

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday December 13, 2022

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, December 13, 2022, 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 Rabbi Bentzion Singer

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Ericks Consultants, Lobbyist Presentation
[12-13-22 AM Ericks Consultants Presentation.pdf](#)
- 5.b. Christmas-By-The-Sea Recap
[12-13-22 AM CBTS Recap Presentation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. BSO November 2022 Report
[12-13-22 AM BSO Report.pdf](#)
[Ex. 1 BSO November 2022.pdf](#)
- 7.b. AMR November 2022 Report
[12-13-22 AM AMR Report.pdf](#)
[Ex. 1 AMR November Report.pdf](#)
- 7.c. VFD October & November 2022 Activity Report
[12-13-22 AM VFD Oct Nov Report.pdf](#)
[Ex. 1 Town Report Overview - Chief's comments 2022.pdf](#)
[Ex. 2 Monthly Activity Report-October 2022.pdf](#)
[Ex. 3 Active Member Roster with EMS.pdf](#)
[Ex. 4 Town Report Overview - November 2022.pdf](#)
[Ex. 5 Monthly Activity Report November 2022.pdf](#)
[Ex. 6 Active Roster with EMS.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for December 13, 2022
[12-13-22 AM Town Manager Report.pdf](#)
- 8.b. September 2022 Finance Report
[12-13-22 AM September 2022 Finance Report.pdf](#)
[Ex. 1 September 2022 Revenue Expenditure Report.pdf](#)
[Ex. 2 Cash-Investment Report September 2022.pdf](#)
- 8.c. Q3 2022 Visitor Center Report
[12-13-22 AM Visitor Center Q3 2022 Report.pdf](#)
[Ex. 1 Q3 2022 Visitor Talley.pdf](#)
[Ex. 2 Q3 How Did You Hear About Us .pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[12-13-22 AM Approval of Minutes.pdf](#)
[10-6-22 2nd Budget Hearing Minutes.pdf](#)
[10-25-22 Regular Town Commission Minutes.pdf](#)
[11-15-22 Regular Town Commission Minutes.pdf](#)

11. CONSENT AGENDA

- 11.a. Special Event Application for Feast of the Holy Epiphany and Blessing of the Waters
January 6, 2023
[12-13-22 AM Feast of Holy Epiphany Event .pdf](#)
[Ex.1 Application Feast of Holy Epiphany 1-6-23.pdf](#)
- 11.b. RESOLUTION 2022-54 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST RENEWAL OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF AND ACCESS TO TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE
[12-13-22 AM ILA TDMS Broward County.pdf](#)
[Ex. 1 Resolution 2022-54 ILA Debris Management.pdf](#)
[Ex. 2 ILA.pdf](#)
[Ex. 3 Renewal Authorization Letter.pdf](#)
- 11.c. Special Event Application for Lauderdale-By-The-Sea Health Fair on February 4, 2023 and Co-Sponsorship by the Town
[12-13-22 AM LBTS Health Fair Co-Sponsorship.pdf](#)
[Ex. 1 SEA LBTS Health Fair Co-Sponsorship 02.04.23.pdf](#)

12. OLD BUSINESS

- 12.a. Sidewalk Cafe and Outdoor Dining Fee Waivers related to COVID - 19
[12-13-22 AM Sidewalk Cafe Fee Clarification.pdf](#)
[Ex.1 Fee Waiver Resolution Timeline.pdf](#)

13. NEW BUSINESS

- 13.a. RESOLUTION 2022-55 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FULL MOON CREATIVE LLC. FOR A/V EQUIPMENT UPGRADES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE
[12-13-22 AM AV Upgrades.pdf](#)
[Ex. 1 Resolution Full Moon.pdf](#)
[Ex. 2 Vibe Design Group Quote.pdf](#)
[Ex. 3 Full Moon Agreement.pdf](#)
- 13.b. Free Holiday Parking
[12-13-22 AM Holiday Parking.pdf](#)
- 13.c. Town Manager Performance Evaluation
[12-13-22 AM TM Evaluation.pdf](#)
[Ex. 1 Overall Evaluation Score Sheet.pdf](#)

[Ex. 2 Mayor Vincent TM Evaluation.pdf](#)
[Ex. 3 Vice Mayor Malkoon TM Evaluation.pdf](#)
[Ex. 4 Commissioner Oldaker TM Evaluation.pdf](#)
[Ex. 5 Commissioner Pouloupoulos TM Evaluation.pdf](#)
[Ex. 6 Commioner Strauss TM Evaluation.pdf](#)
[Ex. 7 FY22 Town Accomplishments.pdf](#)
[Ex. 8 2022 Broward County Manager Salary Survey.pdf](#)

- 13.d. RESOLUTION 2022-51 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

[12-13-22 AM CEMP.pdf](#)
[Ex. 1 Resolution 2022-51 CEMP.pdf](#)
[Ex. 2 Comprehensive Emergency Management Plan.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a. Resolution 2022-57 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE

[12-13-22 AM Resolution 2022-57 Building Permit Fee Schedule.pdf](#)
[Ex. 1 Resolution 2022-57 Building Permit Fees.pdf](#)

- 17.b. Resolution 2022-56 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES; PROVIDING FOR WAIVER, AUTHORIZATION TO EXECUTE, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE

[12-13-22 AM CAP Contract.pdf](#)
[Ex. 1 Resolution Approving CAP Agreement.pdf](#)
[Ex. 2 Ex. A to Resolution CAP Agreement.pdf](#)
[Ex. 3 Ex. A to Contract \(RFP\).pdf](#)
[Ex. 4 Ex. B to Contract \(CAP Response\).pdf](#)
[Ex. 5 Ex. B-1 to Contract \(Addendum for EPR\).pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO 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: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Ericks Consultants, Lobbyist Presentation

Explanation: Lauren Jackson, from Ericks Consultants, will give a presentation on the Legislative Session Preview.

Recommendation: N/A



Agenda Item No: 5.b

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Debbie Hime, Special Events Manager

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Christmas-By-The-Sea Recap

Explanation: Update from Debbie Hime of our Christmas-By-The-Sea festivities.

Recommendation: N/A



Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO November 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO November 2022 Report



Date: December 7, 2022

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- November 2022

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Pedro Almodovar Fernandez, CCN 18848
Deputy Jorge Ogando, CCN 11988
Deputy Alin Pitulan, CCN 16365
Deputy Rene Suarez, CCN 17050

During the month of November 2022, the midnight shift (Alpha Green) squad made significant criminal apprehensions:

First, on November 8, 2022, BSO Communications received a notification from ADT Security Systems that the business alarm at Benihana's was activated. The shift immediately responded and was on scene within seconds. As deputies took tactical positions surrounding the business, ADT updated the deputies by communicating that they observed a subject currently within the business. As deputies approached to conduct entry into the business, the suspect attempted to exit and was apprehended immediately and without incident. Further investigation revealed that the suspect had a history of business burglaries and he had attempted to remove cash from the cash register; however, the register was left empty.

The second significant arrest the squad made was on Wednesday, November 23, 2022, at 5:36 a.m., BSO Communications received a 911 call from a homeowner advising that an unknown person was standing on their second-floor balcony. This unknown person was banging on the victim's balcony window with an unknown object in an apparent attempt to smash the window. Again, Alpha Green members quickly arrived on scene. Arriving Deputies were allowed inside the home and immediately took the subject into custody while the suspect was still on the balcony. It was learned that this subject was armed with a knife, had removed a window screen and was attempting to gain entry into the residence by attempting to smash the balcony window. Due to the quick response by Alpha Green Team members, the victims of this crime were kept safe, the subject was arrested, charged accordingly, and transported to the Broward Sheriff Office Main Jail.

The quick response, teamwork, tactics and unwavering dedication to the safety of the residents and visitors was on full display by the Alpha Green midnight shift. As a result of their actions two felons were taken off of the street. For their exceptional service the Alpha Green members are awarded Deputies of the Month for November 2022.

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. **The Broward Sheriff Office is hosting a Shred-A-Thon on Saturday, January 14, 2023, at Assumption Catholic Church.**
- **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 15.5 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 272.7 miles and 42.75 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. Five (5) individuals required and were provided mental health services. Twelve (12) individuals experiencing homelessness were contacted during the month. Six (6) of the individuals were trespass warned from commercial properties and refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ 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.

Veterans Day: On Friday, November 11, the Town of Lauderdale by the Sea hosted the annual "Veterans Day Event" in Jarvis Hall. An estimated 150+ people attended the event throughout the morning. Captain Palmer and Lieutenant Wesolowski attended the event. The Broward Sheriff's Office Honor Guard performed a rifle volley during the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2211-000003
DATE/TIME: 11/01/2022 @ 0027 hrs
LOCATION: 4100 Block of N Ocean Drive
ARRESTEE: Lennon Williams BM 12/13/58
INCIDENT: Traffic Stop/Warrant Arrest
SUMMARY: Deputy Almodovar conducted a traffic stop and a records check revealed the listed arrested defendant had an active warrant for trespassing. Subject issued citations and arrested for warrant and transported to jail.

CASE: 13-2211-000025
DATE/TIME: 11/01/2022 @ @ 0103 hrs
LOCATION: 1441 S Ocean Blvd
SUSPECT(s): Unknown adult male and female
INCIDENT: Theft of Catalytic Converter from Vehicle
SUMMARY: Deputy Pitulan was dispatched to the above location ref a delayed theft of a catalytic converter from the victim's Mitsubishi Outlander. CCTV of the incident was viewed and the suspect's vehicle, a Grey Nissan with Florida Miami Heat Tag, was positively identified. An unknown adult male and female were also observed on CCTV as the suspects responsible for the crime. The suspect vehicle was involved in similar thefts throughout Broward County. Investigation is ongoing.

CASE: 13-2210-000799
DATE/TIME: 11/01/22 @ 0047 hours
LOCATION: 4616 El Mar Dr
SUSPECT: B/M and W/F
INCIDENT: Theft (Petit)
SUMMARY: The suspects arrived in a vehicle, walked to the second floor of the hotel, removed their clothing and did a load of laundry by way of placing three dollars worth of quarters in the hotel's washing machine for 25 minutes. During that time the suspects unlawfully stole the hotel's towels from a cleaning cart and remained on the balcony until their clothes were clean. Once the suspects finished their laundry they loaded their clothes and stolen towels in their vehicle. They then returned to the hotel and stole and uploaded K-Cups and a Keurig machine into their vehicle then drove away. Detectives are working active investigative leads, investigation in ongoing.

CASE: 13-2211-000021
DATE/TIME: 11/01/22 @ 1700 Hours
LOCATION: 4319 N Ocean Dr
ARRESTEE: Maximillian M Gerberding WM 06/21/91
INCIDENT: Felony Warrant-Grand Theft
SUMMARY: The suspect was caught shoplifting in CVS in Sea Ranch Lakes. As CVS did not want to prosecute Sea Ranch Lakes PD released him. Det. Koos followed Gerberding until he

went into our Walgreens. We made contact with him there at which time a routine records check revealed an active VOP Warrant for Grand Theft. The suspect was transported to the main jail.

CASE: 13-2211-00050
DATE/TIME: 11/02/22 @ 1000 hrs
LOCATION: 4307 Seagrape Dr
ARRESTEE: Luis Hernandez-Leyva H/M 11/15/69
INCIDENT: Warrant Arrest
SUMMARY: While investigating a domestic dispute, a routine records check revealed an active BSO arrest warrant for Failure to Pay Child Support. Suspect was transported to the main jail.

CASE: 13-2211-000063
DATE/TIME: 11/03/22 @ 0620 hrs.
LOCATION: 4117 N Ocean Blvd
ARRESTEE: Sanoh Arostegui 3/5/91 B/F
INCIDENT: Warrant Arrest (Strong Armed Robbery)
SUMMARY: After receiving information from BSO Robbery Detective Copley that the above B/F had a capias for Strong Armed Robbery, Sgt. Bachan, Dep. Kratz & Dep Garner made contact with her at 4117 N Ocean Blvd Rm 127 Ft. Lauderdale. The capias was confirmed. She was transported to the D-13 District Office to be interviewed by Det. Copley. Upon completion, she was transported to the Main Jail without incident.

CASE: 13-2211-000143
DATE/TIME: 11/06/2022 @ 1950 hrs.
LOCATION: 257-B Commercial Blvd (Ciao Amore Restaurant)
ARRESTEE: Marianela Moreno W/F 11/11/1968
INCIDENT: DUI arrest /Traffic crash with parked vehicle
SUMMARY: The suspect drove her vehicle through the parking lot 257 Commercial Blvd. She parked very close to vehicle #2 and while attempting to backout from her parking space she collided with vehicle #2. During the investigation Moreno displayed signs of impairment. The BSO DUI Task Force responded to the scene and Moreno had a blood alcohol level of .087 and .088. Moreno was arrested and transported to the BSO Main Jail.

CASE: 13-2211-000211
DATE/TIME: 11/08/2022 @ 0127 hrs
LOCATION: 276 Commercial Blvd (Benihana)
ARRESTEE: Keo Crockett, BM DOB: 10/14/1991
INCIDENT: Burglary Business-Arrest
SUMMARY: Alpha Green Deputies received a call from BSO Communications reporting that ADT had an active alarm at Benihana with a South Exit door and Bar motion activation. ADT also updated advising a live feed showed a male walking in the bar area. Alpha Green Deputies wasted no time and responded within seconds. The building was surrounded and Dep Almodovar immediately took the suspect into custody as he exited via the point of entry. ADT provided CCT images showing the suspect in the bar area and checking the cash register. Detectives responded and interviewed the suspect who has a prior burglary history, and admitted he would have taken cash from the register if money was present. The suspect was transported to the main jail.

CASE: 13-2211-000277
DATE/TIME: 11/10/22 @ 0740 hrs
LOCATION: 230 Commercial Blvd
ARRESTEE: Fred Frank Dural W/M 12/27/60
INCIDENT: Warrant Arrest / Traffic
SUMMARY: While conducting traffic enforcement on Commercial Blvd, Deputy Kratz stopped Fred Duras for travelling 63 mph in a 30 mph zone. A teletype check revealed an active arrest warrant for Grand Theft. Duras was arrested and TOT main jail.

CASE: 13-2211-000291
DATE/TIME: 11/10/22 @1335 hrs
LOCATION: 4319 N. Ocean Dr (Walgreens)
ARRESTEE: Carl Anthony Gannon, W/M, 09/18/65
INCIDENT: Warrant Arrest
SUMMARY: Dep Goodwin responded to a dispute at Walgreens and met with Carl Anthony Gannon, who stated he had a dispute with Walgreens and stated that he did not receive a \$9.98 refund applied to his food stamp card. Walgreens provided Gannon with a receipt; however, he became angry when informed the refund would not immediately credit to his card. Management requested Gannon be issued a trespass warning. Records check later revealed an active arrest warrant for trespassing. Gannon was transported to the BSO main jail without incident.

CASE: 13-2211-000357
DATE/TIME: 11/12/22 @ 1824 hrs
LOCATION: N. Ocean Dr south & Commercial Blvd
VICTIM: 83 YOA driver (deceased)
VEHICLE: 6 total involved in the traffic crash
INCIDENT: Traffic Crash-Fatality
SUMMARY: The victim above was travelling south bound on N. Ocean Dr approaching the intersection of Commercial Blvd driving a 2021 GMC P-Up truck. Driver appears to have suffered an undetermined medical episode while driving causing the driver to accelerate, crashing into numerous other vehicles stopped at the red light signal at N. Ocean & Commercial Blvd. AMR & Sgt. Nicoletti attempted to render aid to the victim with negative results. Driver was pronounced deceased on scene. Two other persons were transported to Holy Cross with minor injuries, eventually released and they returned to the scene. BSO Traffic Homicide responded to investigate the crash. Investigation is ongoing.

CASE: 13-2211-000483
DATE/TIME: 11/16/22 @ 2230 hrs
LOCATION: 228 Commercial Blvd
VEHICLE: 2021 Chrysler Pacifica Van, Blue FL tag: GLWV26
INCIDENT: Auto Theft-KEY FOB LEFT IN VEHICLE
SUMMARY: The victim left the key fob inside of the listed vehicle. Unknown suspects stole the vehicle and it was later recovered in the City of Deerfield Beach. Investigation is ongoing.

CASE: 13-2211-000654
DATE/TIME: 11/23/2022 @ 0529 hrs
LOCATION: 4332 Seagrape Drive
ARRESTEE: Alexia Madrigal wf 09/17/90
INCIDENT: Occupied Residential Burglary Attempt- **Arrest**

SUMMARY: Alpha Green Deputies responded to above location in reference to an unknown suspect standing outside the second-floor balcony while homeowners were inside. Deputies arrived and took the defendant into custody. It was later determined that the defendant was armed with a knife and was attempting to gain entry into occupied residence. The suspect was experiencing a mental health episode and was transported to jail.

CASE: 13-2211-000739
DATE/TIME: 11/25/2022 @ 0321 hrs
LOCATION: 1920 Coral Reef Dr.
VEHICLE: Gray 2022 Volkswagen Taos, SUV, FL (JF92V)
INCIDENT: Auto Theft

SUMMARY: Deputies responded to the victim's residence and learned that the 81yoa victim left the keys inside of her vehicle. The town's camera's system captured two black male suspects enter the Bel Air development on foot and leaving with the victim's vehicle moments later. Investigation is ongoing.

CASE: 13-2211-000806
DATE/TIME: 11/28/2022 @ 1500-1800hrs
LOCATION: 4109 N Ocean Drive
SUSPECT: N/A
VEHICLE: 2022 Taoi, Blue Motor Scooter, FL MUJQ51
INCIDENT: Stolen Motor Scooter

SUMMARY: Victim resident called to report her motor scooter stolen. She advised she left the scooter parked outside between 1500-1800hrs and noticed it missing/stolen. During investigation detectives utilized the town's camera system which captured an unknown black male operating the victim's scooter during the time that the victim claims the vehicle was stolen. Investigation is ongoing.

MONTHLY ARREST LOGS:

F	Battery-Domestic Violence	4307	Seagrape Dr
M	Battery-Touch/Strike	100	Commercial Blvd
F	Burglary-Dwelling or Structure-Armed	4332	Seagrape Dr
M	Burglary-Structure-Unarmed/Unoccupied	276	Commercial Blvd
M	Capia-Grand Theft	200	Commercial Blvd
F	Drive While license Suspended-3rd or subsequent offense	199	Commercial Blvd/N Ocean Dr
F	DUI-Alcohol or Drugs -1st Offense	257	Commercial Blvd
F	Fraud-Impersonate-False Information to LEO	1	Commercial Blvd
F	Grand Theft \$750 < \$5k	4220	El Mar Dr
M	Petit Theft Second Degree -1st Offense	14	Commercial Blvd
M	Petit Theft Second Degree -2nd Offense	4319	N Ocean Dr

M	Warrant Arrest - Trespassing	175	Hibiscus Av/N Ocean Dr
M	Warrant Arrest - Writ of Bodily Attachment Child Support	4307	Seagrape Dr
M	Warrant Arrest- Trespassing	4319	N Ocean Dr
F	Warrant -Strong Arm Robbery	4117	N Ocean Dr
M	Warrant-Violation Pre-Trial Release- Grand Theft	4319	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2021 YTD	2022 YTD
AUTO THEFT	4	0	9	10
BURGLARY-BUSINESS	1	0	4	1
BURGLARY-CONVEYANCE	0	0	18	9
BURGLARY-RESIDENCE	1	1	8	7
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	2
HOMICIDE	0	0	0	0
ROBBERY	0	1	2	2
THEFT-GRAND	2	2	8	21
THEFT-PETIT	4	6	40	47
TOTALS	13	10	91	100

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	56
COP Patrol Miles - Month	102
COP Hours Worked - YTD	1330
COP Patrol Miles - YTD	2398

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	31

COP Beach Patrol Hours – Month	15.5
COP Beach Patrol Hours - YTD	264.5

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

	Month	2022 YTD
Reserve Deputy - Days Worked	1	53
Reserve Deputy - Hours Worked	8	446.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2022 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity NOVEMBER 2022

Reports/Calls	
Miscellaneous Service	
Event Reports	45
Accidents	14
Calls for Service	882

Arrests	
Type of Arrest	
Felony	3
Misdemeanor	6
NTA	0
Warrant	4
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Felony Warrant	2
Total Arrests	16

General	
FI	35
Truant	0
Truant Debriefed	0
Elder Link	0

Traffic	
Types of Citation	
Non-Moving / Moving Citation	156
Parking	0
Warnings	150
Total Citations	306

Time Worked	
Hours Worked	
Bike Patrol	15.5
Court Overtime	12
Training	112
Detached	22
Other Overtime	79
Days Worked	30

Narrative	
ATV/UTV: 272.7 Miles / 42.75 Hours Reserve Deputies worked 1 Shift (8 hrs)	



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

November 30, 2022

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 Brann Redl	10365	Workers Comp.	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Benya Koos	9522	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Michael Kratz	11289	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Scott Klier	14806	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Pedro Almodovar	18848	Weston	OPS	7
			TOTAL	22



LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022



**ANTHONY MANGANARO
JR.**

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

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

(GUILTY/CONVICTED –
11/20/2003)

New York, NY



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)

(GUILTY/CONVICTED
– 08/26/1998)

Bucks, PA



ANGEL MAURY

01/22/1966

4011 N Ocean Blvd. #314
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT;
F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation
victim under 12 years offender 18
or older; F.S. 800.04(5)(b) ((2
COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex
w/victim 12-15 years old; F.S.
800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with
Certain Minors 16/17 yr old; F.S.
794.05(1)

(GUILTY/CONVICTED –
10/28/2013)

Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971
3100 NE 46th ST.
Fort Lauderdale, FL 33308

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

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

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

ADJUDICATION WITHHELD
11/12/1996
Lake, FL



JAMES ORLIN CLARKE

05/14/1980
4011 N Ocean Blvd. #105
Fort Lauderdale, FL 33308

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

(GUILTY/CONVICTED -
11/09/1999)
Macomb, MI



ANDREW WALKER HARRIS

08/07/1964
4221 N Ocean Blvd. #313 Fort
Lauderdale, FL 33308

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)

LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)

Guilty/Convicted - 10/04/1990
Broward, FL



LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022

MURPHY HANDY

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

LEWD, LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

Advised by the property
manager that Handy
does not reside here.



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR November 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR November 2022 Report

Response Date	Address	Dispatched	Enroute	On Scene
11/2/2022	4600 BLK Bougainvillea Dr	20:53:36	20:53:39	20:56:01
11/3/2022	1400 BLK S Ocean Blvd	08:05:13	08:07:26	08:09:08
11/3/2022	3900 BLK N Ocean Dr	09:59:22	09:59:24	10:02:56
11/3/2022	El Mar Dr / Datura Ave	16:16:16	16:16:35	16:18:35
11/3/2022	4300 BLK N Ocean Dr	19:47:22	19:47:31	19:50:58
11/3/2022	100 BLK Commercial Blvd	23:41:32	23:42:29	23:45:12
11/4/2022	4600 BLK El Mar Dr	10:13:37	10:16:39	10:16:41
11/4/2022	5200 BLK N Ocean Blvd	13:55:10	13:56:07	13:58:48
11/4/2022	4600 BLK N Ocean Dr	15:23:09	15:23:34	15:26:07
11/4/2022	1600 BLK S Ocean Blvd	15:43:15	15:44:01	15:48:01
11/4/2022	1300 BLK S Ocean Blvd	18:25:43	18:25:46	18:29:28
11/4/2022	Commercial Blvd / Sea Grape Dr	20:21:58	20:22:01	20:24:19
11/6/2022	1400 BLK S Ocean Blvd	10:22:08	10:22:22	10:26:44
11/6/2022	4400 BLK W Trade Winds Ave	13:48:44	13:48:58	13:51:04
11/6/2022	4300 BLK El Mar Dr	16:33:17	16:33:56	16:35:40
11/6/2022	1500 BLK W Terra Mar Dr	18:24:20	18:24:36	18:29:33
11/7/2022	400 BLK Lombardy Ave	09:01:14	09:01:21	09:03:35
11/7/2022	4500 BLK Poinciana St	14:21:57	14:22:34	14:24:32
11/7/2022	100 BLK Commercial Blvd	00:00:04	00:00:51	00:03:02
11/8/2022	4300 BLK El Mar Dr	11:14:41	11:16:17	11:17:35
11/8/2022	4500 BLK N Ocean Dr	22:42:06	22:43:57	22:46:42
11/9/2022	1900 BLK Sailfish Pl	13:19:53	13:20:10	13:23:50
11/9/2022	Flamingo Ave / N Ocean Blvd	20:38:38	20:38:55	20:43:28
11/10/2022	5200 BLK N Ocean Blvd	06:11:15	06:11:22	06:14:28
11/10/2022	5100 BLK N Ocean Blvd	08:15:51	08:18:32	08:18:34
11/10/2022	4600 BLK N Ocean Dr	17:46:31	17:48:45	17:49:42
11/10/2022	N Ocean Dr / Commercial Blvd	21:41:45	21:43:12	21:45:55
11/11/2022	200 BLK Corsair Ave	07:47:51	07:48:12	07:50:05
11/11/2022	1700 BLK S Ocean Blvd	10:50:32	10:52:03	10:54:34
11/12/2022	5000 BLK N Ocean Blvd	06:42:29	06:42:29	06:46:40
11/12/2022	4400 BLK N Ocean Dr	18:23:38	18:24:51	18:28:25
11/12/2022	200 BLK Commercial Blvd	21:37:17	21:38:34	21:40:31
11/14/2022	4200 BLK N Ocean Dr	03:00:08	03:01:51	03:03:51
11/14/2022	4500 BLK N Ocean Dr	08:46:15	08:48:11	08:49:05
11/14/2022	200 BLK Commercial Blvd	15:43:28	15:45:07	15:45:41
11/14/2022	100 BLK Commercial Blvd	17:41:29	17:42:03	17:44:44
11/14/2022	200 BLK Neptune Ave	18:52:02	18:52:28	18:55:28
11/16/2022	1500 BLK S Ocean Blvd	10:02:11	10:02:15	10:05:32
11/17/2022	1900 BLK S Ocean Blvd	07:50:02	07:50:14	07:52:36
11/17/2022	6000 BLK N Ocean Blvd	09:54:27	09:54:42	09:57:02
11/17/2022	4600 BLK N Ocean Dr	15:06:59	15:07:57	15:10:05
11/17/2022	4400 BLK Poinciana St	19:15:29	19:17:35	19:18:54
11/18/2022	1400 BLK S Ocean Blvd	11:23:49	11:23:56	11:27:50
11/19/2022	4200 BLK El Mar Dr	14:27:29	14:28:58	14:30:48
11/19/2022	1900 BLK E Terra Mar Dr	20:01:37	20:03:58	20:06:46
11/20/2022	4200 BLK Seagrape Dr	12:31:50	12:33:42	12:36:17

11/21/2022	4600 BLK N Ocean Dr	06:16:28	06:17:03	06:20:09
11/21/2022	4660 BLK N Ocean Dr	16:55:39	16:57:58	16:59:35
11/22/2022	1800 BLK S Ocean Blvd	17:10:13	17:10:25	17:12:56
11/22/2022	1400 BLK S Ocean Blvd	19:58:06	19:58:11	20:01:31
11/23/2022	4500 BLK N Ocean Dr	02:04:15	02:04:23	02:07:30
11/23/2022	5100 BLK N Ocean Blvd	13:41:26	13:41:56	13:43:50
11/24/2022	100 BLK Commercial Blvd	12:26:19	12:26:24	12:28:39
11/24/2022	4600 BLK N Ocean Blvd	23:23:10	23:23:29	23:26:21
11/24/2022	4000 BLK N Ocean Blvd	23:57:37	23:57:58	00:01:27
11/25/2022	4400 BLK El Mar Dr	00:25:27	00:26:16	00:28:01
11/25/2022	4500 BLK El Mar Dr	01:30:14	01:30:20	01:32:34
11/25/2022	200 BLK N Tradewinds Ave	13:58:24	13:59:28	14:00:51
11/25/2022	5100 BLK N Ocean Blvd	20:45:38	20:47:47	20:49:10
11/26/2022	200 BLK Oceanic Ave	00:19:24	00:19:46	00:22:39
11/26/2022	1900 BLK Coral Reef Dr	08:00:35	08:00:51	08:05:41
11/26/2022	4200 BLK N Ocean Dr	10:18:38	10:19:20	10:21:36
11/26/2022	100 BLK Commercial Blvd	15:21:53	15:22:39	15:26:03
11/26/2022	4100 BLK Bougainvillea Dr	22:34:51	22:35:16	22:39:19
11/27/2022	N Ocean Dr / Datura Ave	06:45:03	06:46:23	06:49:03
11/27/2022	6000 BLK N Ocean Blvd	10:51:29	10:51:49	10:54:16
11/27/2022	4600 BLK N Ocean Dr	19:13:15	19:13:27	19:17:29
11/28/2022	4400 BLK El Mar Dr	07:41:20	07:43:28	07:43:52
11/28/2022	200 BLK Codrington Dr	09:11:31	09:11:39	09:14:37
11/28/2022	4100 BLK Bougainvillea Dr	14:34:36	14:34:45	14:36:56
11/28/2022	200 BLK S Tradewinds Ave	15:52:07	15:55:54	15:55:57
11/28/2022	100 BLK Commercial Blvd	19:31:51	19:31:55	19:34:29
11/29/2022	6000 BLK N Ocean Blvd	14:38:23	14:38:11	14:42:24
11/29/2022	200 BLK Commercial Blvd	18:50:11	18:50:45	18:54:37
11/29/2022	2000 BLK Washingtonia Ave	20:01:36	20:02:22	20:05:48
11/30/2022	1700 BLK S Ocean Blvd	06:24:26	06:24:41	06:28:26
11/30/2022	1500 BLK W Terra Mar Dr	12:55:11	12:55:21	13:00:24
11/30/2022	4400 BLK El Mar Dr	15:00:39	15:01:23	15:03:44
11/30/2022	4300 BLK N Ocean Dr	17:25:56	17:28:08	17:28:11
11/30/2022	Commercial Blvd / N Ocean Dr	21:36:59	21:37:04	21:40:11
	6 Min or less = 100%	Average =		

Response Time

00:02:25
00:03:55
00:03:34
00:02:19
00:03:36
00:03:40
00:03:04
00:03:38
00:02:58
00:04:46
00:03:45
00:02:21
00:04:36
00:02:20
00:02:23
00:05:13
00:02:21
00:02:35
00:02:58
00:02:54
00:04:36
00:03:57
00:04:50
00:03:13
00:02:43
00:03:11
00:04:10
00:02:14
00:04:02
00:04:11
00:04:47
00:03:14
00:03:43
00:02:50
00:02:13
00:03:15
00:03:26
00:03:21
00:02:34
00:02:35
00:03:06
00:03:25
00:04:01
00:03:19
00:05:09
00:04:27

00:03:41
00:03:56
00:02:43
00:03:25
00:03:15
00:02:24
00:02:20
00:03:11
00:03:50
00:02:34
00:02:20
00:02:27
00:03:32
00:03:15
00:05:06
00:02:58
00:04:10
00:04:28
00:04:00
00:02:47
00:04:14
00:02:32
00:03:06
00:02:20
00:03:50
00:02:38
00:04:01
00:04:26
00:04:12
00:04:00
00:05:13
00:03:05
00:02:15
00:03:12
0:03:23



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: Public Safety Discussion

Subject Title: VFD October & November 2022 Activity Report

Recommendation: Accept/Approve

Attachments: Ex.1- Town Report Overview October 2022
Ex. 2- Monthly Activity Report-October 2022
Ex. 3- LBTS Volunteer Fire Department Active Roster
Ex.4- Town Report Overview November 2022
Ex. 5- Monthly Activity Report-November 2022
Ex. 6- LBTS Volunteer Fire Department Active Roster



Town of Lauderdale-By-The-Sea Fire Department Monthly Report October 2022

Overview

During the month of October 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There was one annual fire inspection, 1 re-inspection, and no violations.

Responses:

The Volunteer Fire Department responded to 39 fire rescue calls within the limits of our contract.

Emergency 911 Calls

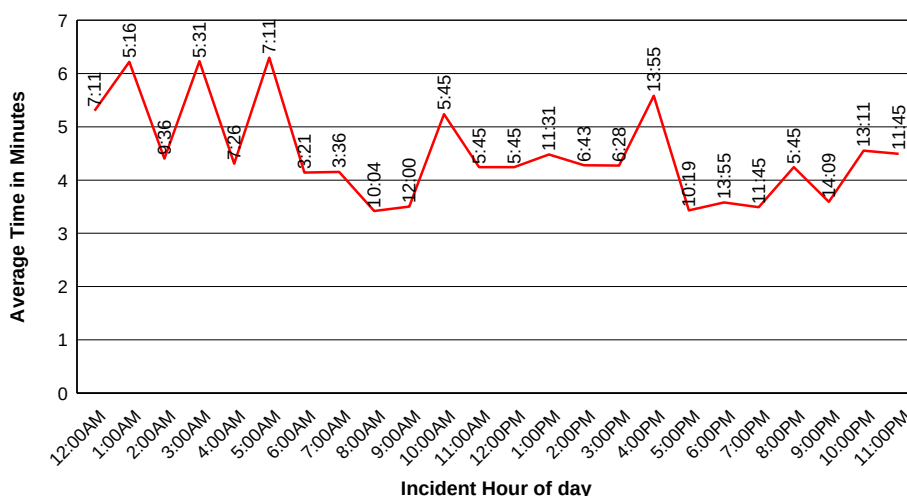
Fire/Rescue	39
EMS	89

- Of the 39 emergency fire calls dispatched, there were 17 fire alarms, 1 vehicle fire, 3 electrical/utility, 2 vehicle accidents, 9 elevator rescues, and 7 “other” fires.
- There were 89 medical 911 calls for October 2022. The department was dispatched to 11 of those calls, of which, 1 was cleared by M12 or the chief on duty. E12/OR212 assisted M12/212 on 6 of those calls and provided 1st responder care until M12’s arrival on 4 of those calls.

Total Number of Incidents - 128

Total Average Response Time - 4:34

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea

Fire Department Monthly Report

October 2022

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 30 Associate out-of-town members for a total of 41 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	30
Fire 1 non-certified	1	0
Fire 1 Certified	2	0
Fire II Certified	8	30

There were 4 fire drills, 8 in-house training sessions, and 3 inspections for a total of 283+hours spent on training in October.

Training

Firefighter drills & In-Service training	160+ Hours
Target Solution Training	105 Hours
BTA/Fire Inspections	18 Hours
Total Hours	283 Hours

A total of 2,855.5+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,928.75+ Hours
Ocean Rescue patrol	182.75+ Hours
Chief on Duty/Command	744 Hours
Total Hours	2,855.5+ Hours

In closing, the Volunteer Fire Department will continue to improve and increase its members' training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson S. Hopping

Judson Hopping,
Fire Chief

Monthly Activity Report - October 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Oct-22	4225 El Mar Drive	Fire alarm	9:18:00 AM	9:35:00 AM	5
02-Oct-22	4900 N. Ocean Blvd.	Other fire - dog rescue	4:58:00 PM	5:31:00 PM	7
03-Oct-22	4013 North Ocean Drive	Elevator rescue	7:17:00 AM	7:38:00 AM	7
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	3:50:00 PM	4:07:00 PM	7
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	5:17:00 PM	5:35:00 PM	6
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	5:36:00 PM	5:45:00 PM	6
04-Oct-22	4658 Bougainvillea Drive	Fire alarm	6:51:00 PM	7:41:00 PM	6
06-Oct-22	1700 South Ocean Blvd.	Elevator rescue	9:49:00 PM	10:08:00 PM	8
07-Oct-22	4200 El Mar Drive	Accident w/Injuries	9:57:00 PM	10:41:00 PM	6
08-Oct-22	4900 N. Ocean Blvd.	Elevator rescue	1:57:00 PM	2:11:00 PM	7
08-Oct-22	1893 South Ocean Blvd.	Electrical utility - not in zone	4:40:00 PM		7
09-Oct-22	238 Hibiscus Avenue	Elevator rescue	5:05:00 PM	5:33:00 PM	6
10-Oct-22	4344 El Mar Drive	Fire alarm	9:00:00 AM	9:13:00 AM	6
10-Oct-22	4403 W. Tradewinds Ave	Electrical utility fire	10:58:00 AM	11:06:00 AM	5
11-Oct-22	4245 N. Ocean Blvd.	Fire alarm	8:00:00 AM	8:49:00 AM	6
11-Oct-22	5200 North Ocean Blvd.	Fire alarm	6:09:00 PM	6:19:00 PM	9
11-Oct-22	4900 North Ocean Blvd.	Elevator rescue	8:03:00 PM	8:12:00 PM	9
11-Oct-22	248 Garden Court	Fire alarm	9:09:00 PM	9:36:00 PM	8
13-Oct-22	4900 N. Ocean Drive	Elevator rescue	1:11:00 PM	1:28:00 PM	9
13-Oct-22	4430 W. Tradewinds Ave	Other fire - water problem	1:14:00 PM	1:29:00 PM	9
14-Oct-22	1900 South Ocean Blvd.	Fire alarm	8:45:00 AM	9:06:00 AM	6
14-Oct-22	101 Commercial Blvd.	Other fire - strange odor	5:11:00 PM	5:23:00 PM	7
15-Oct-22	1900 South Ocean Blvd.	Other fire - unsafe structure	10:53:00 PM	11:16:00 PM	5
17-Oct-22	4900 North Ocean Blvd.	Elevator rescue	5:14:00 PM	5:42:00 PM	7
17-Oct-22	1900 South Ocean Blvd.	Fire alarm	8:15:00 PM	8:43:00 PM	9
19-Oct-22	4660 El Mar Drive	Fire alarm	8:36:00 AM	8:45:00 AM	7
19-Oct-22	4660 El Mar Drive	Fire alarm	10:38:00 AM	10:47:00 AM	7
20-Oct-22	4220 North Ocean Drive	Vehicle fire	6:38:00 AM	7:04:00 AM	7
22-Oct-22	1800 South Ocean Blvd.	Fire alarm	1:54:00 PM	2:18:00 PM	6
23-Oct-22	4660 N. Ocean Drive	Fire alarm	4:26:00 PM	4:40:00 PM	8
24-Oct-22	4013 North Ocean Blvd.	Elevator rescue	8:19:00 AM	8:40:00 AM	7
24-Oct-22	1439 South Ocean Blvd.	Other fire - baby ducks in canal	7:12:00 PM	8:08:00 PM	7
26-Oct-22	3900 North Ocean Drive	Accident w/Injuries	6:02:00 PM	6:48:00 PM	6
27-Oct-22	276 Commercial Blvd.	Fire alarm	4:38:00 AM	4:55:00 AM	5
27-Oct-22	1470 South Ocean Blvd.	Elevator rescue	9:24:00 AM	9:41:00 AM	7
28-Oct-22	4500 El Mar Drive	Other fire - overturn boat	2:59:00 PM	3:19:00 PM	7
29-Oct-22	1740 E. Terra Mar Drive	Electrical/utility fire	7:05:00 PM	7:15:00 PM	5
30-Oct-22	270 Basin Drive	Other fire - dog locked in car	6:42:00 PM	6:55:00 PM	4
31-Oct-22	106 Commercial Blvd.	Fire alarm	11:18:00 AM	11:19:00 AM	7
			Total Calls	39	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
01-Oct-22	Mar Drive	medical, E12 assisted M12	5:09:00 PM	6:14:00 PM	3
08-Oct-22	Bougainville Drive	medical, walk-up paged M12 for eval	8:22:00 PM	8:38:00 PM	4
09-Oct-22	Bougainville Drive	medical, walk-up B12 paged out M12	9:46:00 PM	10:39:00 PM	5
12-Oct-22	South Ocean Blvd.	medical, B12 key entry to gate	10:25:00 AM	11:35:00 AM	1
12-Oct-22	South Ocean Blvd.	medical, E12 canceled wrong zone	6:25:00 PM	6:39:00 PM	5
17-Oct-22	North Ocean Dr.	medical, E12 assisted M12 w/pt packing for transport	4:32:00 AM	5:08:00 AM	4
20-Oct-22	South Ocean Blvd.	medical, E12 assisted M12	10:30:00 AM	11:52:00 AM	6
20-Oct-22	North Ocean Drive	medical, E12 paged M12 for assistance	6:48:00 PM	7:32:00 PM	4
21-Oct-22	South Ocean Blvd.	medical, lift assist only no medical	12:41:00 AM	1:01:00 AM	3
22-Oct-22	North Ocean Blvd.	medical, E12 responded, no Med unit in zone - mutual aid transported	8:36:00 PM	8:37:00 PM	6
25-Oct-22	El Mar Drive	medical, E12 paged for forcible entry	6:30:00 PM	6:39:00 PM	6
		Total Calls	11		

Date	Public Service	Event Description	Start Time	End Time	No. of FF
03-Oct-22	2001 South Ocean	Funeral service for long time resident Ms. Joan Omana	11:00:00 AM	12:00:00 PM	7
12-Oct-22	4504 Bougainvilla	Station tour for Arizona College of Nursing students	3:00:00 PM	3:30:00 PM	3
12-Dec-22	Javis Hall	Hosted Community Life Line Screening for residents	8:30:00 AM	3:00:00 PM	1
26-Oct-22	Fiesta Way	Replaced smoke detector batteries for resident	9:00:00 AM	9:30:00 AM	4
29-Oct-22	East Commercial Blvd.	Boo By The Sea	2:00:00 PM	4:30:00 PM	5

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
06-Oct-22	Station 12	Hazmat ops/Decon trng w/E12	6:00:00 PM	10:00:00 PM	6
07-Oct-22	6000 North Ocean Blvd.	BDA test @Starlite Towers Condo	10:00:00 AM	11:00:00 AM	3
10-Oct-22	Station 12	ERG Book Decon Hazmat	6:00:00 PM	10:00:00 PM	8
15-Oct-22	Station 12	In-Service training; CPR refresher, bag mask, NRB use	10:00:00 AM	11:00:00 AM	4
17-Oct-22	Station 12	In-Service training; airway, O2, BVM & CPR	2:30:00 PM	3:30:00 PM	4
18-Oct-22	Station 12	Hazmat decon, ERG books, Leak kits & gas meter	6:00:00 PM	10:00:00 PM	9
18-Oct-22	Station 12	In-Service training; airway, BVM, NRB CPR, nazzle can & simple face mask	1:30:00 PM	2:30:00 PM	4
19-Oct-22	Station 12	In-Service training; Tesla X-S extraction, electrical	3:00:00 PM	4:30:00 PM	4
20-Oct-22	Station 12	In-Service training; medical bag update	12:00:00 PM	2:00:00 PM	4
21-Oct-22	Station 12	In-Service training; airway, CPR, BVM, NRM nazzel canval, BP, & O2	1:30:00 PM	2:30:00 PM	6
24-Oct-22	4013 North Ocean Drive	Re-inspection & walk thru of bldg.	10:30:00 AM	11:30:00 AM	5
24-Oct-22	Station 12	In-Service training; CPR, BVM, airways, NC, NRM,	3:00:00 PM	4:00:00 PM	4
27-Oct-22	Station 12	High rise ops	6:00:00 PM	10:00:00 PM	7
31-Oct-22	106-108 Commercial Blvd.	Pre-planning fire inspection @Vincent's Kitchen	10:00:00 AM	12:00:00 PM	5
31-Oct-22	Station 12	In-Service training; 2 minute drill/SCBA & ladders	5:30:00 PM	6:30:00 PM	4

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Oct-22	Beach	Ocean rescue patrol; 10-12n, 2-2:30p, 3-4p, & 4:40-5:40p	12:00:00 PM	3:30:00 PM	2
02-Oct-22	Beach	Ocean rescue patrol; 11-12n & 3:30-5p	12:00:00 PM	2:30:00 PM	2
03-Oct-22	Beach	Ocean rescue patrol; 12-1p, & 3-5p	12:00:00 PM	2:30:00 PM	2
04-Oct-22	Beach	Ocean rescue patrol; 11-12n, 1-2p & 4-5p	11:00:00 AM	2:00:00 PM	2
05-Oct-22	Beach	Ocean rescue patrol; 10:30-1p, 2:30-3:30p & 4:15-5:15p	11:00:00 AM	3:00:00 PM	3
06-Oct-22	Beach	Ocean rescue patrol & trng.; 11:30-12:30p, 2-3p & 4:15-5:45p	12:00:00 PM	3:00:00 PM	3
07-Oct-22	Beach	Ocean rescue patrol & trng.; 11:50-12:50p, 2-3p, & 4:15-5:45p	12:00:00 PM	3:30:00 PM	2
08-Oct-22	Beach	Ocean rescue patrol; 10:30-12n, 1-2p & 4-5p	11:00:00 AM	2:30:00 PM	2
10-Oct-22	Beach	Ocean rescue patrol; 10:15-11:15a, 2-3p, & 4-5p	11:15:00 AM	2:15:00 PM	2
11-Oct-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
12-Oct-22	Beach	Ocean rescue patrol; 10-11a, 12-1p, 2:30-3:30p & 5-5:30p	12:00:00 PM	3:30:00 PM	3
13-Oct-22	Beach	Ocean rescue patrol; 10:30-11:30a & 4:30-5:30p	1:00:00 PM	3:00:00 PM	2
14-Oct-22	Beach	Ocean rescue patrol & trng; 10:30-11:30a, 2:40-3:40p & 4:30-5:30p	11:30:00 AM	2:30:00 PM	2
15-Oct-22	Beach	Ocean rescue patrol; 11:30-12:30p & 1:20-2:20p	12:30:00 PM	2:30:00 PM	4
16-Oct-22	Beach	Ocean rescue patrol; 10-11a, 4-5p	1:00:00 PM	3:30:00 PM	2
17-Oct-22	Beach	Ocean rescue patrol; 10:30-11:30a, 12:30-1:30p & 4-5p	11:30:00 AM	2:30:00 PM	2
18-Oct-22	Beach	Ocean rescue patrol & trng.; 10-11a, 1-2p, & 4-5p	11:00:00 AM	1:30:00 PM	2
19-Oct-22	Beach	Ocean rescue patrol; 9:50-10:15a & 5-5:30p 80% rainy day	3:00:00 PM	4:00:00 PM	3
20-Oct-22	Beach	Ocean rescue patrol; 11:45-12:45p, 2-3p & 4:30-5:30p	1:00:00 PM	4:00:00 PM	3
21-Oct-22	Beach	Ocean rescue patrol; 10-11a, & 4-5:15p	11:00:00 AM	12:30:00 PM	2
22-Oct-22	Beach	Ocean rescue patrol; 9-10a, 11-12n & 2-3p	12:30:00 PM	3:30:00 PM	3
23-Oct-22	Beach	Ocean rescue patrol; 10-11a, 12:30-1p, & 2-3p	12:30:00 PM	3:00:00 PM	3
25-Oct-22	Beach	Ocean rescue patrol; 10:20-11:20a, 1-2p, & 4-5p	1:00:00 PM	3:00:00 PM	2
26-Oct-22	Beach	Ocean rescue patrol; 10-11:15a, 12:30-1:45p, & 4-5p	11:15:00 AM	2:45:00 PM	2
27-Oct-22	Beach	Ocean rescue patrol; 1-2p, 3-4p & 4:40-5:10p	1:00:00 PM	3:30:00 PM	3
28-Oct-22	Beach	Ocean rescue patrol; 10-11a & 12-1p	12:00:00 PM	2:00:00 PM	2
30-Oct-22	Beach	Ocean rescue patrol; 10-11a & 5-5:30p	11:00:00 AM	12:30:00 PM	2
31-Oct-22	Beach	Ocean rescue patrol & trng; 9-10a, 1-2p, & 4-5p	12:00:00 PM	2:30:00 PM	2

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

LBTS Volunteer Fire Department - October 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Arellana	Brandy	176968	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Azam	Saeed	181075	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	2
Besosa	Jose	193537	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	0
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	7	7
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	35	35
Crow	Mark	203062	Regular Member		Trainee	Trainee	CPR for healthcare provider	0	0
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	0	0
Edouard	Myriam		Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	29	29
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Hernandez	Andy	189053	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	8
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	10	10
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	2	2
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	35	35
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	10	10
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	36	36
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	6	6
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	6	6
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	3
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	1
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	20
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	13	13
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	4
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Salzman	Samuel	185009	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Scheiner	Jacquelyn	166542	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Shuyler	Justin	189663	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	11
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	3	3
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Swerdloff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	4
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4



Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2022

Overview

During the month of November 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were eighteen annual fire inspections, no re-inspection, and two violations that were addressed.

Responses:

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

Emergency 911 Calls

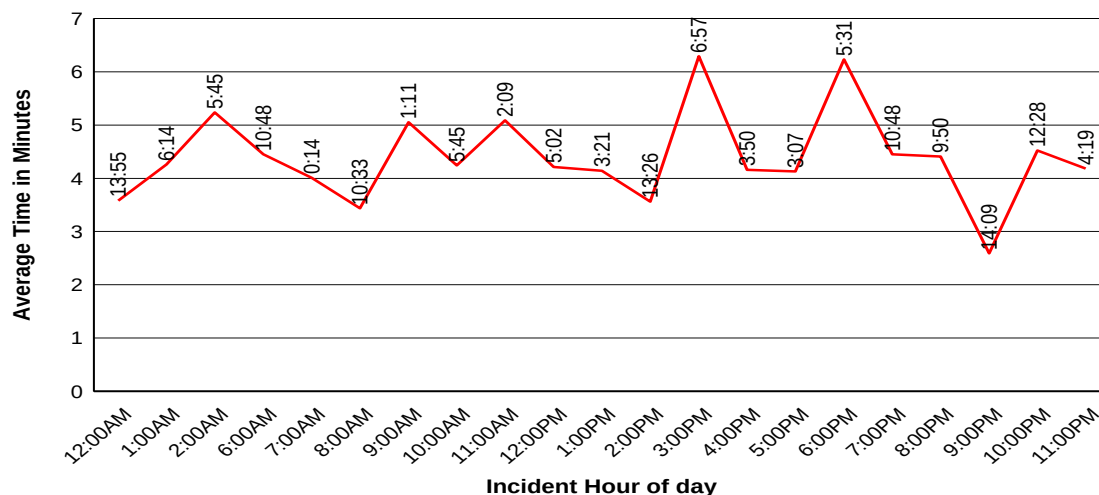
Fire/Rescue	42
EMS	89

- Of the 42 emergency fire calls dispatched, there were 19 fire alarms, 1 structure fire, 2 elevator rescues, 4 electrical/utility, 3 vehicle accidents, 1 marine accident, 2 open water rescues, and 10 “other” fires.
- There were 89 medical 911 calls for November 2022. The department was dispatched to 11 of those calls, of which, 1 was cleared by M12 or the chief on duty. E12/OR212 assisted M12/212 on 5 of those calls and provided 1st responder/BLS care until M12’s arrival on 5 of those calls.

Total Number of Incidents - 131 Total

Total Average Response Time - 4:38

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2022

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 26 Associate out-of-town members for a total of 37 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	26
Fire 1 non-certified	1	0
Fire 1 Certified	2	0
Fire II Certified	8	26

There were 5 fire drills, 5 in-house training sessions, and 17 inspections for a total of 443.5+hours spent on training in November. *Continuing education is an accumulation of hours from Aug-Nov.

Training

Firefighter drills & In-Service training	164+ Hours
Target Solution On-Line training.	129 Hours
BTA/Fire Inspections	150.5 Hours
*Continuing Education FFP-210/Hazardous ops.	339 Hours
Total Hours	782.5 Hours

A total of 2,700.75+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,830.25+ Hours
Ocean Rescue patrol	150.5+ Hours
Chief on Duty/Command	720 Hours
Total Hours	2,700.75+ Hours

In closing, the Volunteer Fire Department will continue to improve and increase its members' training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson Hopping

Judson Hopping,
Fire Chief

Monthly Activity Report - November 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
03-Nov-22	112 Commercial Blvd.	Accident w/Injuries	10:42:00 PM	11:17:00 PM	6
04-Nov-22	5200 North Ocean Drive	Other fire - suicide	1:55:00 PM	2:30:00 PM	8
04-Nov-22	Seagrape/Commercial Blvd.	Accident w/Injuries	8:18:00 PM	9:21:00 PM	7
06-Nov-22	3900 North Ocean Drive	Fire alarm	10:47:00 AM	11:06:00 AM	8
06-Nov-22	4344 El Mar Drive	Open water drowning - unfounded	4:31:00 PM	5:13:00 PM	6
09-Nov-22	1430 South Ocean Blvd.	Fire alarm	9:50:00 AM	10:13:00 AM	10
09-Nov-22	Flamingo/4000 N. Ocean	Other fire - PD matter canceled	8:36:00 PM	8:43:00 PM	5
09-Nov-22	1717 South Ocean Blvd.	Electrical utility fire	10:40:00 PM	11:07:00 PM	7
10-Nov-22	2 Commercial Blvd.	Electrical/utility fire	8:42:00 AM	11:07:00 AM	4
12-Nov-22	5000 North Ocean Blvd.	Open water drowning - kite surfer - no distress	2:41:00 PM	2:52:00 PM	6
12-Nov-22	440 North Ocean Drive	Vehicle accident	6:23:00 PM	6:58:00 PM	6
12-Nov-22	4400 El Mar Drive	Other fire - svc call on beach canceled in route	9:35:00 PM	9:43:00 PM	3
14-Nov-22	4417 Poinciana Street	Other fire - welfare ck	11:18:00 AM	11:27:00 AM	7
14-Nov-22	1967 Ocean Mist Drive	Electrical hazard	2:00:00 PM	2:24:00 PM	7
14-Nov-22	5100 North Ocean Drive	Fire alarm	5:42:00 PM	5:55:00 PM	6
15-Nov-22	1950 South Ocean Blvd.	Fire alarm	5:39:00 PM	5:49:00 PM	6
15-Nov-22	6 Sunset Lane	Other fire - flowing hydrant	6:29:00 PM	6:42:00 PM	5
16-Nov-22	1460 South Ocean Blvd.	Fire alarm	1:56:00 PM	2:08:00 PM	7
16-Nov-22	1913 Ocean Mist Drive	Other fire - hydrant spewing water	4:05:00 PM		8
18-Nov-22	1461 South Ocean Blvd.	Fire alarm	6:55:00 AM	7:12:00 AM	9
18-Nov-22	5555 North Ocean Drive	Other fire - carbon monoxide alarm	4:10:00 PM	4:26:00 PM	8
20-Nov-22	1600 South Ocean Blvd.	Fire alarm	4:28:00 PM	4:35:00 PM	6
20-Nov-22	1800 South Ocean Blvd.	Fire alarm	4:37:00 PM	4:46:00 PM	6
20-Nov-22	5100 North Ocean Blvd.	Fire alarm	6:24:00 PM	6:45:00 PM	5
21-Nov-22	3900 North Ocean Drive	Elevator rescue	8:53:00 AM	9:17:00 AM	6
22-Nov-22	5100 North Ocean Blvd.	Fire alarm	4:40:00 PM	4:53:00 PM	7
23-Nov-22	2024 Ocean Mist Drive	Fire alarm	8:58:00 AM	9:08:00 AM	6
24-Nov-22	1 Commercial Blvd.	Marine accident	12:24:00 PM	12:48:00 PM	7
25-Nov-22	1833 South Ocean Blvd.	Fire alarm - wrong zone	3:06:00 PM	3:13:00 PM	5
25-Nov-22	6000 North Ocean Blvd.	Fire alarm	6:11:00 PM	6:31:00 PM	6

Date	Public Service	Event Description	Start Time	End Time	No. of FF
11-Nov-22	Town Hall	Veteran's Day ceremony Honor /Color Guard	10:00:00 AM	11:00:00 AM	11
29-Nov-22	station 12	station/truck tour w/visitors from Dallas	7:20:00 PM	7:48:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Nov-22	5000 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	5
02-Nov-22	5200 North Ocean Drive	Pre-planning fire inspection @Sea Ranch B	10:00:00 AM	12:00:00 PM	5
02-Nov-22	Station 12	In-service training; Adult & child/infant CPR video w/hands on lab	1:30:00 PM	3:00:00 PM	4
03-Nov-22	5100 North Ocean Blvd.	Pre-planning fire inspection @Sea Ranch A	10:00:00 AM	12:00:00 PM	4
03-Nov-22	Station 12	Frozen turkey demo in deep fryer for town's	5:00:00 PM	9:00:00 PM	5
04-Nov-22	4660 North Ocean Drive	Pre-planning fire inspection @the Plung Hotel	10:00:00 AM	12:00:00 PM	4
05-Nov-22	Station 12	In-service training - fit testing	9:00:00 AM	10:00:00 AM	4
07-Nov-22	4660 El Mar Drive	Pre-planning fire inspection @Plung Hotel & Tiki Bar	10:00:00 AM	11:30:00 AM	5
08-Nov-22	1750 South Ocean Blvd.	Pre-planning fire inspection @Jade Beach East	10:00:00 AM	11:00:00 AM	5
08-Nov-22	Station 12	Air consumption	6:00:00 PM	10:00:00 PM	5
09-Nov-22	6002 North Ocean Drive	Pre-planning fire inspection @Sea Watch Restrauant	10:00:00 AM	11:30:00 AM	6
09-Nov-22	Station 12	In-service trng.; LBTSFD-ISJPR-06 Nozzles-fog-stalk tip, hose management - advance retreat, patterns & ventation	2:30:00 PM	4:30:00 PM	5
11-Nov-22	Station 12	In service training; Fog and stack tip	3:00:00 PM	4:00:00 PM	4
14-Nov-22	4544 El Mar Drive	Pre-planning fire inspection @Village by the Sea	11:30:00 AM	1:00:00 PM	5
14-Nov-22	Station 12	Engine company ops; nozzle, water supply & officer training	6:00:00 PM	10:00:00 PM	6
15-Nov-22	1800 South Ocean Blvd.	Pre-planning fire inspection @Hampton Beach Club	10:00:00 AM	12:30:00 PM	5
16-Nov-22	1770 South Ocean Blvd.	Pre-planning fire inspection @Ocean Sound Condo	10:00:00 AM	12:00:00 PM	6

17-Nov-22	4636 El Mar Drive	Pre-planning fire inspection @The Residence Condo	10:00:00 AM	11:00:00 AM	5
17-Nov-22	Station 12	Vehicles; E12, E212 & SQ12 organization	6:00:00 PM	10:00:00 PM	7
21-Nov-22	1900 South Ocean Blvd.	Pre-planning fire inspection@Ocean Place	10:00:00 AM	12:30:00 PM	4
22-Nov-22	4444/4556 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	12:00:00 PM	4
22-Nov-22	1900 South Ocean Blvd.	BDA Test @Ocean Place	1:00:00 PM	2:00:00 PM	4
23-Nov-22	276 E. Commercial Blvd.	Fire Alarm permit inspection @Benihana's	9:00:00 AM	10:00:00 AM	4
23-Nov-22	Station 12	In-service training; fire attack, 1st arriving engine hose lay & 1st hose assignments	2:00:00 PM	4:00:00 PM	4
28-Nov-22	4050 North Ocean Blvd.	Pre-planning fire inspection @Caribe Co-op	10:08:00 AM	12:00:00 PM	5
28-Nov-22	Station 12	Drivers training, hydrant, 1 3/4 & 2 1/2 handlines, fog, & smooth bore	6:00:00 PM	10:00:00 PM	10
29-Nov-22	4900 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	5

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Nov-22	Beach	Ocean rescue patrol; 9-9:30a, 1:30-2:30p & 3:30-4:30p	12:30:00 AM	15:00 PM	2
02-Nov-22	Beach	Ocean rescue patrol; 09:15-9:30a, 12:15-12:35p, & 4-5p	12:30:00 PM	2:00:00 PM	3
03-Nov-22	Beach	Ocean rescue patrol; 12:45-15:45p	12:45:00 PM	3:45:00 PM	3
04-Nov-22	Beach	Ocean rescue patrol; 09:30-10a, 12-1p & 4-5p	2:00:00 PM	4:30:00 PM	2
05-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 1-3p & 4-5p	1:00:00 PM	4:30:00 PM	2
06-Nov-22	Beach	Ocean rescue patrol; 10-11a, 12-1p, 2-2:30p & 4:30-5:30 rained off/on	11:30:00 AM	3:00:00 PM	2
07-Nov-22	Beach	Ocean rescue patrol; 11:45-12:45p, 1:30-2:30p & 4-5p	12:45:00 PM	3:45:00 PM	2
08-Nov-22	Beach	Ocean rescue patrol; 11:15-12:15p & 2:30-3:30p	12:00:00 PM	2:00:00 PM	2
10-Nov-22	Beach	Assisted FM 8-9:30a taping off pier, 10-12n put life rings back out, & 2-3p pulled over hundred feet of cable off shore, 4-5 assist FM discuss lights on pier	8:30:00 AM	2:00:00 PM	3
11-Nov-22	Beach	Ocean rescue patrol; 09:30-10a, 2-3p & 4-5p	12:00:00 PM	2:30:00 PM	2
12-Nov-22	Beach	Ocean rescue patrol; 12-1p	12:00:00 PM	1:00:00 PM	3

13-Nov-22	Beach	Ocean rescue patrol; 11:00-12:15p & 3:30-4:30p	12:30:00 PM	2:45:00 PM	2
14-Nov-22	Beach	Ocean rescue patrol; 2:45-3:45p & 4-5p	2:45:00 PM	4:45:00 PM	2
15-Nov-22	Beach	Ocean rescue patrol; 09:30-9a, 2-3p, & 4:40-5:20p	2:00:00 PM	3:10:00 PM	2
16-Nov-22	Beach	Ocean rescue patrol; 12-1p & 4:40-5p	12:00:00 PM	1:20:00 PM	4
17-Nov-22	Beach	Ocean rescue patrol; 11:30-12:30p, 2:30-3:30p, & 4:30-5p	11:30:00 AM	2:30:00 PM	3
19-Nov-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5pm	11:00:00 AM	2:00:00 PM	2
20-Nov-22	Beach	Ocean rescue patrol; did not take marine 212 out due to weather conditions, 100% rain	10:00:00 AM	10:20:00 AM	2
21-Nov-22	Beach	Ocean rescue patrol; 09:30-10a & 2-3p	2:00:00 PM	1:30:00 PM	2
22-Nov-22	Beach	Ocean rescue patrol; did not go out rainy all day			
23-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 1-2p, & 4:30-5:30p	12:00:00 PM	3:00:00 PM	3
24-Nov-22	Beach	Ocean rescue patrol; 10-11a & 1-2p	12:00:00 PM	2:00:00 PM	2
25-Nov-22	Beach	Ocean rescue patrol; 9:30-10:30a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
26-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 2-4p & 5-5:30p	11:30:00 AM	3:00:00 PM	2
27-Nov-22	Beach	Ocean rescue patrol; 10:15-12n, 2:15-3:50p, 4-4:30 & 4:50-5p	11:00:00 AM	2:30:00 PM	2
28-Nov-22	Beach	Ocean rescue patrol; 8:30-9a, 2:50-3:50p & 4:30-5p	2:50:00 PM	4:20:00 PM	2
29-Nov-22	Beach	Ocean rescue patrol; 1-1:30p & 3-4:30p	1:30:00 PM	3:30:00 PM	2
30-Nov-22	Beach	Ocean rescue patrol; 10-11:30a, 1-2p, & 4:30-5:30p	11:30:00 AM	3:00:00 PM	2

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

LBTS Volunteer Fire Department - November 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Arellana	Brandy	176968	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	9
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	4
Besosa	Jose	193537	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	7
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	9
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	10	17
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	14
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	30	65
Crow	Mark	203062	Regular Member		Trainee	Trainee	CPR for healthcare provider	0	0
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	12	12
Edouard	Myriam		Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	33	62
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	7
Hernandez	Andy	189053	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	10
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	10
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	13	23
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	0	2
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	25	60
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	8	18
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	10
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	41	77
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	9	15
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	3	9
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	11
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	7
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	10	11
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	40
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	17	30
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	6
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	11
Salzman	Samuel	185009	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	9
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	8
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	16
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	4	7
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	9
Swerdlhoff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	8
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	3
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	8



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for December 13, 2022

Explanation: Following is the Town Manager's report for December 13, 2022.

1. Pier Update

On November 25, 2022, a visual inspection of the pier with Dane Hancock P.E. via private boat found that the repair of the structure may not be an option or one that is economical or practical because of the level of deterioration. Therefore, more analysis needs to be done, cost estimates completed, and a determination of any restraints of the permitting agencies for the pier. The Development Services Director will summarize information that was presented to the Special Magistrate at the December 9, 2022 meeting.

2. Sea Lord Update

The Sea Lord Hotel received a stop work order for their roof structure and façade due to deviations from the approved site plan. Since that time, staff has been working with the hotel owner to bring the property into compliance. Town Staff continues to work with the owner and his representatives to find a suitable solution that is code and Town Charter compliant. Until the property is brought into compliance, daily fines of \$250 continue to run.

3. Christmas Tree

The current Christmas tree is old, in poor condition and is in dire need of replacement. This year, the Town included \$50,000 in its budget for a new Town Christmas tree and ornaments. The best time to purchase a tree is immediately after Christmas when the trees are on sale. However, the purchase exceeds the Town Manager's authorization without commission approval. Staff would like to receive advance approval up to \$50,000 to purchase a Christmas tree and then bring the purchase to the Commission at the January 10th meeting after the purchase has been made. This way, we can take advantage of after Christmas sales.

Commission Action Required: Request authorization from the Town Commission to exceed the Town Manager's authorization to purchase a Christmas tree not to exceed \$50,000.

4. Volunteer Fire Department Contract

The Volunteer Fire Department Contract expired on November 30, 2022. Ken Rubach is currently working with the VFD to review the contract and incorporate some of the

recommendations we received from the VFD Audit. We expect the contract to be complete and presented to the Commission in January. Therefore, I have exercised the option included in the purchasing manual to extend the VFD contract 90 days to February 28, 2023.

5. Lateral Lining

Lateral lining extends the life of our sanitary system and reduce emergency maintenance costs by eliminating the need for repairs. The Town has completed lining the main lines and will begin phase two of lining laterals. Work is slated to start in late January initially starting with the downtown area, which is the area most susceptible to blockages due to high usage. This project is funded in the 2023 Sewer Enterprise fund.

6. Canal Dredging

In 2020, as part of our 5-Year Capital Improvement Plan, benthic surveys were performed on all the Canals within the Town. Of the Town’s six canals, four were determined to require dredging to bring the canals to a standard depth of -5’ Mean Low Water (MLW) which is average low tide elevation recommended by the Army Corps of Engineers. Dredging in Canal B and Silver Shore waterways will be starting shortly and will take approximately 60 days to complete. This project is funded through the 2023 CIP. We anticipate including additional canals in future years’ CIP budget.

7. Courtney Easley – Rising Star!



Courtney Easley was recognized by the Broward County City Managers Association with the Rising Star award. In the short time that Courtney has worked for the Town, she has made a significant positive impact. We agree and feel fortunate to have Courtney working for the Town.

8. Upcoming Meetings

January 4	Planning and Zoning Board	Jarvis Hall	6:00 p.m.
January 10	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
January 26	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Lucila Lang, Director of Budget & Finance

Submitting Department: Finance Department

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: September 2022 Finance Report

Explanation: Presented is the preliminary September 2022 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings the Town to the end of the fiscal year.

At the end of September, the Town has completed 100% of fiscal year 2021/2022. The books for the fiscal year have not been closed so the information presented in this report should be considered as preliminary fiscal year-end operation results:

September, 2022

The following is a summary of the operating results through : 9/30/2022

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,306,453.00	\$ 1,688,752.00	\$ 12,617,701.00	\$ 12,947,706.32	102.62%	\$ 13,147,180.89	104.20%	\$ (199,474.57)
Building Fund	\$ 930,681.00	\$ 105,998.00	\$ 824,683.00	\$ 2,045,640.25	248.05%	\$ 1,421,760.15	172.40%	\$ 623,880.10
Sewer Fund	\$ 1,394,936.00	\$ 200,281.00	\$ 1,194,655.00	\$ 1,304,343.83	109.18%	\$ 945,470.64	79.14%	\$ 358,873.19
Fire Fund	\$ 1,964,755.00	\$ 917,507.00	\$ 1,047,248.00	\$ 1,065,663.33	101.76%	\$ 1,029,038.92	98.26%	\$ 36,624.41
Capital Fund	\$ 8,598,478.00	\$ 4,979,072.00	\$ 3,619,406.00	\$ 5,288,202.81	146.11%	\$ 3,319,424.85	38.60%	\$ 1,968,777.96
Parking Fund	\$ 4,297,862.00	\$ 2,002,979.00	\$ 2,294,883.00	\$ 3,248,926.96	141.57%	\$ 4,229,778.21	98.42%	\$ (980,851.25)
Grand Total	\$ 31,493,165.00	\$ 9,894,589.00	\$ 21,598,576.00	\$ 25,900,483.50		\$ 24,092,653.66		\$ 1,807,829.84

Notable items this month are as follows:

General Fund-001:

- As noted in the table above, actual General Fund expenditures exceeded General Fund revenues, therefore, the General Fund will decrease by an estimated \$199K. As a reminder, the amended FY22 budget had allocated \$1.6M of appropriated

fund balance, but many of the revenue categories (Ad Valorem Property Taxes, Utility Taxes, Franchise Taxes, Licenses & Permits) exceeded the amounts budgeted and several expenditure categories (Visitor Center, Administration, Tourism & Community Outreach, Development Services) spent less than was allocated.

Building Fund-102:

- Building permits and Inspection fees collected more (\$1M) than budget and since building permit services have a direct correlation, these also had an increase. Overall, the building fund will have an estimated unaudited positive effect on the fund balance by approximately \$500K. This is due to the fact that there was a 6%+ increase in the number of permits issued and the cost of the projects were higher than in FY21. In addition, the expenses for salaries, FICA Taxes, retirement, and group insurance were less than budgeted due to the fact that the department has not had an Assistant Development Services Director for a large portion of the fiscal year. As of this report, the September CAP invoice has not been received/processed.

Sewer Fund-103:

- Sewer fees for the year exceeded the budget by \$110K (9.30%).
- Expenditures were less than budgeted as \$240K was not spent in sewer line maintenance, contingency was not used and capital outlay only used 32% of the budgeted amount. Overall, the sewer fund will have an estimated unaudited positive effect on the fund balance by approximately \$358K.

Fire Fund-115:

- Actual Fire Fund Assessment revenues for the year exceeded the budget by \$18K.
- The Fire Fund expenditure budget included \$6K for Fire Department Pension which were not used and \$918K for the new Fire truck which was not received in this fiscal year. As a result of these variances, the Fire Fund balance will increase by approximately \$36K.

Capital Projects Fund-300:

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

SEPTEMBER, 2022 REPORT INFORMATION					
CIP Projects	Budget	September Expenditures	YTD Expenditures	% Completion	Comments
A1A Hibiscus Crosswalk	\$ 45,000.00	\$ -	\$ 54,902.93	Complete	Project complete.
Town Hall Complex	\$ 321,755.00	\$ 154,860.20	\$ 299,424.40	Complete	Payments made to PSI Roofing i/a/o \$115,651.36-90% completion of roof repair services for Development Services, Jarvis Hall, VFD and Public Works Buildings. \$28,912.84-100% completion-Final Invoice, \$10,296.00.
Downtown Parking Reconfiguration	\$ 350,000.00	\$ -	\$ 38,987.65	11.14%	No activity for the month of September.
Bel Air-Seawall Repair-East	\$ 220,297.00	\$ 490.76	\$ 7,718.17	3.50%	Payment to The Chappell Group, Inc. i/a/o \$490.76 to process ERP, permit and applications.
Canal Dredging	\$ 109,954.00	\$ 2,456.50	\$ 32,214.21	29.30%	Payments to The Chappell Group, Inc. i/a/o \$1,479.28 and \$977.22 for meetings with clients.
Storm Water Rate Study	\$ 40,000.00	\$ -	\$ 19,642.32	49.11%	No activity for the month of September.
East Tradewinds Improvement	\$ 50,000.00	\$ 2,350.00	\$ 5,754.00	11.51%	Payment made to State Contracting and Engineering Corp. for preconstruction services for median modifications along E. Commercial Blvd at W. Tradewinds Avenue.
Beach Renourishment	\$ 54,518.00	\$ -	\$ 50,352.87	Complete	No activity for the month of September.
Pedestrian Amenities	\$ 150,000.00	\$ -	\$ 2,646.51	1.76%	No activity for the month of September.
Palm Club Sewer	\$ 3,156,061.00	\$ 233,870.57	\$ 2,539,465.34	Complete	Payment made to Baxter & Woodman Consulting i/a/o \$5,277.00 for construction inspection and electrical engineering and \$31,954.71 for construction inspection. Payments made to Man Con, Incorporated i/a/o \$207,276.71 as pay application #7-final and \$2,800 for gate opener loop/fence and shrub.
Street Project-Codrington Drive	\$ 1,318,584.00	\$ 10,058.99	\$ 74,007.12	5.61%	Payments made to Flynn Engineering i/a/o \$334.69 for the review of Codrington plans and permits. Payments made to Baxter & Woodman i/a/o \$7995.70 for design, permitting, bidding assistance, landscape design and \$1,728.60 for permitting and bidding assistance.
Street Project-Bougainville/Poiciana	\$ 240,000.00	\$ -	\$ -	0.00%	Project will be considered in future CIP.
Dog Park Pilot	\$ 50,000.00	\$ -	\$ -	0.00%	Project will be considered in future CIP.
Greenway-El Mar Drive	\$ 2,327,566.00	\$ 72,278.77	\$ 72,278.77	Complete	Payments made to The Paving Lady for road edge swale paving.
Totals:	\$ 8,433,735.00	\$ 476,365.79	\$ 3,197,394.29		

Parking Fund-310:

- Parking Fund revenues were strong as PILOP payments exceeded budget by approximately \$82K, charges for services exceeded budget by approximately \$900K.
- Overall expenditures came in at \$68K less than budgeted. As a reminder the Town purchased the South Ocean lot with an initial first payment in the amount of \$2M which came from the Parking Fund. In addition to this purchase, a transfer to the Capital Improvement Fund was made from Parking in the amount of \$1.1M. This will bring a reduction in the fund balance of approximately \$1M.
- Below is a breakdown of revenue by lots with the last column being for the month of September. There was a slight increase of 13.64% in September of 2022 from September of 2021.

FY22	May, 2022		June, 2022		July, 2022		August, 2022		September, 2022	
	Revenue	\$(+/)from 05/21	Revenue	\$(+/)from 06/21	Revenue	\$(+/)from 07/21	Revenue	\$(+/)from 08/21	Revenue	\$(+/)from 09/21
South Ocean	\$ 27,816.58	\$7,486.76	\$ 21,136.59	(\$1,583.01)	\$ 24,060.93	\$ 4,781.80	\$ 22,585.01	\$ 3,601.35	\$ 14,542.94	\$ 609.50
Ocean Front Meters	\$ 41,463.45	\$16,071.60	\$ 37,720.06	\$2,443.03	\$ 40,439.33	\$ 12,882.42	\$ 45,997.15	\$ 12,616.46	\$ 36,360.36	\$ 8,216.41
Commercial Blvd. Meters	\$ 6,993.65	(\$4,267.74)	\$ 6,500.22	(\$7,014.94)	\$ 5,733.30	\$ (4,043.54)	\$ 7,116.08	\$ (3,939.59)	\$ 2,679.88	\$ (2,669.87)
Parking Meters-Beach	\$ 22,815.36	\$1,120.73	\$ 21,645.50	(\$3,628.42)	\$ 17,821.91	\$ (3,772.74)	\$ 23,608.82	\$ 346.84	\$ 15,788.11	\$ (7,324.84)
PalM Portal-FDG	\$ 12,842.72	\$12,842.72	\$ 11,961.02	\$11,961.02	\$ 13,703.14	\$ 13,703.14	\$ 12,960.86	\$ 12,960.86	\$ 8,939.55	\$ 8,939.55
El Prado Parking Lot	\$ 61,048.08	\$16,112.55	\$ 48,715.21	(\$3,309.96)	\$ 59,202.37	\$ 13,874.59	\$ 53,689.69	\$ 8,223.73	\$ 40,918.54	\$ 8,303.97
Town Hall Parking Lot	\$ 4,657.32	\$171.27	\$ 2,678.94	\$710.82	\$ 3,377.87	\$ 761.71	\$ 1,457.64	\$ (524.50)	\$ 2,050.39	\$ 67.54
El Mar Parking Lot	\$ 28,623.57	\$9,086.08	\$ 24,386.96	(\$981.94)	\$ 24,122.03	\$ 4,790.23	\$ 28,555.83	\$ 6,056.47	\$ 20,242.14	\$ 3,306.65
A1A Parking Lot	\$ 61,952.75	\$13,812.73	\$ 50,742.53	(\$5,324.12)	\$ 59,739.17	\$ 15,017.40	\$ 56,945.96	\$ 10,649.56	\$ 37,756.40	\$ 3,043.25
Bougainvillea/Poinciana	\$ 18,959.87	\$1,565.57	\$ 15,948.55	(\$2,724.27)	\$ 17,365.58	\$ 2,821.37	\$ 15,614.67	\$ 121.09	\$ 12,068.12	\$ 481.58
Monthly Total:	\$ 287,173.35		\$ 241,435.58		\$ 265,565.63		\$ 268,531.71		\$ 191,346.43	
<i>Difference from last year \$:</i>	<i>\$ 74,002.27</i>		<i>\$ (9,451.79)</i>		<i>\$ 60,816.38</i>		<i>\$ 50,112.27</i>		<i>\$ 22,973.74</i>	
<i>Difference from last year %:</i>	<i>34.71%</i>		<i>-3.77%</i>		<i>29.70%</i>		<i>22.94%</i>		<i>13.64%</i>	

The top producing lots for September 2022 were:

- El Prado Parking Lot
- A1A Parking Lot
- Ocean Front Meters
- El Mar Parking Lot
- Parking Meters-Beach

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. In addition to the front desk, the Town utilizes Municipal Citations to collect parking fines and in May 2022, the Town hired RTR Financial Services, Inc. (collection agency) to assist with past due uncollected parking fines. Through September, the Town has received \$4,044.48 from RTR.

Parking Fines	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022
	\$ 16,950.00	\$ 1,135.00	\$ 1,956.00	\$ 3,306.32	\$ 2,599.07	\$ 2,705.25

Attachments:

- Ex.1 Revenue/Expenditure Report
Ex.2 Cash-Investment Report September, 2022



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00 %
Department: 000000 - NonDesignated Total:	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29 %
Department: 301000 - Ad Valorem Property Taxes Total:	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	897,700.00	897,700.00	198,163.70	966,651.66	68,951.66	107.68 %
001-301100-311440 Gas Utility Tax	18,000.00	18,000.00	1,278.00	16,970.88	-1,029.12	94.28 %
001-301100-314300 Water Utility Tax	167,400.00	167,400.00	34,007.29	181,285.50	13,885.50	108.29 %
Department: 301100 - Utility Taxes Total:	1,083,100.00	1,083,100.00	233,448.99	1,164,908.04	81,808.04	107.55%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,500.00	600,500.00	145,294.06	704,096.67	103,596.67	117.25 %
001-301600-313300 Waste Franchise Collection	171,000.00	171,000.00	28,428.62	103,264.05	-67,735.95	60.39 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	25,748.40	16,748.40	286.09 %
001-301600-313400 Gas Franchise	19,000.00	19,000.00	3,060.85	23,474.00	4,474.00	123.55 %
001-301600-313600 Towing Franchise Fees	700.00	700.00	200.00	780.00	80.00	111.43 %
Department: 301600 - Franchise Taxes Total:	800,200.00	800,200.00	176,983.53	857,363.12	57,163.12	107.14%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	86,000.00	86,000.00	1,410.95	91,314.15	5,314.15	106.18 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	0.00	84,558.40	44,558.40	211.40 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	0.00	490.00	-10.00	98.00 %
001-302000-322250 Zoning Permit & Fees	0.00	1,980.00	350.00	1,980.00	0.00	100.00 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	100.00	760.00	-2,240.00	25.33 %
Department: 302000 - Licenses & Permits Total:	129,500.00	131,480.00	1,860.95	179,102.55	47,622.55	136.22%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	169,000.00	169,000.00	5,362.22	223,444.99	54,444.99	132.22 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	10,454.79	10,552.68	-6,147.32	63.19 %
001-303000-311180 Sales Tax	422,700.00	422,700.00	82,596.66	519,531.36	96,831.36	122.91 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,499.00	67,499.00	8,978.49	62,424.95	-5,074.05	92.48 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	47,857.00	47,857.00	9,134.81	46,798.11	-1,058.89	97.79 %
001-303000-315100 Communication Service Tax	321,000.00	321,000.00	49,148.54	308,261.56	-12,738.44	96.03 %
001-303000-334910 Bcc-senior Center Grant	19,233.00	19,233.00	0.00	19,801.00	568.00	102.95 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	55,997.48	110,946.00	-39,054.00	73.96 %
001-303000-334915 Fdot-reimbursable Grant	18,606.00	18,606.00	0.00	0.00	-18,606.00	0.00 %
001-303000-334930 Emergency Supplemental Funding	0.00	15,710.00	0.00	15,710.07	0.07	100.00 %
001-303000-334932 Dune Management Grant	30,000.00	30,000.00	0.00	29,436.55	-563.45	98.12 %
001-303000-343400 Recycling Revenue	0.00	960.00	0.00	960.93	0.93	100.10 %
Department: 303000 - Intergovernmental Revenues Total:	1,262,595.00	1,279,265.00	221,672.99	1,347,868.20	68,603.20	105.36%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	1,650.00	1,650.00	0.00	1,350.00	-300.00	81.82 %
001-304000-347500 Tennis - Shuffle Key	6,000.00	6,000.00	180.00	12,310.00	6,310.00	205.17 %
Department: 304000 - Charges for Services Total:	7,650.00	7,650.00	180.00	13,660.00	6,010.00	178.56%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	1,924.29	15,966.18	-16,033.82	49.89 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	3,625.00	22,740.00	-2,260.00	90.96 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	1,500.00	-1,500.00	50.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	5,549.29	40,206.18	-19,793.82	67.01%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	30,000.00	30,000.00	825.55	4,249.15	-25,750.85	14.16 %
001-306000-362000	Rent/lease Royalties	79,503.00	79,503.00	0.00	69,441.16	-10,061.84	87.34 %
001-306000-365400	Recycling Revenue	0.00	0.00	0.00	2,501.60	2,501.60	0.00 %
001-306000-366100	Donations	6,000.00	6,000.00	0.00	17,050.00	11,050.00	284.17 %
001-306000-369100	Miscellaneous Revenues	75,000.00	75,000.00	3,445.05	90,513.64	15,513.64	120.68 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	0.00	7,190.00	-7,810.00	47.93 %
001-306000-369201	Miscellaneous Merchandisesales	0.00	0.00	5.00	474.00	474.00	0.00 %
001-306000-369250	Recreational Activities Fee	1,430.00	1,430.00	20.00	870.00	-560.00	60.84 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	0.00	400.00	150.00	160.00 %
001-306000-369901	Insurance Reimbursement	30,500.00	30,500.00	15,608.82	17,692.81	-12,807.19	58.01 %
Department: 306000 - Miscellaneous Revenues Total:		237,683.00	237,683.00	19,904.42	210,382.36	-27,300.64	88.51%
Department: 581100 - Interfund Transfers							
001-581100-380115	Transfer From Fire - Oh Costs	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00%
Revenue Total:		14,287,803.00	14,306,453.00	665,280.15	12,947,706.32	-1,358,746.68	90.50%
Expense							
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	68,415.00	68,415.00	8,883.42	68,657.19	-242.19	100.35 %
001-511000-500210	Employer Fica Taxes	5,234.00	5,234.00	643.26	5,159.77	74.23	98.58 %
001-511000-500220	Retirement	35,179.00	35,179.00	3,375.71	39,546.29	-4,367.29	112.41 %
001-511000-500230	Group Insurance	82,347.00	82,347.00	2,659.89	47,230.03	35,116.97	57.35 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	243.75	4,106.25	393.75	91.25 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	275.00	225.00	55.00 %
001-511000-500512	Elections	13,400.00	13,400.00	0.00	772.81	12,627.19	5.77 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	969.10	1,730.90	35.89 %
001-511000-500545	Training	6,000.00	6,000.00	904.69	904.69	5,095.31	15.08 %
001-511000-500550	Operating Expenses	15,000.00	15,000.00	0.00	10,528.24	4,471.76	70.19 %
Department: 511000 - Commission Total:		233,275.00	233,275.00	16,710.72	178,149.37	55,125.63	76.37%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45 %
Department: 511100 - Donation-Non Profits Total:		63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	13,427.00	13,427.00	983.60	13,226.75	200.25	98.51 %
001-511200-500140	Overtime Salaries	1,500.00	1,500.00	0.00	250.21	1,249.79	16.68 %
001-511200-500210	Employer Fica Taxes	1,142.00	1,142.00	75.25	1,014.73	127.27	88.86 %
001-511200-500220	Retirement	1,453.00	1,453.00	310.95	2,152.80	-699.80	148.16 %
001-511200-500230	Group Insurance	4,019.00	4,019.00	144.86	2,642.90	1,376.10	65.76 %
001-511200-500340	Sewer/wastewater	3,300.00	3,300.00	293.77	3,421.88	-121.88	103.69 %
001-511200-500430	Electric Service	1,600.00	1,600.00	250.61	1,337.27	262.73	83.58 %
001-511200-500431	Water Service	3,000.00	3,000.00	317.10	3,684.81	-684.81	122.83 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	662.50	9,337.50	6.63 %
001-511200-500550	Operating Expenses	10,000.00	10,000.00	5,689.37	6,971.35	3,028.65	69.71 %
001-511200-500553	Visitor Center Staff Salaries	55,000.00	55,000.00	2,634.35	19,840.87	35,159.13	36.07 %
Department: 511200 - Visitor Center Total:		104,441.00	104,441.00	10,699.86	55,206.07	49,234.93	52.86%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	70,340.64	549,475.45	47,336.55	92.07 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	2,401.50	12,598.50	16.01 %
001-513000-500140	Overtime Salaries	2,500.00	2,500.00	963.28	1,518.90	981.10	60.76 %
001-513000-500210	Employer Fica Taxes	45,848.00	45,848.00	5,444.52	66,591.21	-20,743.21	145.24 %
001-513000-500220	Retirement	101,767.00	101,767.00	9,602.43	101,993.07	-226.07	100.22 %
001-513000-500230	Group Insurance	156,748.00	156,748.00	4,795.77	90,889.66	65,858.34	57.98 %
001-513000-500315	Professional Services	54,000.00	54,000.00	0.00	0.00	54,000.00	0.00 %
001-513000-500320	Audit Expense	38,000.00	38,000.00	0.00	31,500.00	6,500.00	82.89 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	1,456.55	6,997.05	-1,997.05	139.94 %
001-513000-500345	Contractual Services	45,840.00	45,840.00	8,416.02	61,111.42	-15,271.42	133.31 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-513000-500463	Service Maintenance Contracts	21,300.00	21,300.00	722.13	20,558.95	741.05	96.52 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	1,815.04	1,684.96	51.86 %
001-513000-500508	Postage	4,500.00	4,500.00	758.98	7,768.33	-3,268.33	172.63 %
001-513000-500510	Office Supplies	6,000.00	6,000.00	100.19	3,422.47	2,577.53	57.04 %
001-513000-500540	Dues & Subscriptions	7,795.00	7,795.00	674.50	5,379.50	2,415.50	69.01 %
001-513000-500545	Training	10,800.00	10,800.00	636.24	7,754.58	3,045.42	71.80 %
001-513000-500550	Operating Expenses	15,820.00	15,820.00	4,801.97	22,510.21	-6,690.21	142.29 %
Department: 513000 - Administration Total:		1,131,230.00	1,131,230.00	108,713.22	981,687.34	149,542.66	86.78%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	315,000.00	315,000.00	73,141.22	328,202.62	-13,202.62	104.19 %
001-514000-500314	Litigation	105,000.00	105,000.00	5,003.29	22,688.38	82,311.62	21.61 %
001-514000-500319	Ethics Research, Training & Op	6,000.00	6,000.00	1,536.80	9,469.40	-3,469.40	157.82 %
Department: 514000 - Town Attorney Total:		426,000.00	426,000.00	79,681.31	360,360.40	65,639.60	84.59%
Department: 519000 - General							
001-519000-500120	Regular Salaries	162,750.00	162,750.00	15,108.14	141,639.42	21,110.58	87.03 %
001-519000-500140	Overtime Salaries	0.00	281.00	0.00	281.25	-0.25	100.09 %
001-519000-500210	Employer Fica Taxes	12,451.00	12,451.00	1,158.89	10,624.70	1,826.30	85.33 %
001-519000-500220	Retirement	17,610.00	17,610.00	1,202.16	14,883.29	2,726.71	84.52 %
001-519000-500230	Group Insurance	33,808.00	33,808.00	2,878.08	20,151.23	13,656.77	59.60 %
001-519000-500311	Advertisements	12,000.00	12,000.00	6,125.00	17,960.74	-5,960.74	149.67 %
001-519000-500315	Professional Services	40,000.00	40,000.00	15,691.37	64,952.96	-24,952.96	162.38 %
001-519000-500345	Contractual Services	40,200.00	40,200.00	6,961.76	31,070.70	9,129.30	77.29 %
001-519000-500349	Community Bus	160,216.00	160,216.00	16,518.04	110,441.15	49,774.85	68.93 %
001-519000-500451	Auto, Property & Liability Ins	134,800.00	134,800.00	0.00	129,134.66	5,665.34	95.80 %
001-519000-500452	Workers Compensation Insur	44,000.00	44,000.00	0.00	38,741.00	5,259.00	88.05 %
001-519000-500463	Service Maintenance Contracts	12,000.00	12,000.00	709.56	2,925.40	9,074.60	24.38 %
001-519000-500497	Contingency	100,000.00	79,629.00	0.00	1,200.84	78,428.16	1.51 %
001-519000-500506	Printing & Binding	18,500.00	18,500.00	13,952.57	31,544.04	-13,044.04	170.51 %
001-519000-500508	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-519000-500511	Computer Expense	91,575.00	91,575.00	16,543.00	124,147.08	-32,572.08	135.57 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500545	Training	500.00	500.00	0.00	0.00	500.00	0.00 %
001-519000-500550	Operating Expenses	23,000.00	23,000.00	30.00	31,472.94	-8,472.94	136.84 %
001-519000-500552	Recycling And Solid Waste Exp	30,000.00	30,000.00	3,207.48	7,939.59	22,060.41	26.47 %
001-519000-500640	Capital Outlay - Equip & Mach	0.00	30,340.00	0.00	30,340.19	-0.19	100.00 %
Department: 519000 - General Total:		936,635.00	946,885.00	100,086.05	809,451.18	137,433.82	85.49%
Department: 519100 - Tourism and Community Outreach							
001-519100-500311	Advertisements	34,700.00	34,700.00	25.00	6,996.68	27,703.32	20.16 %
001-519100-500315	Professional Services	91,500.00	91,500.00	3,031.23	31,115.94	60,384.06	34.01 %
001-519100-500345	Contractual Services	17,758.00	17,758.00	42.25	8,565.18	9,192.82	48.23 %
001-519100-500495	Special Events	9,400.00	9,400.00	1,115.00	5,138.80	4,261.20	54.67 %
001-519100-500506	Printing & Binding	15,275.00	15,275.00	4,601.50	5,736.38	9,538.62	37.55 %
001-519100-500540	Dues & Subscriptions	1,780.00	1,780.00	0.00	804.51	975.49	45.20 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	480.57	480.57	519.43	48.06 %
Department: 519100 - Tourism and Community Outreach Total:		171,413.00	171,413.00	9,295.55	58,838.06	112,574.94	34.33%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	5,666.12	62,611.93	17,388.07	78.26 %
001-521000-500345	Contractual Services	5,378,907.00	5,378,907.00	444,383.26	5,375,048.01	3,858.99	99.93 %
001-521000-500352	Contract Services	5,000.00	5,000.00	0.00	4,996.19	3.81	99.92 %
001-521000-500520	Bldg. Maintenance	1,500.00	1,500.00	0.00	429.00	1,071.00	28.60 %
001-521000-500550	Operating Expenses	5,000.00	5,000.00	0.00	3,410.97	1,589.03	68.22 %
001-521000-500640	Capital Outlay - Equip & Mach	2,200.00	2,200.00	0.00	2,375.00	-175.00	107.95 %
Department: 521000 - Police Department Total:		5,472,607.00	5,472,607.00	450,049.38	5,448,871.10	23,735.90	99.57%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	873,699.00	873,699.00	0.00	873,699.00	0.00	100.00 %
Department: 523000 - Emergency Medical Services Total:		873,699.00	873,699.00	0.00	873,699.00	0.00	100.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	272,842.00	272,842.00	19,831.77	217,731.74	55,110.26	79.80 %
001-524000-500140	Overtime Salaries	5,000.00	5,000.00	0.00	284.94	4,715.06	5.70 %
001-524000-500210	Employer Fica Taxes	21,255.00	21,255.00	1,494.29	16,281.88	4,973.12	76.60 %
001-524000-500220	Retirement	61,131.00	61,131.00	3,322.60	44,964.56	16,166.44	73.55 %
001-524000-500230	Group Insurance	74,259.00	74,259.00	170.87	30,927.52	43,331.48	41.65 %
001-524000-500315	Professional Services	66,500.00	66,500.00	17,190.01	64,697.16	1,802.84	97.29 %
001-524000-500345	Contractual Services	319,574.00	319,574.00	49,203.81	308,083.64	11,490.36	96.40 %
001-524000-500461	Vehicle Maintenance	250.00	250.00	0.00	85.88	164.12	34.35 %
001-524000-500462	Fuel	500.00	500.00	71.02	405.53	94.47	81.11 %
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	283.45	4,124.97	2,475.03	62.50 %
001-524000-500506	Printing & Binding	1,300.00	1,300.00	977.02	4,714.51	-3,414.51	362.65 %
001-524000-500508	Postage	5,000.00	5,000.00	0.00	289.26	4,710.74	5.79 %
001-524000-500510	Office Supplies	2,500.00	2,500.00	0.00	506.69	1,993.31	20.27 %
001-524000-500525	Uniform Expense	600.00	600.00	329.08	329.08	270.92	54.85 %
001-524000-500540	Dues & Subscriptions	3,300.00	3,300.00	837.00	837.00	2,463.00	25.36 %
001-524000-500545	Training	4,500.00	4,500.00	399.00	983.00	3,517.00	21.84 %
001-524000-500550	Operating Expenses	9,000.00	9,000.00	236.16	2,491.97	6,508.03	27.69 %
001-524000-500640	Capital Outlay - Equip & Mach	0.00	8,400.00	0.00	8,400.00	0.00	100.00 %
Department: 524000 - Development Services Total:		854,111.00	862,511.00	94,346.08	706,139.33	156,371.67	81.87%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	888,471.00	888,471.00	98,205.88	895,674.69	-7,203.69	100.81 %
001-541100-500140	Overtime Salaries	50,000.00	50,000.00	5,506.76	38,080.43	11,919.57	76.16 %
001-541100-500210	Employer Fica Taxes	71,793.00	71,793.00	7,901.55	70,984.56	808.44	98.87 %
001-541100-500220	Retirement	112,979.00	112,979.00	9,082.23	115,839.78	-2,860.78	102.53 %
001-541100-500230	Group Insurance	285,494.00	285,494.00	6,470.39	171,078.57	114,415.43	59.92 %
001-541100-500315	Professional Services	75,000.00	75,000.00	0.00	75,883.23	-883.23	101.18 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	838.52	10,071.87	3,928.13	71.94 %
001-541100-500345	Contractual Services	322,817.00	322,817.00	8,789.10	192,181.25	130,635.75	59.53 %
001-541100-500410	Communications	41,800.00	41,800.00	5,865.94	59,321.08	-17,521.08	141.92 %
001-541100-500430	Electric Service	48,000.00	48,000.00	9,673.58	50,612.56	-2,612.56	105.44 %
001-541100-500431	Water Service	160,000.00	160,000.00	16,249.59	176,972.27	-16,972.27	110.61 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	9,779.68	61,003.22	1,496.78	97.61 %
001-541100-500445	Equip Rent/lease	17,500.00	17,500.00	2,873.81	17,142.76	357.24	97.96 %
001-541100-500460	Equipment Maintenance	27,080.00	27,080.00	3,433.26	19,832.95	7,247.05	73.24 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	1,837.43	16,618.61	-2,618.61	118.70 %
001-541100-500462	Fuel	24,000.00	24,000.00	5,972.93	38,717.08	-14,717.08	161.32 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	5,278.47	32,922.64	-12,217.64	159.01 %
001-541100-500470	Radio Maintenance	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	50,000.00	50,000.00	0.00	12,455.63	37,544.37	24.91 %
001-541100-500508	Postage	250.00	250.00	0.00	88.21	161.79	35.28 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	661.98	661.98	1,088.02	37.83 %
001-541100-500520	Bldg. Maintenance	65,000.00	65,000.00	11,031.53	70,844.31	-5,844.31	108.99 %
001-541100-500525	Uniform Expense	12,000.00	12,000.00	6,257.27	23,368.42	-11,368.42	194.74 %
001-541100-500529	Street Light Maintenance	35,000.00	35,000.00	989.00	45,744.27	-10,744.27	130.70 %
001-541100-500530	Street Maint Repair Supply	85,000.00	85,000.00	27,095.06	51,166.89	33,833.11	60.20 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	4,425.31	46,698.89	3,301.11	93.40 %
001-541100-500532	Signs	12,500.00	12,500.00	1,500.24	10,819.33	1,680.67	86.55 %
001-541100-500534	Sidewalk Maint Repair	15,000.00	15,000.00	0.00	18,153.67	-3,153.67	121.02 %
001-541100-500535	Flags	2,500.00	2,500.00	0.00	694.20	1,805.80	27.77 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	510.00	3,295.00	-1,010.00	144.20 %
001-541100-500545	Training	6,000.00	6,000.00	1,255.33	5,087.66	912.34	84.79 %
001-541100-500547	Hurricane Expenditure	20,000.00	20,000.00	2,802.40	2,802.40	17,197.60	14.01 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	19,529.86	94,221.65	-24,221.65	134.60 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	12,524.50	48,844.50	1,155.50	97.69 %
001-541100-500640	Capital Outlay - Equip & Mach	6,000.00	6,000.00	0.00	11,777.66	-5,777.66	196.29 %
001-541100-500644	Capital Outlay-vehicles	39,263.00	39,263.00	3,096.61	42,230.06	-2,967.06	107.56 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,761,087.00	2,761,087.00	289,438.21	2,531,892.28	229,194.72	91.70%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 572000 - Recreation							
001-572000-500311	Advertisements	1,800.00	1,800.00	0.00	1,321.00	479.00	73.39 %
001-572000-500342	Senior Rec. Ctr. Contract	94,834.00	94,834.00	0.00	88,123.97	6,710.03	92.92 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	246,000.00	18,000.00	93.18 %
001-572000-500345	Contractual Services	11,000.00	11,000.00	0.00	4,000.00	7,000.00	36.36 %
001-572000-500347	Programs	8,000.00	8,000.00	850.00	5,545.00	2,455.00	69.31 %
001-572000-500430	Electric Service	600.00	600.00	126.53	657.07	-57.07	109.51 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	950.00	12,421.55	-4,421.55	155.27 %
001-572000-500469	Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
001-572000-500495	Special Events	105,000.00	105,000.00	1,315.25	91,770.46	13,229.54	87.40 %
001-572000-500510	Office Supplies	650.00	650.00	383.13	1,682.28	-1,032.28	258.81 %
001-572000-500520	Bldg. Maintenance	45,000.00	45,000.00	1,828.03	16,737.87	28,262.13	37.20 %
001-572000-500536	Sea Oats	12,000.00	12,000.00	0.00	1,670.00	10,330.00	13.92 %
001-572000-500550	Operating Expenses	112,000.00	112,000.00	16,131.67	75,446.56	36,553.44	67.36 %
001-572000-500640	Capital Outlay - Equipt & Mach	47,500.00	47,500.00	0.00	6,590.00	40,910.00	13.87 %
Department: 572000 - Recreation Total:		719,384.00	719,384.00	42,084.61	551,965.76	167,418.24	76.73%
Department: 581100 - Interfund Transfers							
001-581100-500910	Transfer To Cip Fund	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00%
Expense Total:		14,287,803.00	14,306,453.00	1,336,270.49	13,147,180.89	1,159,272.11	91.90%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-670,990.34	-199,474.57	-199,474.57	0.00%
Fund: 101 - Special Revenue-Police Conf							
Revenue							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund							
Revenue							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00 %
Department: 000000 - NonDesignated Total:		50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	808,183.00	808,183.00	215,384.66	2,023,784.12	1,215,601.12	250.41 %
102-302100-322105	Fire Plan Review Fees	16,500.00	16,500.00	2,171.75	21,856.13	5,356.13	132.46 %
Department: 302100 - Building Permit and Inpection Total:		824,683.00	824,683.00	217,556.41	2,045,640.25	1,220,957.25	248.05%
Revenue Total:		874,683.00	930,681.00	217,556.41	2,045,640.25	1,114,959.25	219.80%
Expense							
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,642.00	80,642.00	4,685.89	63,401.42	17,240.58	78.62 %
102-524100-500210	Employer Fica Taxes	6,170.00	6,170.00	412.08	5,361.88	808.12	86.90 %
102-524100-500220	Retirement	15,802.00	15,802.00	537.94	7,768.89	8,033.11	49.16 %
102-524100-500230	Group Insurance	22,069.00	22,069.00	510.91	11,404.09	10,664.91	51.67 %
102-524100-500315	Professional Services	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
102-524100-500402	Building Permit Services	650,000.00	650,000.00	436,532.67	1,333,823.87	-683,823.87	205.20 %
102-524100-500624	Capital Outlay-bldg. Improvem	0.00	55,998.00	0.00	0.00	55,998.00	0.00 %
Department: 524100 - Building Total:		874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Expense Total:		874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-225,123.08	623,880.10	623,880.10	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 103 - Sewer Fund							
Revenue							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00 %
Department: 000000 - NonDesignated Total:		200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30 %
Department: 304000 - Charges for Services Total:		1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83 %
Department: 306000 - Miscellaneous Revenues Total:		1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83%
Revenue Total:		1,394,936.00	1,394,936.00	208,627.03	1,304,343.83	-90,592.17	93.51%
Expense							
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	58,968.00	58,968.00	4,190.78	77,182.53	-18,214.53	130.89 %
103-535000-500140	Overtime Salaries	5,250.00	5,250.00	0.00	4,649.74	600.26	88.57 %
103-535000-500210	Employer Fica Taxes	4,913.00	4,913.00	319.21	6,283.78	-1,370.78	127.90 %
103-535000-500220	Retirement	10,422.00	10,422.00	1,036.85	12,111.56	-1,689.56	116.21 %
103-535000-500230	Group Insurance	8,773.00	8,773.00	390.97	5,409.94	3,363.06	61.67 %
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340	Sewer/wastewater	800,000.00	800,000.00	59,755.52	716,862.01	83,137.99	89.61 %
103-535000-500345	Contractual Services	18,000.00	18,000.00	1,944.13	14,854.95	3,145.05	82.53 %
103-535000-500430	Electric Service	24,000.00	24,000.00	3,393.39	17,524.07	6,475.93	73.02 %
103-535000-500431	Water Service	360.00	360.00	45.95	291.96	68.04	81.10 %
103-535000-500459	Sewer Line Maintenance	280,000.00	280,000.00	1,633.59	39,276.85	240,723.15	14.03 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	59.09	2,190.91	2.63 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,964.16	24,035.84	67.95 %
Department: 535000 - Sanitary Sewers Total:		1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Expense Total:		1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	135,916.64	358,873.19	358,873.19	0.00%
Fund: 115 - Fire Fund							
Revenue							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00 %
Department: 000000 - NonDesignated Total:		898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72 %
Department: 301050 - Fire Assessment Total:		1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18 %
Department: 304000 - Charges for Services Total:		33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	218.56	-781.44	21.86 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	0.00	218.56	-781.44	21.86%
Revenue Total:		1,945,755.00	1,964,755.00	0.00	1,065,663.33	-899,091.67	54.24%
Expense							
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315	Professional Services	69,500.00	69,500.00	2,418.20	59,352.80	10,147.20	85.40 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	0.00	8,200.00	200.00	97.62 %
115-522000-500345	Contractual Services	919,855.00	919,855.00	76,654.58	919,854.96	0.04	100.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
115-522000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	1,028.08	971.92	51.40 %
115-522000-500644	Capital Outlay-vehicles	918,000.00	937,000.00	0.00	18,603.08	918,396.92	1.99 %
115-522000-500912	Transfer To General Fund	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00 %
Department: 522000 - Fire Department Total:		1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Expense Total:		1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-84,572.78	36,624.41	36,624.41	0.00%
Fund: 300 - Capital Project Fund							
Revenue							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	406,337.00	2,651,506.00	0.00	0.00	-2,651,506.00	0.00 %
300-000000-380204	Appropriated From El Mar Reser	677,566.00	677,566.00	0.00	0.00	-677,566.00	0.00 %
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	0.00 %
Department: 000000 - NonDesignated Total:		2,733,903.00	4,979,072.00	0.00	0.00	-4,979,072.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00 %
Department: 303000 - Intergovernmental Revenues Total:		1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	0.00	551.81	-48.19	91.97 %
300-306000-361104	Palm Club Sewer Funding	0.00	300,000.00	0.00	300,000.00	0.00	100.00 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	300,600.00	0.00	300,551.81	-48.19	99.98%
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00 %
300-581100-381106	Transfer From Parking Fund	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		1,649,962.00	1,649,962.00	412,490.50	1,649,962.00	0.00	100.00%
Revenue Total:		6,053,309.00	8,598,478.00	412,490.50	5,288,202.81	-3,310,275.19	61.50%
Expense							
Department: 519000 - General							
300-519000-500120	Regular Salaries	24,591.00	24,591.00	2,346.15	27,551.00	-2,960.00	112.04 %
300-519000-500210	Employer Fica Taxes	1,882.00	1,882.00	179.48	2,107.90	-225.90	112.00 %
300-519000-500220	Retirement	7,134.00	7,134.00	710.65	8,806.66	-1,672.66	123.45 %
300-519000-500230	Group Insurance	6,136.00	6,136.00	328.84	4,389.85	1,746.15	71.54 %
300-519000-500640	Capital Outlay - Equip & Mach	125,000.00	125,000.00	2,415.00	79,175.15	45,824.85	63.34 %
Department: 519000 - General Total:		164,743.00	164,743.00	5,980.12	122,030.56	42,712.44	74.07%
Department: 519155 - A1A Hibiscus Crosswalk							
300-519155-500630	Cap Outlay Imp Other Than Bldg	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01 %
Department: 519155 - A1A Hibiscus Crosswalk Total:		0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
Department: 519162 - Town Hall Complex							
300-519162-500624	Capital Outlay-bldg. Improvemt	251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06 %
Department: 519162 - Town Hall Complex Total:		251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06%
Department: 545100 - Downtown Parking Reconfiguration							
300-545100-500630	Cap Outlay Imp Other Than Bldg	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14 %
Department: 545100 - Downtown Parking Reconfiguration Total:		350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
Department: 559025 - Bel Air - Sewall Repair - East							
300-559025-500630	Cap Outlay Imp Other Than Bldg	0.00	220,297.00	490.76	7,718.17	212,578.83	3.50 %
Department: 559025 - Bel Air - Sewall Repair - East Total:		0.00	220,297.00	490.76	7,718.17	212,578.83	3.50%
Department: 559026 - Canal Dredging							
300-559026-500630	Cap Outlay Imp Other Than Bldg	70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30 %
Department: 559026 - Canal Dredging Total:		70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30%
Department: 559027 - Storm Water Rate Study							
300-559027-500630	Cap Outlay Imp Other Than Bldg	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11 %
Department: 559027 - Storm Water Rate Study Total:		40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559028 - East Tradewinds Improvement						
300-559028-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51 %
Department: 559028 - East Tradewinds Improvement Total:	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36 %
Department: 572200 - Beach Renourishment Total:	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76 %
Department: 575201 - Pedestrian Amenities Total:	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76%
Department: 576129 - Palm Club Sewer						
300-576129-500630 Cap Outlay Imp Other Than Bldg	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46 %
Department: 576129 - Palm Club Sewer Total:	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46%
Department: 576135 - Street Project Codrington Drive						
300-576135-500629 Capital Outlay - Design/permit	0.00	64,225.00	10,058.99	64,224.90	0.10	100.00 %
300-576135-500630 Cap Outlay Imp Other Than Bldg	1,150,000.00	1,254,359.00	0.00	9,782.22	1,244,576.78	0.78 %
Department: 576135 - Street Project Codrington Drive Total:	1,150,000.00	1,318,584.00	10,058.99	74,007.12	1,244,576.88	5.61%
Department: 576136 - Street Proj.Bougain.Poinciana						
300-576136-500630 Cap Outlay Imp Other Than Bldg	0.00	240,000.00	0.00	0.00	240,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
Department: 577101 - Dog Park Pilot						
300-577101-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 577101 - Dog Park Pilot Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
Department: 579169 - Greenway-El Mar Drive						
300-579169-500630 Cap Outlay Imp Other Than Bldg	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11 %
Department: 579169 - Greenway-El Mar Drive Total:	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11%
Expense Total:	6,053,309.00	8,598,478.00	482,345.91	3,319,424.85	5,279,053.15	38.60%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96	0.00%
Fund: 310 - Parking Fund						
Revenue						
Department: 000000 - NonDesignated						
310-000000-380200 Appropriated Fund Balance	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00 %
Department: 000000 - NonDesignated Total:	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28 %
Department: 302000 - Licenses & Permits Total:	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	130,000.00	130,000.00	4,955.50	123,279.42	-6,720.58	94.83 %
310-304000-344520 Parking Agreements	65,331.00	65,331.00	0.00	78,913.00	13,582.00	120.79 %
310-304000-344551 South Ocean	185,000.00	185,000.00	14,542.94	267,178.00	82,178.00	144.42 %
310-304000-344552 Ocean Front Meters	290,000.00	290,000.00	36,360.36	430,884.38	140,884.38	148.58 %
310-304000-344553 Commercial Blvd. Meters	60,000.00	60,000.00	2,679.88	81,096.77	21,096.77	135.16 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	15,788.11	221,372.16	21,372.16	110.69 %
310-304000-344555 Palm Portal- Fdg	70,252.00	70,252.00	8,939.55	122,521.28	52,269.28	174.40 %
310-304000-344556 El Prado Parking Lot	400,000.00	400,000.00	40,918.54	600,376.92	200,376.92	150.09 %
310-304000-344558 Town Hall Parking Lot	25,000.00	25,000.00	2,050.39	33,707.74	8,707.74	134.83 %
310-304000-344559 El Mar Parking Lot	200,000.00	200,000.00	20,242.14	285,455.29	85,455.29	142.73 %
310-304000-344560 A1A Parking Lot	400,000.00	400,000.00	37,756.40	634,143.58	234,143.58	158.54 %
310-304000-344563 Bougainvillea/ Poinciana	125,000.00	125,000.00	12,068.12	198,432.88	73,432.88	158.75 %
Department: 304000 - Charges for Services Total:	2,150,583.00	2,150,583.00	196,301.93	3,077,361.42	926,778.42	143.09%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45 %
Department: 305000 - Fines & Forfeitures Total:	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	996.90	-3.10	99.69 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	4,297,862.00	199,007.18	3,248,926.96	-1,048,935.04	75.59%
Expense						
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	190,793.00	190,793.00	19,924.51	197,922.32	-7,129.32	103.74 %
310-545000-500140 Overtime Salaries	3,300.00	3,300.00	866.07	3,446.79	-146.79	104.45 %
310-545000-500210 Employer Fica Taxes	14,848.00	14,848.00	1,310.20	12,478.74	2,369.26	84.04 %
310-545000-500220 Retirement	32,048.00	32,048.00	2,210.29	26,024.21	6,023.79	81.20 %
310-545000-500230 Group Insurance	68,531.00	68,531.00	0.00	31,072.86	37,458.14	45.34 %
310-545000-500345 Contractual Services	350,818.00	350,818.00	41,735.45	405,276.67	-54,458.67	115.52 %
310-545000-500353 Parking Alternatives	294,000.00	294,000.00	12,353.75	265,024.59	28,975.41	90.14 %
310-545000-500410 Communications	2,400.00	2,400.00	148.28	1,383.83	1,016.17	57.66 %
310-545000-500430 Electric Service	5,280.00	5,280.00	1,151.17	6,603.26	-1,323.26	125.06 %
310-545000-500431 Water Service	23,004.00	23,004.00	920.42	17,246.36	5,757.64	74.97 %
310-545000-500445 Equip Rent/lease	0.00	0.00	-8,781.96	0.00	0.00	0.00 %
310-545000-500461 Vehicle Maintenance	5,000.00	5,000.00	0.00	763.43	4,236.57	15.27 %
310-545000-500462 Fuel	10,000.00	10,000.00	1,858.32	7,904.85	2,095.15	79.05 %
310-545000-500463 Service Maintenance Contracts	30,200.00	30,200.00	0.00	26,730.00	3,470.00	88.51 %
310-545000-500497 Contingency	10,000.00	7,310.00	0.00	0.00	7,310.00	0.00 %
310-545000-500506 Printing & Binding	7,900.00	7,900.00	243.00	7,830.16	69.84	99.12 %
310-545000-500508 Postage	2,000.00	2,000.00	42.32	1,299.44	700.56	64.97 %
310-545000-500510 Office Supplies	1,000.00	1,000.00	627.71	776.35	223.65	77.64 %
310-545000-500525 Uniform Expense	3,000.00	3,000.00	314.66	2,338.62	661.38	77.95 %
310-545000-500532 Signs	10,000.00	10,000.00	140.40	9,985.98	14.02	99.86 %
310-545000-500533 Parking Meter Parts-supplies	30,750.00	30,750.00	0.00	10,621.45	20,128.55	34.54 %
310-545000-500545 Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550 Operating Expenses	26,610.00	26,610.00	740.11	26,950.74	-340.74	101.28 %
310-545000-500629 Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630 Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640 Capital Outlay - Equipt & Mach	0.00	46,790.00	0.00	44,077.99	2,712.01	94.20 %
310-545000-500644 Capital Outlay-vehicles	58,101.00	14,001.00	9,580.32	11,740.32	2,260.68	83.85 %
Department: 545000 - Parking Operations Total:	1,185,583.00	1,185,583.00	85,385.02	1,117,498.96	68,084.04	94.26%
Department: 545152 - Land Acquisitions						
310-545152-500611 Land Acquisition	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00 %
Department: 545152 - Land Acquisitions Total:	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00%
Department: 581100 - Interfund Transfers						
310-581100-500910 Transfer To CIP Fund	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00%
Expense Total:	2,294,883.00	4,297,862.00	2,365,689.27	4,229,778.21	68,083.79	98.42%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25	0.00%
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
000000 - NonDesignated	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
301000 - Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29%
301100 - Utility Taxes	1,083,100.00	1,083,100.00	233,448.99	1,164,908.04	81,808.04	107.55%
301600 - Franchise Taxes	800,200.00	800,200.00	176,983.53	857,363.12	57,163.12	107.14%
302000 - Licenses & Permits	129,500.00	131,480.00	1,860.95	179,102.55	47,622.55	136.22%
303000 - Intergovernmental Revenues	1,262,595.00	1,279,265.00	221,672.99	1,347,868.20	68,603.20	105.36%
304000 - Charges for Services	7,650.00	7,650.00	180.00	13,660.00	6,010.00	178.56%
305000 - Fines & Forfeitures	60,000.00	60,000.00	5,549.29	40,206.18	-19,793.82	67.01%
306000 - Miscellaneous Revenues	237,683.00	237,683.00	19,904.42	210,382.36	-27,300.64	88.51%
581100 - Interfund Transfers	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00%
Revenue Total:	14,287,803.00	14,306,453.00	665,280.15	12,947,706.32	-1,358,746.68	90.50%
Expense						
511000 - Commission	233,275.00	233,275.00	16,710.72	178,149.37	55,125.63	76.37%
511100 - Donation-Non Profits	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
511200 - Visitor Center	104,441.00	104,441.00	10,699.86	55,206.07	49,234.93	52.86%
513000 - Administration	1,131,230.00	1,131,230.00	108,713.22	981,687.34	149,542.66	86.78%
514000 - Town Attorney	426,000.00	426,000.00	79,681.31	360,360.40	65,639.60	84.59%
519000 - General	936,635.00	946,885.00	100,086.05	809,451.18	137,433.82	85.49%
519100 - Tourism and Community Outreach	171,413.00	171,413.00	9,295.55	58,838.06	112,574.94	34.33%
521000 - Police Department	5,472,607.00	5,472,607.00	450,049.38	5,448,871.10	23,735.90	99.57%
523000 - Emergency Medical Services	873,699.00	873,699.00	0.00	873,699.00	0.00	100.00%
524000 - Development Services	854,111.00	862,511.00	94,346.08	706,139.33	156,371.67	81.87%
541100 - Mun Svsc - Public Works Div	2,761,087.00	2,761,087.00	289,438.21	2,531,892.28	229,194.72	91.70%
572000 - Recreation	719,384.00	719,384.00	42,084.61	551,965.76	167,418.24	76.73%
581100 - Interfund Transfers	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00%
Expense Total:	14,287,803.00	14,306,453.00	1,336,270.49	13,147,180.89	1,159,272.11	91.90%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-670,990.34	-199,474.57	-199,474.57	0.00%
Fund: 101 - Special Revenue-Police Conf						
Revenue						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund						
Revenue						
000000 - NonDesignated	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
302100 - Building Permit and Inspection	824,683.00	824,683.00	217,556.41	2,045,640.25	1,220,957.25	248.05%
Revenue Total:	874,683.00	930,681.00	217,556.41	2,045,640.25	1,114,959.25	219.80%
Expense						
524100 - Building	874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Expense Total:	874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-225,123.08	623,880.10	623,880.10	0.00%
Fund: 103 - Sewer Fund						
Revenue						
000000 - NonDesignated	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
304000 - Charges for Services	1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30%
306000 - Miscellaneous Revenues	1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83%
Revenue Total:	1,394,936.00	1,394,936.00	208,627.03	1,304,343.83	-90,592.17	93.51%
Expense						
535000 - Sanitary Sewers	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Expense Total:	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	135,916.64	358,873.19	358,873.19	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 115 - Fire Fund						
Revenue						
000000 - NonDesignated	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
301050 - Fire Assessment	1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72%
304000 - Charges for Services	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	218.56	-781.44	21.86%
Revenue Total:	1,945,755.00	1,964,755.00	0.00	1,065,663.33	-899,091.67	54.24%
Expense						
522000 - Fire Department	1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Expense Total:	1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-84,572.78	36,624.41	36,624.41	0.00%
Fund: 300 - Capital Project Fund						
Revenue						
000000 - NonDesignated	2,733,903.00	4,979,072.00	0.00	0.00	-4,979,072.00	0.00%
303000 - Intergovernmental Revenues	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
306000 - Miscellaneous Revenues	600.00	300,600.00	0.00	300,551.81	-48.19	99.98%
581100 - Interfund Transfers	1,649,962.00	1,649,962.00	412,490.50	1,649,962.00	0.00	100.00%
Revenue Total:	6,053,309.00	8,598,478.00	412,490.50	5,288,202.81	-3,310,275.19	61.50%
Expense						
519000 - General	164,743.00	164,743.00	5,980.12	122,030.56	42,712.44	74.07%
519155 - A1A Hibiscus Crosswalk	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
519162 - Town Hall Complex	251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06%
545100 - Downtown Parking Reconfiguration	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
559025 - Bel Air - Sewall Repair - East	0.00	220,297.00	490.76	7,718.17	212,578.83	3.50%
559026 - Canal Dredging	70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30%
559027 - Storm Water Rate Study	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%
559028 - East Tradewinds Improvement	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51%
572200 - Beach Renourishment	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
575201 - Pedestrian Amenities	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76%
576129 - Palm Club Sewer	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46%
576135 - Street Project Codrington Drive	1,150,000.00	1,318,584.00	10,058.99	74,007.12	1,244,576.88	5.61%
576136 - Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
577101 - Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
579169 - Greenway-El Mar Drive	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11%
Expense Total:	6,053,309.00	8,598,478.00	482,345.91	3,319,424.85	5,279,053.15	38.60%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96	0.00%
Fund: 310 - Parking Fund						
Revenue						
000000 - NonDesignated	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00%
302000 - Licenses & Permits	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
304000 - Charges for Services	2,150,583.00	2,150,583.00	196,301.93	3,077,361.42	926,778.42	143.09%
305000 - Fines & Forfeitures	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	4,297,862.00	199,007.18	3,248,926.96	-1,048,935.04	75.59%
Expense						
545000 - Parking Operations	1,185,583.00	1,185,583.00	85,385.02	1,117,498.96	68,084.04	94.26%
545152 - Land Acquisitions	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00%
581100 - Interfund Transfers	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00%
Expense Total:	2,294,883.00	4,297,862.00	2,365,689.27	4,229,778.21	68,083.79	98.42%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25	0.00%
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15	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	-670,990.34	-199,474.57	-199,474.57
101 - Special Revenue-Police Conf	0.00	0.00	0.00	1,070.31	1,070.31
102 - Building Fund	0.00	0.00	-225,123.08	623,880.10	623,880.10
103 - Sewer Fund	0.00	0.00	135,916.64	358,873.19	358,873.19
115 - Fire Fund	0.00	0.00	-84,572.78	36,624.41	36,624.41
300 - Capital Project Fund	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96
310 - Parking Fund	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September30,
2022

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 9/30/2022	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	6,217,579.21	0.02%	52.36	965.82
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		52.36	965.82
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	175,494.52	2.61%	376.19	1,481.46
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	85,143.93	2.61%	182.50	718.75
GENERAL FUND						SBA SUBTOTAL		558.69	2,200.21
GENERAL FUND						GRAND TOTAL		611.05	3,166.03
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,439.74	0.02%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,770,979.51	0.02%	20.08	150.68
SEWER FUND						TOTAL		20.08	150.68
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,749,565.11	0.02%	18.52	173.36
FIRE FUND						GRAND TOTAL		18.52	173.36
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	5,767,281.60	0.02%	65.44	440.07
CAPITAL IMPROVEMENT FUND						TOTAL		65.44	440.07
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	6,060,133.11	0.02%	109.01	787.18
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.02%	1.52	10.83
PARKING FUND						TOTAL		110.53	798.01
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,031,129.83	0.02%	10.54	40.82
BUILDING FUND						TOTAL		10.54	40.82
ALL FUNDS						GRAND TOTAL		836.16	4,768.97

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September30,
2022

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		25,260,979.11	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		260,638.45	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		25,521,617.56	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	8,978,217.66	35%
	Police Fund	15,439.74	0%
	Sewer Fund	1,770,979.51	7%
	Fire Fund	1,749,565.11	7%
	Building Fund	1,031,129.83	4%
	Capital Improvement Fund	5,767,281.60	23%
	Parking Fund	6,209,004.11	24%
GRAND TOTAL		25,521,617.56	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	25,260,979.11	99%
	Florida Prime/State Board of Admin.	260,638.45	1%
GRAND TOTAL		25,521,617.56	100%



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: Q3 2022 Visitor Center Report

Explanation: The Town began managing the operations of the Visitor Center in January 2022 and this is our second quarterly report to the Commission with insights and information regarding the Visitor Center's operation. We will also provide data to improve the value of the Visitor Center to our residents, visitors, Chamber, and businesses.

International and Domestic Travelers:

The third quarter brought many guests from the US, Canada, Europe, South America and the Middle East. The Center welcomed 8 Canadians, 4 from Germany, 4 from the UK, 4 from Brazil, 2 from Israel, 2 from Chile and one each from Uruguay and Sweden.

Domestically, visitors primarily were from New York, New Jersey, Michigan, Ohio, Kansas, Massachusetts, Connecticut, North Carolina, and Oregon. We also have many locals who stop in to browse or pick up publications like *The New Pelican*, *Le Courier* and *The Florida Sun* German version.

Part-Time and Volunteer Staff

The two part-time staff and four volunteers supported the guests, special projects and Town events this quarter. Of the total hours worked, 12.6% were volunteer hours and the balance of 87.3% were PT staff hours.

Q3 2022	Part-Time Hours	Volunteer Hours	Total Hours
	352.5	51	403.5

Visitor Center Quarterly Insights:

As we expected, 3rd quarter had fewer guests than 2nd quarter. With the slower traffic, the Staff took the opportunity to clean, organize and prepare for the upcoming "season." With permission of the Chamber, the Staff organized the Chamber storage area and donated items they no longer needed.

The Staff also “took to the streets” to update the new businesses for our Visitor Center landing page on discoverlbt.com, and for an updated walking brochure and buoy maps. There are several new businesses in Town and it was productive time to make introductions and town businesses of the Visitor Center, as well as collect business cards and promotional brochures to promote at the Center. The Staff is also creating a flyer to provide businesses with creative ideas to promote their business by offering discounts, coupons that can be displayed/distributed in the Visitor Center.

Other key activities the Staff supported or accomplished:

- **The Staff continues to promote** the Visitor Center via our tourism-facing Facebook and Instagram pages with pictures of photos of guests in the Big Chair and in the Center.
- **Town Topics:** Distributed the summer issue of Town Topics to residents and businesses.
- **Volunteer Recruitment:** an additional two volunteers were on-boarded in advance of season.
- **Visitor Bags:** We now use an eco-friendly stamp and handled bags for visitors for their tourism brochures.
- **Tours:** The Visitor Center had many inquiries regarding boat tours, bike trails and water sports. The Staff created “brochures” for each category and they have been very well received by guests. These lists of businesses were also shared with the Chamber for their recruitment efforts.
- **Staff referred** several other businesses to the Chamber, of which we know two have joined.
- **Bug Fest:** Assisted with the compilation of diver goodie bags, and with registration and weigh in stations.
- **Database:** The Staff continues to add to our database using the guests’ information from the sign in sheets. They will begin to send a “thank you” email to guests and invite them to write a review on TripAdvisor.
- **Boo! By the Sea:** To further the Center’s awareness, Host Kym Miranda recruited the businesses to participate and the staff and volunteers also assisted at the event.

Daily Visitor Tally:

Staff tallies each visitor, and the report provides daily and weekly numbers of visitors for better future scheduling and comparison which will help us with staffing and brochure fulfillment **Exhibit 1.**

As with seasonality, 3rd quarter visitors did decline and we fully expect an increase with 4th quarter.

The Center closed for three days in August and then five days in September for rescheduling of the fumigation which contributed to the lower visitor count.

3rd Quarter 2022 Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		10	33			61	13	7
8	42		39	31			120	13	9
28	20		24	7			79	15	10
18	22		25	14			79	12	16
28	16		10	7			61	6	6
92	108		108	92			400	59	48

Also “How did you hear about us?” will help us grow areas and expand our reach. The quarterly total is included below and the information divided by the month is highlighted in **Exhibit 2**.

Q3 2022	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	223	148	19.59%	33.11%	12.84%	16.22%	22.97%	6.08%

DiscoverLBTS.com

The table below shows top five most popular landing pages on Discoverlbts.com, with a quarter over quarter view:

Landing Page	Q1 22	Q2 22	Q3 22
	Jan-Mar	Apr-Jun	Jul-Sep
Hotels	2433	1332	1150
Restaurants	2166	1782	1345
Diving/Snorkeling	2144	2388	2536
Beaches/Parks	1106	1071	906
Getting Around	994	850	630

Hotel Inquiry Form

The inquiry form on our STAY page on discoverlbts.com is still receiving submissions that we forward to our local hoteliers. While Q3 numbers have slowed, we expect this direct access to our lodging partners to gain a great deal of traction in upcoming quarters.

Q1 22	Q2 22	Q3 22
Jan-Mar	Apr-Jun	Jul-Sep
56	17	13

As we move through fourth quarter and more European and Canadian visitors are returning, we are encouraged knowing that Visitor Center will be enhancing many visitors' vacations to the area.

Attachments Exhibit 1: Q2 Weekly Walk-in Talley
Exhibit 2: Q2 How Did You Hear About Us

LAUDERDALE-BY-THE-SEA Visitor Center
3rd Quarter 2022 Walk In Report

Jul-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
0	0		0	19			19	5	
0	14		15	6			35	4	
10	10		7	6			33	12	3
5	5		10	5			25	8	8
18	5		10	7			40	6	6
33	34		42	43			152	35	17
Aug-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		6	7			31	7	5
8	21		8	15			52	7	9
12	8		6	1			27	2	4
5	7		0	5			17	3	4
10	11		0				21	0	0
45	55		20	28			148	19	22
Sep-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
0	0		4	7			11	1	2
0	7		16	10			33	2	0
6	2		11	0			19	1	3
8	10		15	4			37	1	4
0	0		0	0			0		
14	19		46	21			100	5	9
3rd Quarter 2022 Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		10	33			61	13	7
8	42		39	31			120	13	9
28	20		24	7			79	15	10
18	22		25	14			79	12	16
28	16		10	7			61	6	6
92	108		108	92			400	59	48

How Did You Hear About Us?

7/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	68	49	44.90%	26.53%	6.12%	22.45%	28.57%	6.12%

8/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	55	55	10.91%	40.00%	12.73%	16.36%	23.64%	0.00%

9/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	100	44	2.27%	31.82%	20.45%	9.09%	15.91%	13.64%

Q3 2022	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	223	148	19.59%	33.11%	12.84%	16.22%	22.97%	6.08%



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

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 Town Commission Meeting Minutes for the following:

- October 6, 2022 2nd Budget Hearing
- October 25, 2022 Regular Town Commission Meeting
- November 15, 2022 Regular Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 10-6-22 2nd Budget Hearing Minutes

Ex. 2 10-25-22 Regular Town Commission Meeting Minutes

Ex. 3 11-15-22 Regular Town Commission Meeting Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, October 6, 2022
5:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 5:38 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE

3. RESOLUTIONS

- a. **Resolution 2022-44 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL TOWN AD VALOREM TAX MILLAGE RATE AT 3.3923 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 9.39% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.1012 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2022 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that since the first public hearing at which the millage rate was presented, she has spoken to other Town residents who are appreciative that the rate may remain the same.

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

Director of Budget and Finance Lucila Lang advised that the Town's final millage rate and budget for fiscal year (FY) 2023 will be adopted at tonight's meeting. At the first budget hearing of September 14, 2022, Staff and the Town Manager presented a budget based on the proposed millage rate of 3.5000; however, at that meeting, the Commission opted to proceed with a millage rate of 3.3923. Staff has adjusted the budget to accommodate this new rate.

The amended millage rate represents a reduction in the Town's budget from \$10,112,946 to \$9,801,757. A transfer from the Parking Fund to capital projects in the previous budget has now been amended to a transfer into the General Fund. The appropriated Fund Balance of \$471,153 has increased to \$477,342. A \$300,000 capital projects line item addressing road paving and refurbishment has been removed from FY 2023 and will be reconsidered in a future year. The final adjustment was reducing the funds for roof replacement from \$350,000 to \$345,000.

Town Manager Linda Connors thanked Staff for their assistance in rescheduling tonight's budget hearing, which was postponed from the previous week due to Hurricane Ian.

Commissioner Oldaker commented that he remained supportive of the originally proposed 3.5000 millage rate. He pointed out that the Town will be using its Parking Fund to subsidize the General Fund under the 3.3923 millage rate, which will prevent the Parking Fund from operating in the manner in which it had been originally intended, which was to fund special pedestrian projects and parking upgrades. He did not feel the Parking Fund would remain sustainable if this use continued in future years.

Vice Mayor Malkoon recalled that at the first budget hearing, he had made a motion to use reserve funds toward balancing the budget until Staff could revisit the document and make changes. He emphasized that this was only intended for the time period prior to tonight's meeting.

Vice Mayor Malkoon noted that the proposed budget includes a capital project for the playground, and asked how the figure of \$700,000 had been determined. Deputy Town Manager/Public Works Director Ken Rubach replied that Staff had secured quotes for these improvements two years ago. Vice Mayor Malkoon requested additional information on how the \$700,000 figure was determined.

Deputy Town Manager/Public Works Director Rubach advised that the funds would go toward improving the play surface, as well as the addition of shade structures. He added that as the project moves forward, Staff will seek to hear resident input on the type of play

equipment they would like to see. The current equipment is up to 15 years old. The current surface is not compliant with the requirements of the Americans with Disabilities Act (ADA).

Mayor Vincent briefly addressed the Parking Fund, stating that these dollars were never restricted. He described them as no different from the Town's proprietary Utility Fund, as parking funds have always gone into the general budget.

Vice Mayor Malkoon made a motion, seconded by Commissioner Strauss, to approve Resolution 2022-44. Motion carried 3-2 (Commissioners Oldaker and Pouloupoulos dissenting).

b. Resolution 2022-43 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED FINAL TOWN BUDGET FOR THE 2022/2023 FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she had hoped to hear discussion of the potential budget cuts the Commissioners might have recommended.

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

Director of Budget and Finance Lang reviewed the reduction in ad valorem taxes once more, as well as the transfer of Parking Fund dollars to the General Fund rather than to capital projects and the appropriated Fund Balance. She reiterated that a \$300,000 capital project for road repaving and refurbishment was removed from the proposed budget and will be reconsidered in a future year. The roof replacement project was also reduced by \$5000.

Commissioner Oldaker noted that while the Parking Fund is not a restricted fund, the Town has only recently chosen to use its dollars to add to the General Fund, beginning approximately three years ago. He was concerned with continuing this practice, as it had not been the original intent of that fund.

Commissioner Oldaker made a motion, seconded by Vice Mayor Malkoon, to approve Resolution 2022-43. Motion carried 5-0.

Mayor Vincent recalled that the Commission had addressed some of the potential changes to the budget at the September 14, 2022 meeting, prior to that vote. They had also indicated that additional changes could be made to the budget in the future.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:07 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 25, 2022
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:35 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Fred Powell III gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Dune Master Plan

Assistant to the Town Manager Courtney Easley introduced Laura Shepard, representing Moffat & Nichol, who gave a presentation on the Town’s Dune Master Plan. This Plan was developed after a previous dune program was put on hold due to concerns from Broward County and the Florida Department of Environmental Protection (DEP) regarding dune heights. A dune inventory was conducted, as well as a vegetation assessment, and Moffat & Nichol met with the appropriate agencies before preparing the Dune Master Plan.

One key factor in dune preservation is the dunes' habitat for nesting turtles. The Town's segment of the beach, which is shared with the city of Pompano Beach, sees approximately 450 turtle nests each year. This beach also supports tourism for the Town, and the dunes provide a level of protection from erosion during storm events.

One concern raised by Broward County with regard to reducing the height of the dunes was that this reduction could impact their health and protective value, making upland properties more vulnerable. A wave height analysis was conducted, which was similar to the analyses conducted by the Federal Emergency Management Administration (FEMA). This showed a dune crest height of +12 ft. North American Vertical Datum (NAVD) would be ideal to maintain. This height was checked against the U.S. Army Corps of Engineers' dune crest template for consistency and was determined to be the target minimum height.

Part of the study included segmenting the Town's beach into three different types of dunes. The first type is new dunes, which would be planned for areas where there are no existing dunes or vegetation on the beach. The Town may work with residents to increase protective value in these areas by encouraging the development of dunes. The Town would plant existing areas with up to five plant species, including grasses and flowering plants. These dunes would ideally be 20 ft. wide or greater. Beach access would be proposed at angles in order to prevent windblown sand or water rushing through to riparian properties.

Another type of dune is public dunes, which are adjacent to publicly owned properties. There are relatively few of these properties in the Town, but they allow for more robust growth. These would be maintained to provide public access and clearances for vehicles. Where native vegetation exists, it would be maintained, and invasive species would be removed. Foot traffic on the dune itself would be discouraged to prevent erosion, and the number of access points would be limited.

The third type consists of existing private dunes, which have robust and diverse ecosystems. Pockets of invasive species would be removed, and these dunes could be roped off to discourage pedestrian erosion or footpaths. Access points would be angled to lessen water intrusion.

Some residents have expressed interest in reducing the height of nearby dunes. DEP has stated that the previous mechanism for this process, which required field permits to be issued on a case-by-case basis, may continue. A DEP representative visits the site and can write a field permit for the work. The only caveats in this case are the 12 ft.

minimum height for the dune, which must be maintained, and frequency, as dunes may only be reduced once every five years. More frequent reduction would disturb the dunes' vegetation, which helps to stabilize the feature. Some of the vegetation to be encouraged includes flowering species, which can attract butterflies, birds, and other native fauna.

Once species are planted, they will require irrigation until they are established, which typically takes up to six months. While this is commonly done by hand or watering truck, very large areas can also accommodate a temporary irrigation system.

The Town and DEP also discussed potential long-term solutions, such as a beach management agreement. The agreement would list all activities to be undertaken on the beach, including concessions, special events, and dune management. The Town may wish to consider this type of agreement over the long term. Dune management events such as planting would occur outside of turtle nesting season in order to ensure no nests are affected.

Next steps include compiling a list of riparian property owners who may wish to build dunes, reaching out to property owners who already have dunes, and speaking with owners who have expressed interest in reducing the height of their nearby dunes. Dunes would also be inspected on a biannual basis to ensure invasive species are removed and the dunes are being properly maintained.

Commissioner Oldaker requested a comparison of the Town's dunes with the West Coast of Florida, which was recently impacted by Hurricane Ian. Ms. Shepard replied that this varies between areas. Most deep dunes remained intact following the storm, although those communities were affected by flooding due to significant storm surge.

Commissioner Oldaker also asked for information on why some owners do not want dunes in front of their properties. Ms. Shepard replied that dunes can affect owners' views. For this reason, different types of vegetation are used in dunes, ranging from flowering species to flora that can grow to significant height.

Commissioner Oldaker asked for more information on the difference between regulated dunes and private dunes. Ms. Shepard advised that the erosion control line is typically the seaward limit between private and public riparian property lines.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report for 10-25-22

Town Manager Linda Connors reported that the Town has purchased automated external defibrillators, which will be available in all buildings in case of emergency. The Chamber of Commerce has partnered with Imperial Point Medical Center to hold a Health Fair on Saturday, February 4, 2023, and is requesting partnership with the Town as well. This will be an Agenda Item in December 2022 for additional discussion. The Town's annual Boo-By-The-Sea event is scheduled for Saturday, October 29, 2022.

Town Manager Connors reminded all present that Tuesday, November 8, 2022 is Election Day. The Commission meeting that week will be held on Wednesday, November 9.

Broward Sheriff's Office (BSO) Captain Tom Palmer has organized a Shred-a-thon to be held on January 14, 2023 at Assumption Catholic Church. Additional information will be available on the Town's website and on social media.

The Town's policy in the past has been to charge for the Staff time involved in fulfilling public records requests; however, this policy has not been followed consistently, as some requests require more time than others. Florida Statutes outline how the Town may charge for this time. Town Manager Connors explained that she wished to clarify to the Commission that this policy exists and is consistent with Florida Statutes. She recommended that the fee be charged for public records requests which take more than 15 minutes of Staff time. Mayor Vincent stated that he was in agreement with this policy.

Town Manager Connors concluded that a Special Magistrate meeting is scheduled for October 27, 2022. The next regular Commission meeting will be November 9, which is the only meeting scheduled for that month. Notice of the change will be on the Town's website, posted at Town Hall, and included in social media and an email blast.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. Renewal of Town Contracts

Special Events and Marketing Manager Debbie Hime advised that the two contracts presented were entered into in 2021 and are up for renewal. They include a contract for the webmaster and one for drone/video services for Town events.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Nuisance Code Compliance Properties

At this time Mayor Vincent opened public comment.

Sharon Kaplan, resident, advised that she is a neighbor of a nuisance property at 4326 N. Ocean Drive. She and other neighbors have requested help with a bee problem on the neglected property, which the owner refuses to address. This constitutes a danger to neighboring properties, as bees swarm to their lights. There are also other aesthetic and safety issues on the nuisance property. She asked for assistance in resolving this situation, which has gone on for years.

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

Development Services Director Jhanelle Campbell stated that Staff proposes to proceed with special Code Compliance measures on three properties within the Town, as they have been unable to secure compliance on several life safety violations through regular Code Compliance measures. The subject properties are located at 4326 N. Ocean Drive, 2036 Coco Palm Place, and 230 Pine Avenue. The actions Staff is requesting will incur costs to the Town.

Development Services Director Campbell continued that 4326 N. Ocean Drive is a four-unit property purchased by the owner in 2003 and is not homesteaded. The property has been vacant since at least 2016, with no active business tax receipt (BTR) since 2004. It has been delinquent in taxes for two years, and two years' worth of tax certificates in the amount of \$26,137.78 have been issued.

Staff considers the property to have been abandoned, as their last communication with the owner occurred in August 2022. An additional warning was issued by Broward County regarding "hatracked" trees on the property; however, no action has been taken to address this violation. Thus far, the property has accrued roughly \$800,000 in fines at a rate of \$700/day. Bees have infested the building, creating a life safety issue for adjacent and nearby properties as well as for pedestrians.

The Town's Fire Marshal and Building Official visited the property to conduct an exterior inspection. Because bees have infiltrated the structure of the property, the Building Official recommends that the case be taken before the Unsafe Structures Board to recommend demolition. This case will go before the Special Magistrate with a request to proceed with foreclosure on the property. An additional option would be to file a complaint in court and have the property declared a public nuisance, which would grant the Town authority to enter the premises and address the existing violations. There would be costs associated with this process, which would be levied against the property as a lien.

Mayor Vincent asked if Staff is aware of any vagrancy on the subject property. Development Services Director Campbell replied that there have been no reports of vagrants on the premises. Staff requests permission to take this case before the Unsafe Structures Board, as well as to ask the Special Magistrate for permission to proceed with foreclosure and file a complaint in circuit court to have the property declared a public nuisance.

Alan Gabriel, representing the Town Attorney's Office of Weiss Serota Helfman Cole & Bierman, explained that he serves as the Town's prosecutor with the Special

Magistrate's Office. He advised that the subject property's fines continue to accrue at \$700/day. No title search has been conducted thus far for the property. Should the Commission authorize counsel to proceed, a title search would be made to determine the entity with legal rights to the property.

Attorney Gabriel continued that the foreclosure process requires the property to be brought before the Special Magistrate, who determines the following:

- Liens have been filed against the subject property for at least three months
- The property is not homesteaded

All the properties before the Commission tonight meet these two criteria. Attorney Gabriel stated that should the Town authorize counsel to proceed, they will request permission at the Special Magistrate hearing scheduled for October 27, 2022.

Commissioner Strauss emphasized that the issue at stake is one of life safety rather than simple foreclosure with liens. The bee issue has been a problem on the subject property for over a year. Attorney Gabriel further clarified that the property owner has been cooperative in the past, but cannot be found at this time. Any efforts to address the bee problem occurred a significant time ago. The Town has tried to respond to the property's neighbors and address the issue, but the property owner has not acted to remove the bees.

Commissioner Strauss asked if pursuit of foreclosure would mean the Town becomes responsible for the property's tax liens. Attorney Gabriel replied that a title search would identify each party with an interest in the property, including the holders of liens. The Town's Code lien may not have priority, and any other entities with liens would be notified during the foreclosure process.

Development Services Director Campbell added that she has requested that the site be evaluated by an expert to determine the best way forward. She noted that the property owner's efforts to eliminate the bees have been minor.

Acting Town Attorney White advised that the Commission is asked to provide policy direction to Staff and counsel regarding necessary action before the Special Magistrate and the Unsafe Structures Board, or filing a nuisance report. It was determined that the Commission would hear updates on the situation at subsequent meetings.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to proceed with either a nuisance claim, foreclosure, or the Unsafe Structures Board as may be required for 4326 N. Ocean Drive. Motion carried 5-0.

Mayor Vincent strongly emphasized that this issue should be a top priority for Staff due to its importance to public safety.

Development Services Director Campbell continued that the second nuisance property to be addressed is 230 Pine Avenue, which is a single-family home purchased in March 2021 by 827 NW 114 Street, LLC. The property is not homesteaded. Broward County tax records show a tax certificate was issued in 2021, which means the property has been delinquent in taxes for one year. To date, over \$150,000 in fines have accrued on the property and continue to do so at a rate of \$400/day.

The property was previously cited for failure to maintain, and the Town has spent \$200,000 to abate its nuisance violations. These violations have since recurred, along with new violations, such as a strangler fig tree on the property that has a severe bee infestation. There is also an additional violation for trash and litter on the property. These three new violations are scheduled to go before the Special Magistrate on October 27.

The Building Official visited the property on October 14 for an exterior inspection and does not recommend referral of the property to the Unsafe Structures Board. Staff has contacted Broward County's Resilient Environment Department for evaluation of the tree; however, the tree is a native species and must be preserved, which means the recommendation is for mitigation of the bees. Staff has also requested that an expert determine the best way to proceed with bee removal.

If the Commission approves, Staff also requests permission to ask the Special Magistrate to move forward with foreclosure on the subject property at the October 27 meeting, after which time they would proceed to recover the Town's costs and attorneys' fees.

Acting Town Attorney White noted that the previous nuisance abatement action on the 230 Pine Avenue property has already resulted in a lien earlier in the year. Development Services Director Campbell added that a pool is currently under construction on a neighboring property, and the equipment used in construction is agitating the bees and causing them to swarm. Staff has reached out to the property owner via mail and email with no response.

Commissioner Oldaker asked if the Town may continue to maintain a property once they have taken action to abate a violation. Attorney Gabriel explained that this depends upon the severity of the issue and whether or not it becomes habitual. The Town may ask the Special Magistrate to grant them authority to address a habitual issue, although he cautioned that the Town may not wish to take on this responsibility in all cases. He confirmed that the history of the subject property shows it is not being maintained.

Attorney Gabriel clarified that the Town may not enter the property unless authorized to do so. In some instances, such as where there is no fencing and the property is available, the Special Magistrate may authorize the Town to access the site.

Development Services Director Campbell further clarified that the Town is able to access the tree infested by bees; however, this is a new violation and did not exist when the Town previously abated the property, which means they must seek authorization for access once more.

Commissioner Strauss made a motion, seconded by Commissioner Pouloupoulos, that the Town move forward with authority to foreclose or take whatever action they deem appropriate regarding 230 Pine Avenue. Motion carried 5-0.

Development Services Director Campbell addressed 2036 Coco Palm Place, for which the property owner is deceased. A records search does not show any probate cases open in the state of Florida. An individual who claims ties to the deceased owner is living in the home but is not maintaining the property. Taxes and utilities are paid to date, although Florida Power and Light (FPL) would not release information to Staff.

There are currently severe violations for property maintenance, odor, landscaping, and stagnant pool water on the property. A fence which was in disrepair has fallen, leaving the pool unsecured, which poses a life safety hazard to the public. The pool's stagnant water is a breeding area for mosquitoes.

Staff is bringing a case associated with this property to the Special Magistrate on October 27 to cite the unsecured pool as a new violation. This could allow the Town to obtain authorization to enclose the pool and place a lien on the property if the resident does not make corrections within 48 hours. Staff requests that the Town file a complaint in circuit court to have the property declared a public nuisance and obtain authority to enter the premises, drain and secure the pool, maintain landscaping, and complete any other actions necessary to abate these nuisances.

Commissioner Strauss noted that the payment of taxes on the subject property serves to complicate the issue, and asked if the Town has exhausted its options before proceeding to have the property declared a nuisance. Attorney Gabriel explained that there is no clarification of the person living on the property; although that individual has indicated a previous relationship with the owner, now deceased, the individual could be a squatter. There have been no responses to any of the Town's Code notices, which led to the issuance of liens. The case has risen to its current status due to the pool, which is unsecured and in violation of Code.

Attorney Gabriel continued that proceeding with foreclosure would allow the Town to conduct a title search and determine whether or not any entities may have an interest in the property. If the owner is in another jurisdiction, the Town could issue notice of the proceedings and have a judge issue an order to take action. He emphasized that the Town is not seeking to rebuild the fence, but to secure the property so it does not constitute a danger.

Mayor Vincent asked if the lack of probate interferes with the process. Attorney Gabriel confirmed that it does not, and noted that the Broward County Property Appraiser's Office has identified the parcel as the estate of the deceased owner; however, there has been no probate activity.

Vice Mayor Malkoon asked if Staff has spoken with the individual occupying the property. Development Services Director Campbell replied that Senior Code Inspector Bethany Banyas has not spoken with the individual in some time; however, the individual has indicated unwillingness to make any effort to mitigate the issues on the property. Bills associated with the property continue to be paid, although there is no clarification of the party that is paying them.

Attorney Gabriel pointed out that it is important for Staff to determine the entity with whom they should be dealing in respect to the subject property. A judge could appoint a receiver to represent the estate if necessary.

Commissioner Pouloupoulos asked if the Town must file foreclosure action in order to perform a title search, or if they may perform this search without taking other legal action. Attorney Gabriel replied that a foreclosure allows the Town to send out letters and notices of their intent to proceed with regard to the site. It is hoped that these notices would cause a party or parties to react and come forward to work with the Town. No paperwork has been identified thus far to suggest that an estate has been created.

Vice Mayor Malkoon made a motion, seconded by Commissioner Oldaker, to allow Staff to take the necessary means to correct this issue through foreclosure. Motion carried 5-0.

b. Christmas-By-The-Sea Wednesday, December 7, 2022

Special Events and Marketing Manager Hime showed a brief video on Christmas-By-The-Sea, which is scheduled for December 7, 2022. The event begins at 5 p.m. and will include a visit from Santa Claus at 6 p.m., followed by a tree lighting ceremony. Rose Architects will be a title sponsor for the event.

The Commissioners' backup materials include a maintenance of traffic (MOT) plan, and a children's book drive is being sponsored by Action for Literacy.

The Commissioners approved the event by unanimous consensus.

c. Special Event Application for the Publix Fort Lauderdale A1A Marathon on Saturday, February 19, 2023

Special Events and Marketing Coordinator Hime continued that the 18th A1A marathon will be held on February 19, 2023. Site maps are available in the Commissioners' backup materials. Meetings will be scheduled in January 2023 with BSO and the city of Fort Lauderdale to review plans for the event.

The Commission is asked to set applicable road closure fees for the event, as well as parking fees for El Mar Drive's median lane, as the event will host more than 200 people. In the past, the Commission has approved parking fees for spaces in the Anglin Square area but has not charged for road closures.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve as written, including waiver of road closure and El Mar Drive median lane parking fees. Motion carried 5-0.

d. Wild Berry Salon and Big Cat Bikes Opening Party in Eagle Ray Plaza November 15, 2022

Special Events and Marketing Coordinator Hime explained that these two new businesses will open in Eagle Ray Plaza with a party in 30 days. The Fire Marshal has

provided positive feedback on the event. While the Applicants requested music in the back near Basin Drive, Staff recommends music be moved to the front breezeway or the other side of the business so it is on the parking lot/Commercial Boulevard side.

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

e. LBTS Community Church Monthly Flea Market beginning Nov. 5, 2022

Special Events and Marketing Coordinator Hime advised that this Item was submitted by the Mayor, as Staff may not submit items to the Commission which are scheduled within 30 days. The flea market event would be held on the first Saturday of each month from 8 a.m. to 1 p.m. Parking will be provided around the Community Church. The Applicant requests a waiver of the \$15 per event day fee, as well as the possibility of a band or other music in a portion of Friedt Family Park.

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

14. COMMISSIONER COMMENTS

Commissioner Oldaker recognized the passing of longtime Hampton Beach Club resident Eugenio Degollada on October 7, 2022.

Commissioner Strauss reminded all present that Veterans' Day will be on November 7, 2022. The Town will hold an event in El Prado Park at 10 a.m.

Mayor Vincent reminded all present of Boo-By-The-Sea on Saturday, October 29, 2022 from 2 p.m. to 4:30 p.m. in the West Business District Plazas. Over 20 Town businesses will participate. The El Mar Boutique Hotel has donated an adults-only weekend stay as a prize for parents. The Mayor recognized the Aruba Beach Café, the Windjammer, and the Village Grille as donors to this event.

Commissioner Pouloupoulos urged all parents to check their children's Halloween candy for safety purposes.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

- a. Ordinance 2022-08 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V “ZONING,” SECTION 30-313 “GENERAL PROVISIONS” TO MODIFY REGULATIONS RELATED TO ROOFTOP PLACEMENT OF EQUIPMENT ON ANY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE**

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

Development Services Director Campbell recalled that in July 2022, the Commission directed Staff to review potential changes to the Town’s Code of Ordinances regarding the placement of equipment on rooftops. Staff reviewed the Town’s Ordinances as well as those of neighboring municipalities. Ordinance 2022-08 was prepared as a result. It was approved upon first reading at the September 28, 2022 Commission meeting with no recommended changes.

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

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2022-48 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TOWN OF LAUDERDALE-BY-THE-SEA’S COMMUNITY SHUTTLE PROGRAM TITLE VI PLAN FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION**

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

Special Events and Marketing Coordinator Katie Anderson advised that the Title VI Civil Rights Act prohibits discrimination based on race, color, or national origin in any program or activity that receives federal funding. The Town’s community shuttle

program, administered through Broward County Transit (BCT), receives this funding and is subject to a Title VI Plan. The original Plan was enacted and approved in October 2018 and must be updated every three years using population data.

The proposed amendments to the Title VI Plan have been reviewed and approved by BCT for 2022. The Town recommends approval of Resolution 2022-48.

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

b. Resolution 2022-47 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FEE SCHEDULE FOR PRE HOSPITAL EMERGENCY MEDICAL SERVICES (“EMS”); 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.

Assistant to the Town Manager Easley recalled that in June 2015, the Commission approved a five-year agreement with American Medical Response (AMR), which provides emergency medical services (EMS) to the Town. The current agreement is set to expire on September 30, 2025. AMR is requesting a fee increase for the following services:

- Basic advanced life support service Level 1 current fee: \$550; requested fee: \$750
- Basic advanced life support Level 2 current fee: \$675; requested fee: \$875
- Current mileage service fee: \$10; requested fee: \$13
- Current oxygen therapy service fee: \$27; requested fee: \$30

These fees were last increased in 2019. Assistant to the Town Manager Easley noted that even with the requested increases, the amounts are still less than those charged in the municipalities to the north and south of the Town. Staff recommends approval of the increases.

Commissioner Oldaker asked if the four services for which increases are requested base these fees on CBT codes or other standardized coding system. Assistant to the Town Manager Easley replied that she was not familiar with the basis of these fees.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

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

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 15, 2022
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 Theo Pouloupoulos, 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, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that the A1A safety audit and an update on the pier be heard under Presentations.

5. PRESENTATIONS

a. Safety Audit Presentation

Town Manager Linda Connors advised that some months ago, the Florida Department of Transportation (FDOT) performed a safety audit of the Town’s A1A corridor. Veronica A. Altuve, P.E., representing FDOT, presented the results of the audit, which evaluates all roadway uses with an emphasis on bicycle and pedestrian safety and identifies opportunities for improvement. FDOT is currently in the process of finalizing implementation plans for the corridor.

The audit was a multi-disciplinary effort including Town Staff, law enforcement, FDOT District 4 Staff, and a consultant. The team held four separate site visits at different hours of the day and night. The study area was the entire section of A1A within Town limits, which includes eight traffic signals, three pedestrian signals at mid-block crosswalks, two rapid-flashing beacons, and one crosswalk at 1800 S. Ocean Boulevard, on which FDOT is currently working with the Town to implement rapid-flashing beacons. The study also takes into account lighting on both sides of the dividing line, along with curbs, bicycle lanes, and other features.

FDOT made recommendations for the roadway in four different sections. Long-term corridor-wide recommendations for A1A include crossway texture markings as requested by the Town, Americans with Disabilities Act (ADA) curb ramps at some locations, pedestrian signs, and signal backplates with reflective borders.

Location-specific short-term recommendations include areas where there is significant pedestrian activity. These include signal equipment maintenance at A1A/Flamingo Avenue, upgraded rapid-flashing beacons at Hibiscus Avenue, possible pedestrian clearance improvement at Datura Avenue, and a possible mid-block crosswalk at S. Ocean Drive. Evaluation for this crosswalk will begin in January or February 2023. Paving markings and signs may be incorporated at Commercial Boulevard, along with delineators/traffic separators in some areas.

Location-specific short-term recommendations for A1A/Commercial Boulevard include consideration of a possible all-red phase, which would stop vehicles for pedestrians at all four ways of the intersection. An alley north of Commercial Boulevard also requires pavement marking signs and delineators. Washington Avenue and Terra Mar Drive require signal equipment maintenance.

Location-specific long-term recommendations include potential reconstruction at Ocean Drive, as well as a proposed curb extension at Commercial Boulevard. This can be done in partnership between FDOT and the Town. Signal markings and signs are recommended at El Prado Avenue, and equipment upgrades and installation of a pedestrian refuge are proposed at Pine Avenue. Pavement markings are also recommended at 200 Ocean Boulevard, and the Town has requested consideration of a mid-block crosswalk at Palm Court Drive.

FDOT is in the process of further vetting all recommendations to ensure they are physically constructible and would not be detrimental to other roadway users in the area.

Vice Mayor Malkoon addressed the A1A/Commercial Boulevard location, explaining that northbound traffic on A1A can block southbound traffic in order to turn left and enter the A1A parking lot. Ms. Altuve advised that this can be studied further.

Commissioner Strauss expressed concern with a right-turn arrow for westbound traffic on Commercial Boulevard approaching A1A. He explained that the sun can make it difficult to see this signal, and requested that this be considered by FDOT as well.

Commissioner Oldaker requested additional information on recommendations for the Hibiscus Drive crosswalk. Ms. Altuve stated that the rapid-flashing beacon equipment is not up to standard at this location. A lighting study is being programmed for the entire corridor, as the consultant observed there are dark sections of the roadway.

Commissioner Oldaker continued that there is little difference in traffic volume along the entire length of A1A, and asked why designs are not uniform for various crosswalks and signage along this corridor. Ms. Altuve replied that she could review the evaluations to determine why different recommendations were made, but noted that FDOT's traffic engineering manual has certain requirements for different types of traffic controls. These are based in part on the number of people using a crosswalk every day, as well as which traffic controls are appropriate for a given location.

Mayor Vincent asked which locations require additional ADA curbing or other ADA-related improvements. Ms. Altuve explained that some locations lack the correct slope, while some yellow detectable warnings appear to be worn out. She emphasized that this requires maintenance rather than the addition of new features.

Town Manager Connors addressed issues with the Pier that occurred during the recent Hurricane Nicole, stating that immediately following the storm, the Town's Building Official examined this property and closed it to public use. The structure was declared unsafe and the property owner instructed to hire a structural engineer. Town Staff is waiting for more information so they can further evaluate the situation.

David Atkison, owner's representative for Fisherman's Pier, Inc., explained that the owner has contacted a structural engineer. The combination of large waves and a king tide on November 10, 2022 resulted in damage to the Pier, which was already under repair and remediation at the time. The owner has made the U.S. Coast Guard aware of the situation, and SOS beacons have been installed at the structