: L.D.

CHECKED BY: B.L

(A.2)

WINDOW SCHEDULE

MARK	UNIT SIZE	TYPE	FASTENER TYPE/SIZE	REMARKS
1	9'-2" X 5'-2"	HORIZ. SLIDING	PER N.O.A.	
2	3'-0" X 2'-1"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
3	3'-0" X 2'-1"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
4	6'-1" X 5'-2"	HORIZ. SLIDING	PER N.O.A.	
5	3'-0" X 5'-2"	SINGLE HUNG	PER N.O.A.	
6	3'-0" X 3'-0"	HORIZ. SLIDING	PER N.O.A.	OBSCURE GLASS
7	4'-8" X 3'-4"	HORIZ. SLIDING	PER N.O.A.	

a MIN. CLEAR DIMENSIONS FOR BEDROOM WINDOWS TO BE 20"W X 24"H W/ NET CLEAR OPENING OF 5.7 SQ. FT. FOR EGRESS.
G.C. VERIFY W/ WINDOW MANUF. SELECTED PRIOR TO ORDERING/FABRICATION OF WINDOWS.

G.C. VERIFY W/ WINDOW MANUF. SELECTED PRIOR TO ORDERING/FABRICATION OF WINDOWS.

WIND DESIGN WIND SPEED = 170 MPH, 3-SECOND GUST
(ASCE 7-10, EXPOSURE C, CATEGORY II)

CONTRACTOR TO VERIFY ALL OPENING SIZING WITH MANUFACTURER PRIOR TO BLOCKING OUT OPENING AND INSTALLATION

CONTRACTOR TO VERIFY ALL EXISTING MASONRY OPENINGS PRIOR TO ORDERING AND/OR FABRICATION OF WINDOWS

ALL EXTERIOR WINDOWS TO BE LARGE MISSILE IMPACT RATED.

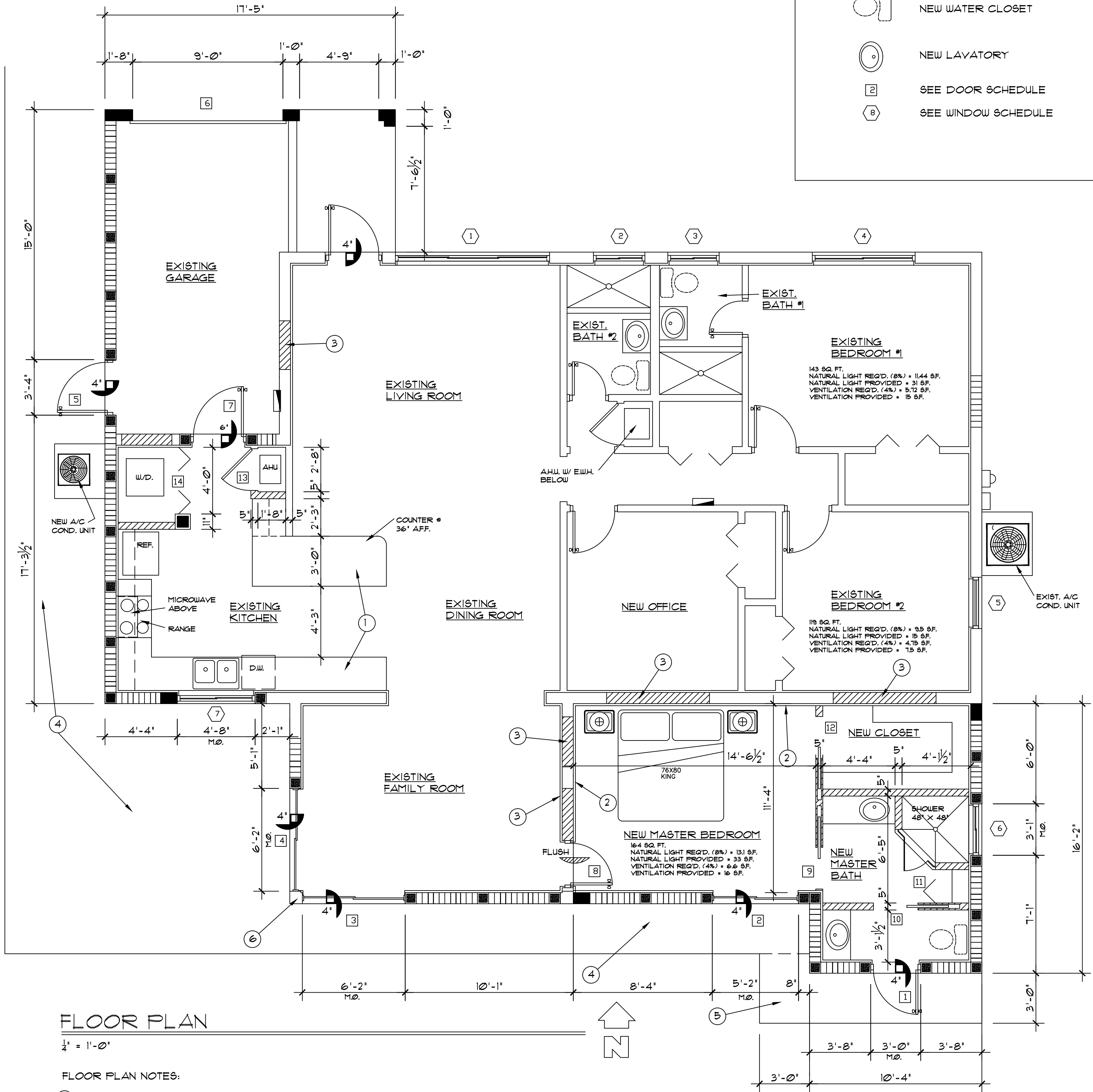
DOOR SCHEDULE

NO	SIZE	DESCRIPTION	REMARKS
1	2'-8" X 6'-8" X 1 3/4"	ALUM. DOOR W/ OBSCURE GLASS	
2	5'-0" X 6'-8"	SLIDING GLASS DOOR	
3	6'-0" X 6'-8"	SLIDING GLASS DOOR	
4	6'-0" X 6'-8"	SLIDING GLASS DOOR	
5	3'-0" X 6'-8" X 1 3/4"	ALUM. FLUSH DOOR	
6	9'-0" X 7'-0"	GARAGE DOOR	
7	3'-0" X 6'-8" X 1 3/4"	METAL CLAD W/ CLOSER	
8	2'-6" X 6'-8" X 1 3/4"	HOLLOW CORE WOOD	
9	2'-6" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
10	2'-8" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
11	2'-0" X 6'-8" X 1 3/4"	WOOD BIFOLD DOOR	
12	2'-6" X 6'-8" X 1 3/4"	WOOD POCKET DOOR	
13	2'-6" X 6'-8" X 1 3/4"	HOLLOW CORE WOOD DOOR	
14	(2) 2'-0" X 6'-8" X 1 3/4"	WOOD BIFOLD DOOR	

DOOR NOTES:
1. ALL DOORS SHALL BE SUITABLE FOR PAINTING AS SELECTED BY OWNER.
2. EXTERIOR DOORS: LARGE MISSILE IMPACT RATED - SUBMIT N.O.A. FOR APPROVAL

GENERAL NOTES:

- A. PROVIDE CERAMIC TILE OVER MIN. 1/2" CEMENT BOARD FULL HEIGHT ON ALL WET WALLS IN SHOWERS.
- B. PROVIDE BATT SOUND INSULATION IN ALL BATHROOM AND TOILET ROOM WALLS.
- C. PROVIDE SAFETY GLASS SHOWER ENCLOSURE AND DOORS AT NEW BATHROOM AS SELECTED BY OWNER.
- D. ALL FINISHES (CERAMIC WALL TILE, FLOOR TILE, PAINT, ETC.) SHALL BE SELECTED BY OWNER.
- E. ALL KITCHEN CABINETS, COUNTERS, ISLAND, ETC. DESIGN BY OTHERS.
- F. PROVIDE 1/2" DRYWALL OVER MIN. 1 X 2 P.T. WOOD FURRING @ 16" O.C. WITH R-4 RIGID INSULATION AT NEW EXTERIOR MASONRY WALLS. INCREASE FURRING SIZE AS REQUIRED FOR INSULATION.



FLOOR PLAN

1/4" = 1'-0"

FLOOR PLAN NOTES:

- 1 NEW KITCHEN CABINETS - DESIGN BY OTHERS.
- 2 FURR EXISTING WALL WITH 1/2" DRYWALL OVER P.T. 1 X 2 WOOD FURRING @ 16" O.C.
- 3 CLOSE EXISTING OPENING WITH 1/2" DRYWALL OVER GALV. METAL OR WOOD STUD FRAMING AS REQUIRED. (FILL CAVITY WITH BATT SOUND INSULATION).
- 4 EXISTING CONCRETE TO REMAIN.
- 5 NEW CONCRETE TO MATCH EXISTING.
- 6 EXISTING CONCRETE COLUMN TO REMAIN UNDISTURBED.

ADDITION & RENOVATION TO:
SAHASRABUDHE RESIDENCE
234 AVALON AVENUE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

LEWARS DESIGN I, LLC
Bertram C.A. Lewars, Architect
AR 0017820
18242 N.W. 20th Street
Pembroke Pines, Florida 33029
(954) 701-0228 fx(954) 443-1440
bcalewars@comcast.net

REVISIONS:

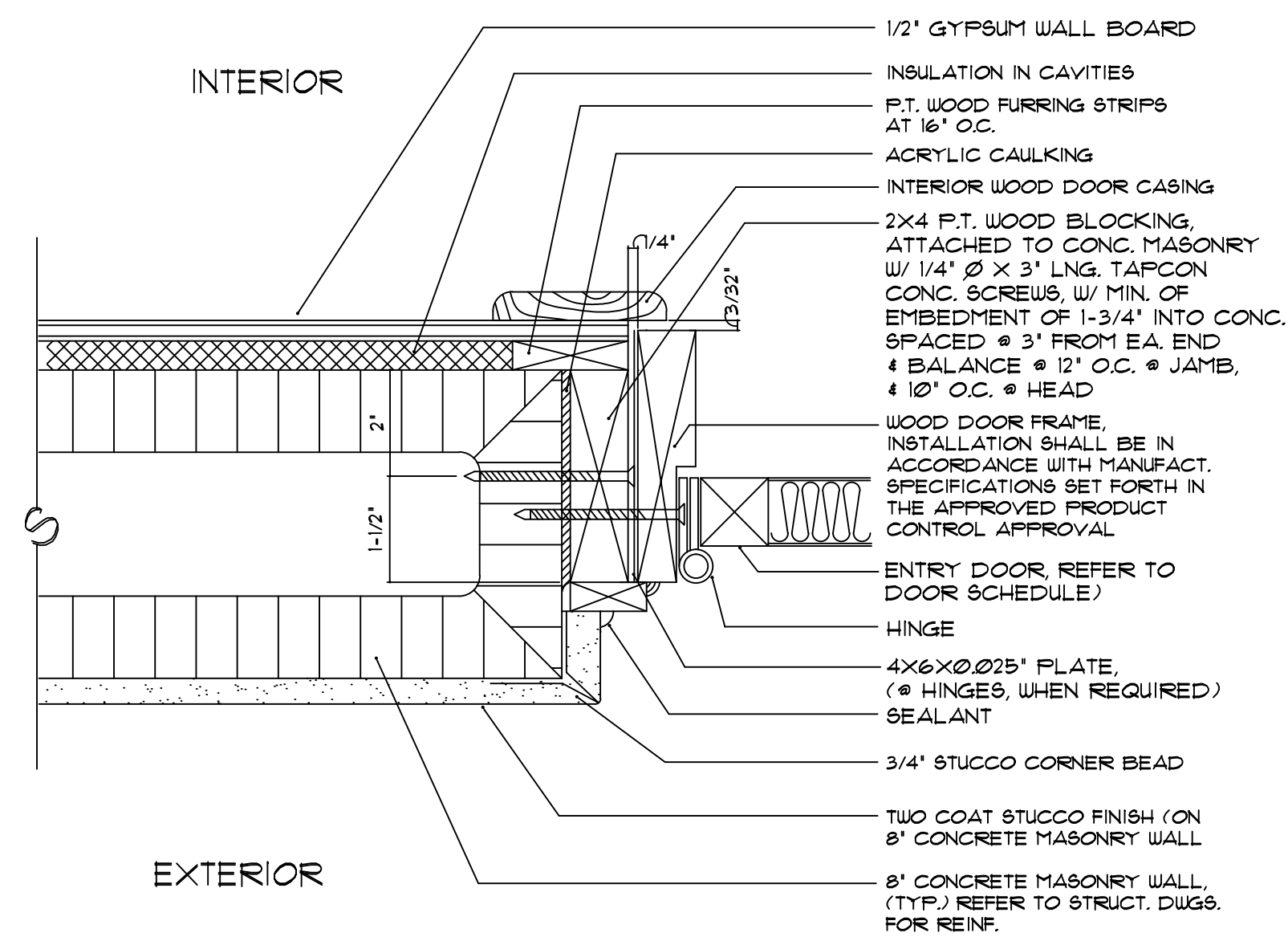
FLOOR PLAN

Sheet Title:

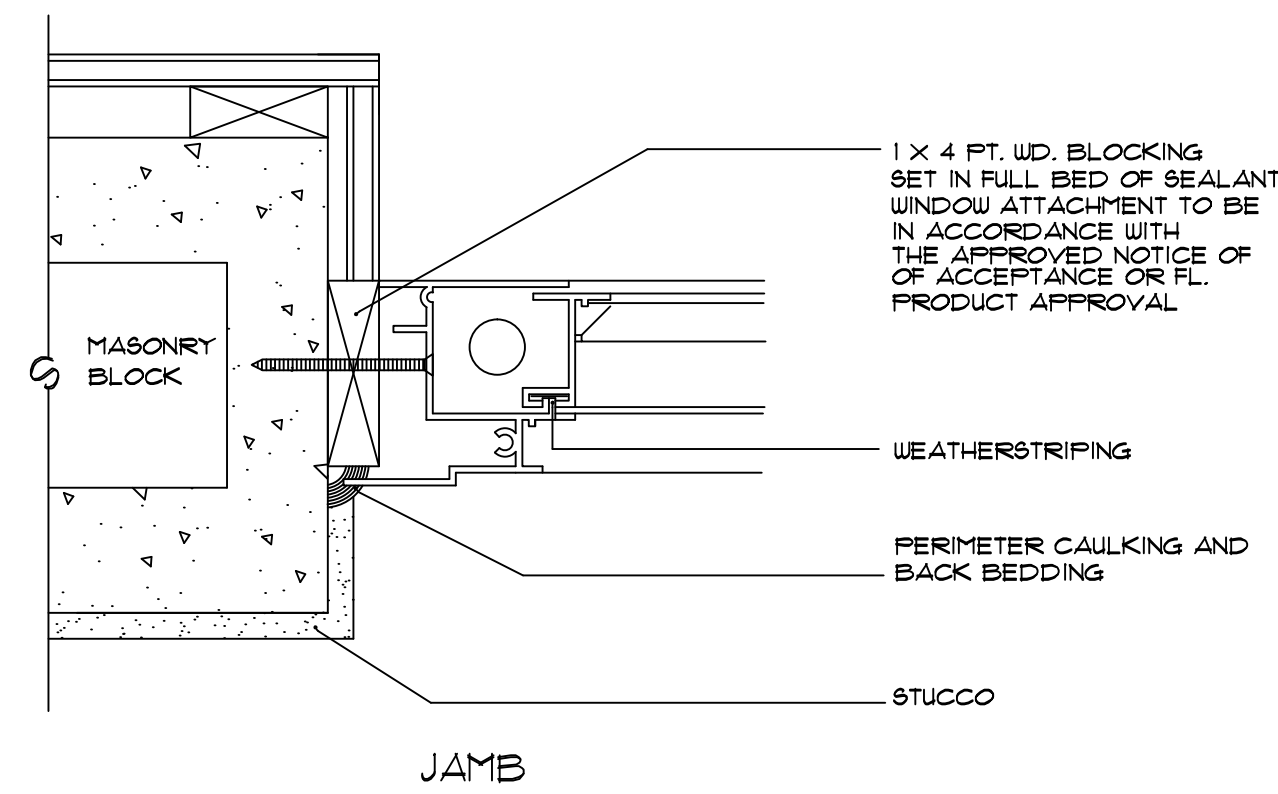
FILE NAME: AVALON AVE.
PROJECT NO. 20220420

DATE: 06 JULY 2022
DRAWN BY: L.D.
CHECKED BY: B.L.

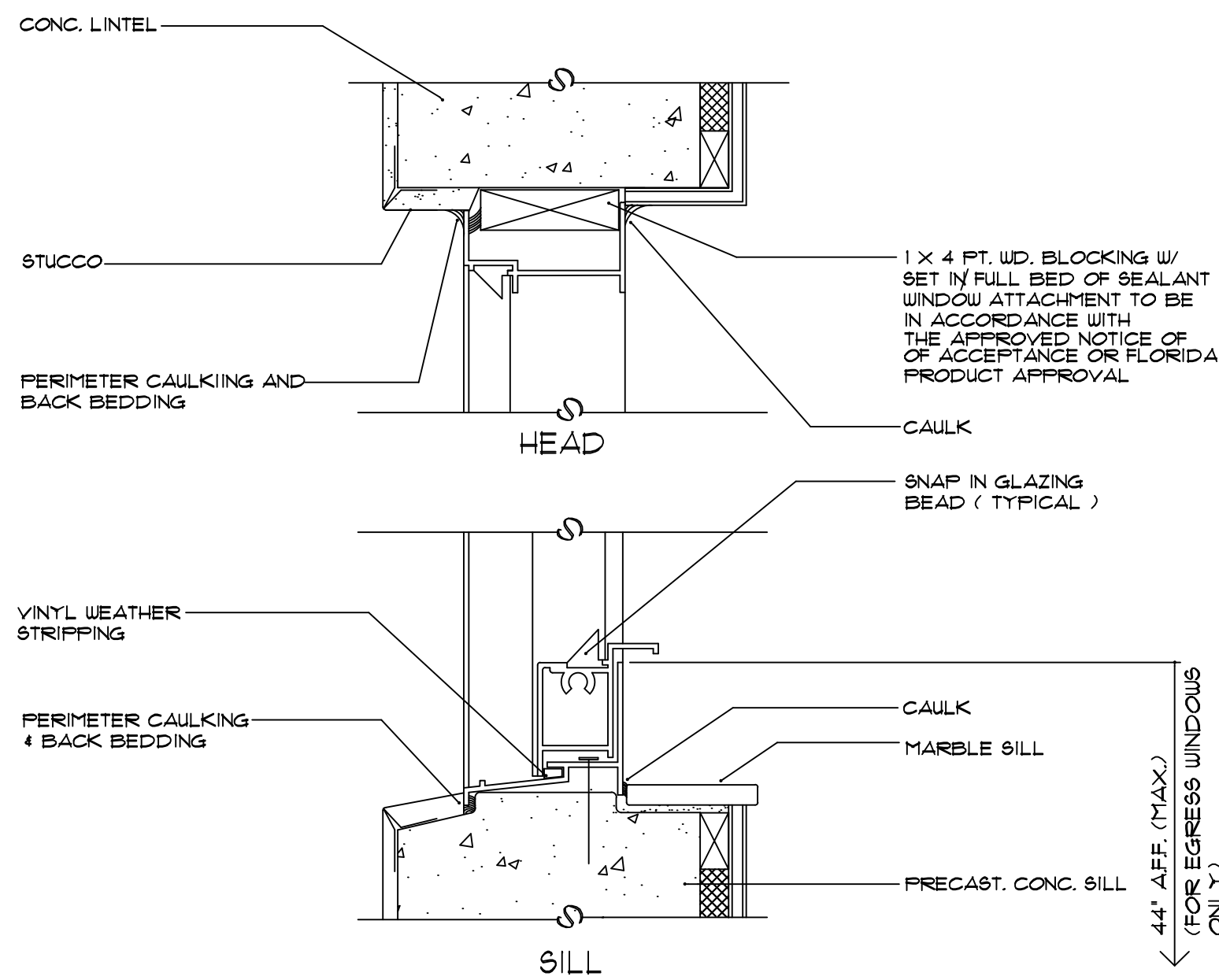
A.3



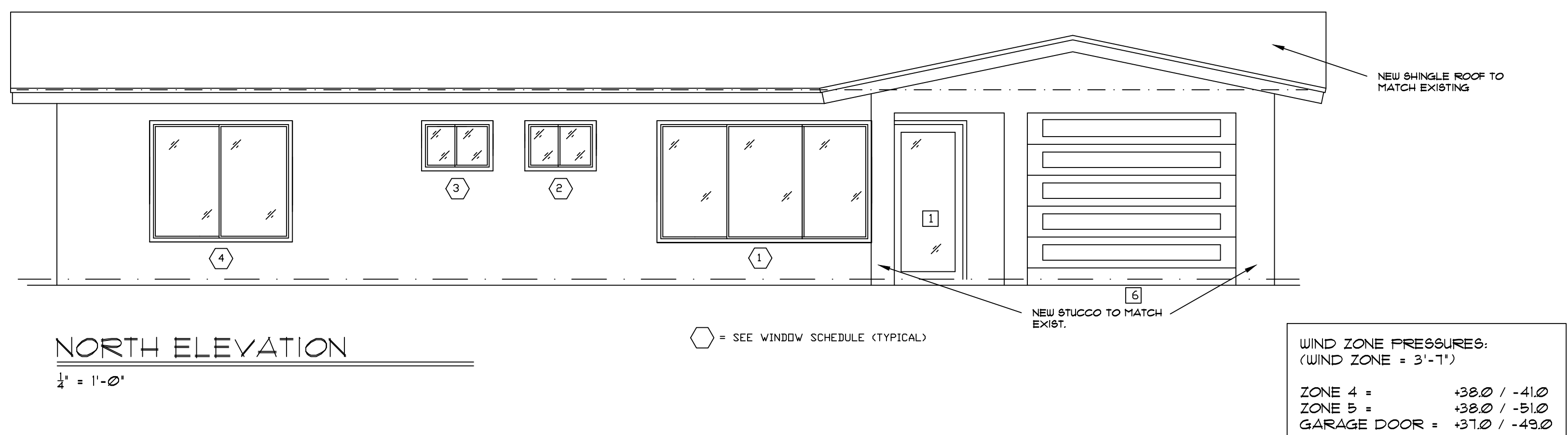
DOOR JAMB / HEAD DETAIL N.T.S.
NOTE: PROFILES AND TRIM MAY VARY DEPENDING ON MANUF. SELECTED. INSTALL IN ACCORDANCE WITH CURRENT APPROVED N.O.A. OR FL. PRODUCT APPROVAL



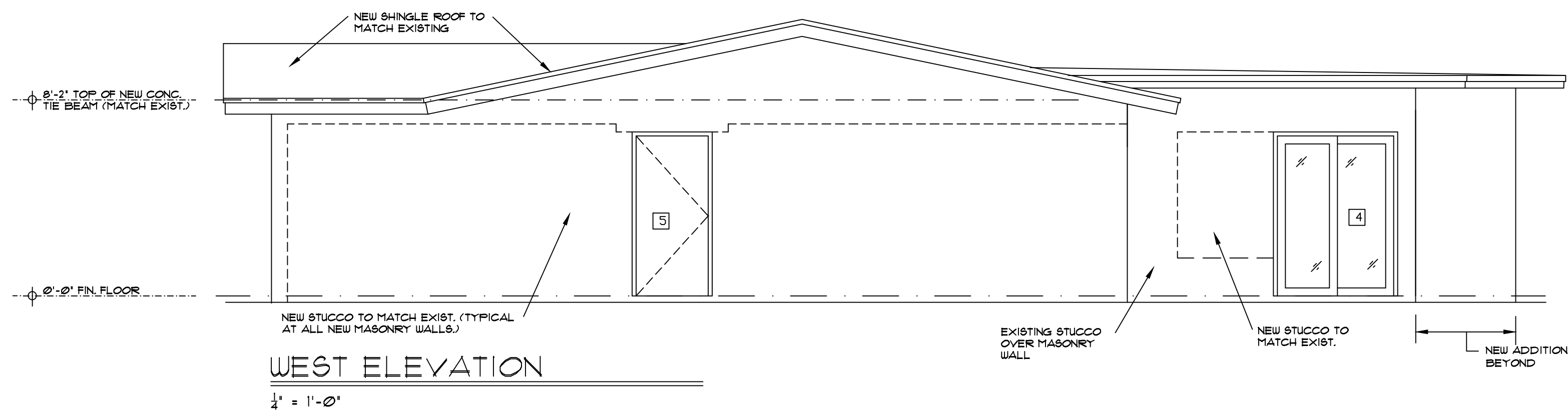
JAMB



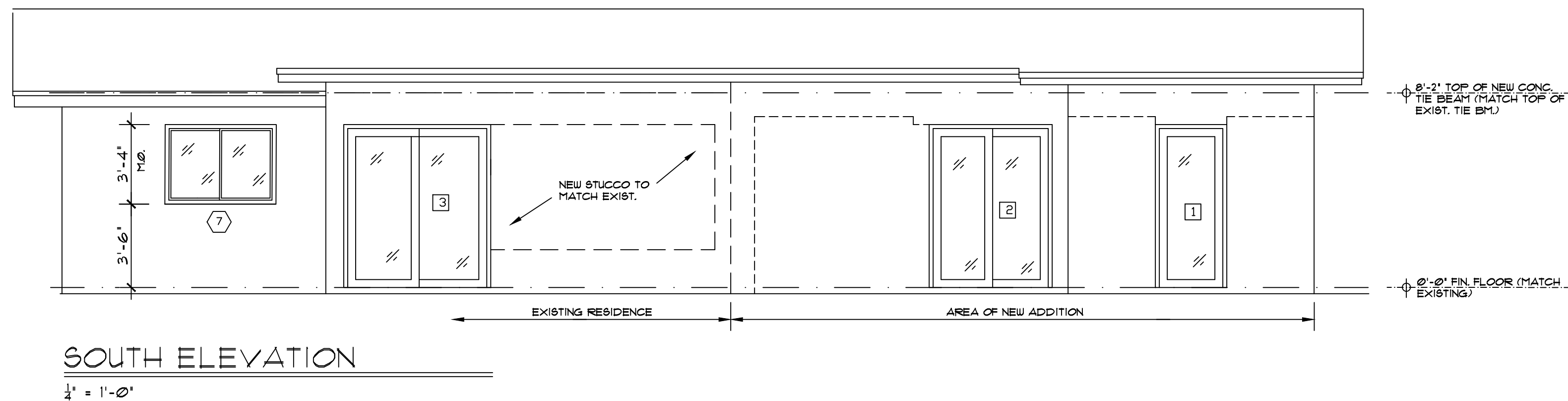
CBS WINDOW DETAILS N.T.S.
NOTE: PROFILES MAY VARY DEPENDING ON MANUF. SELECTED. INSTALL IN ACCORDANCE WITH CURRENT APPROVED N.O.A. OR FL. PRODUCT APPROVAL



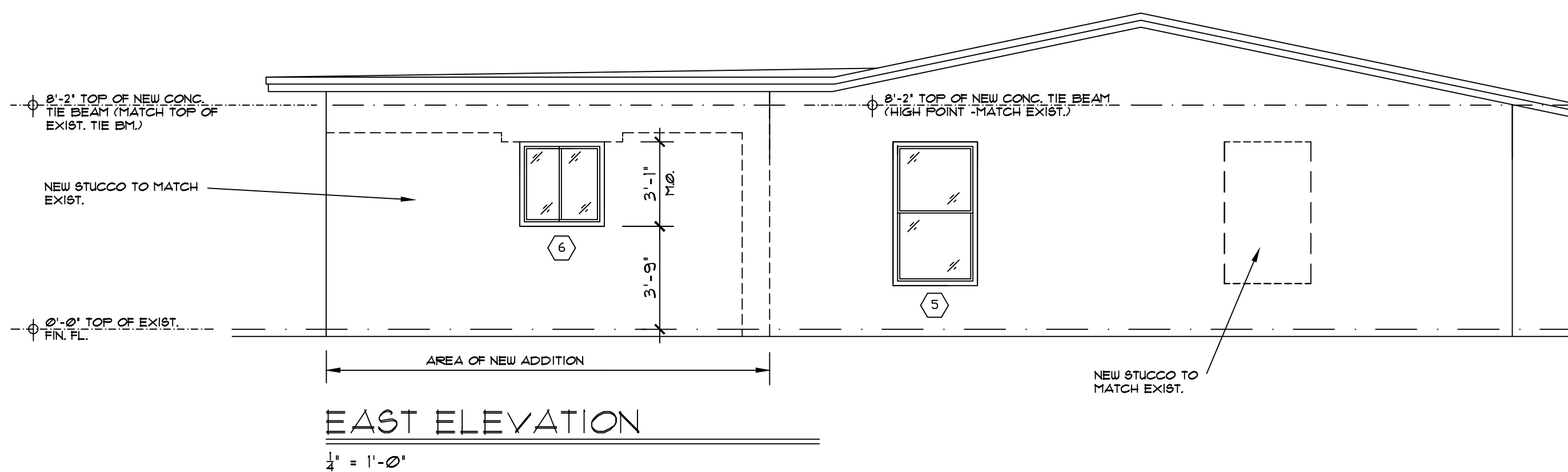
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

ADDITION & RENOVATION TO:

SAHASRABUDHE RESIDENCE

234 AVALON AVENUE

LAUDERDALE-BY-THE-SEA, FLORIDA

33308

LEWARS DESIGN I, LLC

Bertram C.A. Lewars, Architect

AR 0017820

18242 N.W. 20th Street

Pembroke Pines, Florida 33029

(954) 701-0228 fx(954) 443-1440

bcalewars@comcast.net

REVISIONS:

EXT. ELEVATIONS

Sheet Title:

FILE NAME: AVALON AVE.

PROJECT NO. 20220420

DATE: 06 JULY 2022

DRAWN BY: L.D.

CHECKED BY: B.L.

A.4

Lauderdale By The Sea

Administrative Adjustment Level 2 - Zoning

3/11/2023

234 Avalon Ave, LBTS 33318 Building Permit# LBS23-013716

Folio# 494318072120

SILVER SHORES SEC OF LAUDERDALE BY THE SEA UNIT B 31-3 B LOT 4 BLK 25

To Whom it Concerns,

Request for building adjustments to match existing structures side setbacks. Single family home built in 1954 existing side setback is 6'-1" on East side of property and 6'-4" on the west side of the property. We would like for the 2 additions proposed in the permit application LBS23-013716 to maintain that set back established with original home setbacks.

We are in compliance with Section 30-128 a) does not result in increased density. b) does not exceed building height zoning. c) does not encroach upon town easements or right of ways.

d) We do meet at least 2 of the conditions. Vii. Required to allow a setback which matches the existing buildings current side setback, overhangs, roof cornices, eaves and Viii. Required for an expansion, addition, or modification to an existing structure where that the expansion, addition, or modification will not increase the footprint of the existing structure.

e) Does not interfere with the convenient and enjoyable use of adjacent lands, no danger to public f) Is not incompatible with the character of the development in the surrounding area. g) No adverse impacts h) Administrative adjustment is consistent with the comprehensive plan i) Does not effect parking.

Addresses of example additions consistent with the proposed project at the subject property.

242 Avalon Ave, 250 Avalon Ave, 254 Avalon Ave, 266 Avalon Ave and to rear of subject property 237 Lombardy Ave as well as countless other examples in the Silver Shores area.

We greatly appreciate all the help and consideration. Thank you.

Warm regards,

Milos "Mike" Trifunovic, Qualifier

Blue Gate Construction LLC

1250 SW 70th Terrace

Plantation, Fl. 33317

954-552-0827 cell

trifke@bellsouth.net

Fl Lic #CBC1258130



Sec. 30-139. Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
- (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices, with the exception of public participation meetings which shall be the responsibility of the applicant as set forth in section 30-114 of this Code.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.

-
- b. "Standard ad" shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.
- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
- (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application Type	Florida Statute Reference	Public Participation Meeting	Board Notice Date (as applicable)	Commission Notice Date	Type of Notice			
					Website	Posted	Mailed 300'	Published (Ad Type)
Administrative adjustments, appeals from administrative decisions, plats, site plans, variances		n/a	10 days	10 days	X	X	X	n/a
Conditional uses for signs		10 days	n/a	10 days	X	X	X	n/a
A variance for a single-family home		n/a	10 days	10 days	X	X	X	n/a
Conditional uses, site plans, Level 2 site plan modifications, variances		10 days	10 days	10 days	X	X	X	n/a
Right-of-way vacations		10 days	10 days	10 days	X			X (Standard)
Architectural Review, Conditional Use Level 1 Modification, Site Plan Level 1 Modification		n/a			n/a	n/a	n/a	n/a
Comprehensive Plan - Text	163.3184	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Comprehensive Plan - Map	163.3184	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X	X	X	X (Display)
Land Development Code - Text Amendments changes to actual list of permitted, conditional, or	166.041(3)(c)2	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)

prohibited uses within a zoning category).								
Land Development Code - all other Text Amendments	166.041	n/a	10 days	10 days	X			X (Standard)
Zoning Map Change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c)1	10 days	10 days	30 days	X		X	X (Standard)
Zoning Map Change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	10 days	7 days - 1st public hrg 5 days - 2nd public hrg	X	X	X*	X* (Display, with map)
Zoning Map Change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	10 days	X	X	X	X (Standard)

(Ord. No. 2022-05, § 3, 8-24-2022)

Exhibit 3

Subdivision D. - RS-5 District Regulations

Sec. 30-212. - RS-5 district—South residential single-family dwellings.

- (a) *Permitted uses.* No building or premises shall be used, and no building with its usual accessories shall be erected or altered other than a building or premises used exclusively for a single-family dwelling.
 - a. Construction on lots of 80 feet or less in width shall be limited to one building to a lot.
 - b. Vacation rental is a permitted accessory use if a vacation rental certificate is first obtained pursuant to section 30-327.
- (b) *Height.* No building shall be erected or altered exceeding two stories, which shall not be higher than 33 feet above normal grade level. As provided in section 7.1(1) of the Charter, in accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height. All other roof structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.
- (c) *Residence setbacks.*
 - (1) *Front setback.* No residence shall have a front setback of less than 25 feet or more than 35 feet from the front lot line.
 - (2) *Side setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall be erected on any lot closer than seven and one-half feet to either side lot line.
 - (3) *Rear setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall have a rear setback of less than ten feet for a single story and less than 12 feet for two stories.
 - (4) *Waterfront setback.*
 - a. No residence or any part thereof shall have a rear or side setback, abutting the Intracoastal or an inland waterway, of less than 25 feet from the lot line.
 - b. Any structure legally constructed between September 26, 2007, and October 13, 2015, shall be allowed to continue as a legal nonconformity subject to the nonconforming provisions of this Code.
 - (5) *Roof overhangs.* Front and rear roof overhangs, cornices, or eaves, may project or extend no more than 36 inches into a required setback except side roof overhangs may only extend within five feet from the property line.
 - (6) *Corner lot side setbacks.* Corner lot side setbacks abutting a street shall be 15 feet excepting all that area on the east side of West Tradewinds Avenue between South Tradewinds and North Tradewinds where the west exposure setback shall be 20 feet.
 - (7) *Roof construction.* Gravel roof construction shall be prohibited.
- (d) *Density.* Dwelling units constructed shall not exceed a net density of five dwelling units per acre.
- (e) *Minimum building size.* No building shall be erected on any lot, not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and/or carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and/or carports.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 357, § 1, 11-8-94; Ord. No. 2004-05, § 2, 5-11-04; Ord. No. 2005-16, § 2, 1-10-06; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2009-10, § 4, 7-28-09; Ord. No. 2009-19, § 5, 5-26-09; Ord. No. 2009-30, § 4, 12-1-09; Ord. No. 2012-15, § 3, 10-9-2012; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-12, § 2, 10-13-2015; Ord. No. 2017-05, § 3, 4-25-2017; Ord. No. 2017-12, § 2(Exh. A), 11-14-2017; Ord. No. 2018-23, § 2, 6-12-2018.

Sec. 30-128. - Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-Century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment except that adjustments to the parking standards are not permitted in the B-1 or B-1-A zoning districts. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking standards (only permitted in residential zoning districts, see section 30-321 for relief in the B1/B1-A zoning districts)	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

- (d) *Level 2 Administrative Adjustments.*

- (1) *Review of adjustment of parking.* An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (e) *Criteria for Approval.*

- (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table,

and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
- d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
- h. The Administrative Adjustment is consistent with the comprehensive plan.

(2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-04, § 2, 4-25-2017)

NON APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
LIVE STREAMED FROM JARVIS HALL
Wednesday, June 7, 2023

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Piersante called the in-person Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:03PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL & WELCOME

Board Clerk Megan Small called the roll and present in-person were Chair Ron Piersante, Vice Chair Howard Goldberg, and Board Members Patricia Omana, Denise Lambert and Karen Sylvester. For the record, Wayne Dillistin was absent. Also present in person were Town Attorney James White, Development Services Director Jhanelle Campbell, Town Planner Susan Leven, and Board Clerk Megan Small.

3. APPROVAL OF MINUTES

a. Planning & Zoning (P&Z) Meeting Minutes – May 3, 2023

Vice Chair Goldberg made a motion to approve the minutes of the P&Z Meeting of May 3, 2023 as written. The motion was seconded by Board Member Omana. The motion to approve the May 3, 2023 minutes as written carried 5-0.

4. PUBLIC COMMENTS

Chair Piersante opened the meeting to the public for any comments on items not on the agenda. When an agenda item was presented, public comments regarding that item would be heard at that time. As there were no public comments for items not on the agenda, the Chair closed this portion of Public Comments.

5. TOWN PLANNER REPORT

There was no report for this evening.

6. NEW BUSINESS

6A Case Number 2023-L2-AA-01: Level 2 Administrative Adjustment Request to allow encroachments into the side setbacks for additions to an existing single-family dwelling.

Susan Leven, Town Planner, presented this item via a Slide Presentation for a Level 2 Administrative Adjustment Request for 234 Avalon Ave. This would allow for encroachment in the side setbacks for the two side additions to the existing single-family house in the rear by following the existing, legally non-conforming walls. A Level 2 Administrative Adjustment was permitted for setback encroachments of up to thirty percent (30%) or five (5) feet of the required setback, whichever was less. Town Code stated that an encroachment into the required setbacks shall be approved, if the requested relief was within the limits specified in the Administrative Adjustments Thresholds Table and required review by the Town Staff, the Planning & Zoning Board, and the Town Commission. She said that the applicant addressed

the findings and met the criteria. Town Staff recommended approval of the application. This agenda item would go before the Town Commission at their June 27, 2023 Meeting.

A representative of the applicant was in attendance tonight to answer any questions. The Chair called for board questions/comments. Vice Chair Goldberg commented that there was a similar house and situation in that area which was approved, so he would not have a problem with approving this one. Chair Piersante stated he heard the planner say that the additions would match the current building side setbacks even though it was non-conforming. The Chair invited the applicant to speak on this item. Mike Trifunovic, general contractor, said that the owners would live here after the remodel was finished. He thanked the board for their consideration. The Chair called for public comment but no one from the public wished to speak on this matter. A gentleman who lived next door spoke from the audience and said he just came tonight to see what this was all about. He did not wish to speak and was fine with what was being done. This portion of public comment was closed. As no one else requested to speak or comment, the Chair called for a motion and read into the record the conditions for approval.

Vice Chair Goldberg made a motion to approve with the conditions read into the record for Case Number 2023-L2-AA-01: Level 2 Administrative Adjustment. The motion was seconded by Board Member Sylvester. The motion to approve with conditions carried 5-0.

7. OLD BUSINESS

None.

8. UPDATES/BOARD MEMBER COMMENTS

Vice Chair Goldberg wished everyone a Healthy and Happy July 4th. He reminded about the parade and explained how to sign in, if you wanted to have an exhibit.

9. ADJOURNMENT

Vice Chair Goldberg made a motion to adjourn at approximately 6:14PM. The motion was seconded by Board Member Omana. The motion to adjourn at 6:14PM carried unanimously.

Chair Ron Piersante

ATTEST:

Date Accepted: _____



**ADMINISTRATIVE ADJUSTMENT DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2023-L2-AA-01**

PROJECT NAME: 234 Avalon Avenue

ADDRESS OF PROPERTY: 234 Avalon Avenue

FOLIO #: 4943 18 07 2120

PROPERTY OWNER: 234 Avalon Ave LLC

APPLICANT: 234 Avalon Ave LLC

APPLICANT ADDRESS: 12 Short Hills Lane, Scotch Plains, NJ 07076

REQUEST: Pursuant to Section 30-128, “Administrative Adjustments,” of the Town Code of Ordinances (the “Town Code”), the Applicant is requesting a Level 2 Administrative Adjustment to permit two (2) additions that will encroach, one foot one inch to the east and one foot four inches to the west, into the side setbacks for the property located at 234 Avalon Avenue (the “Property”).

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on June 27, 2023, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve an administrative adjustment is hereby approved as shown on the plans submitted by Lewars Design I LLC, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the Building Permit approved for the Property.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this 27th day of June, 2023

MAYOR CHRIS VINCENT

ATTEST:

Katrina Adler, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney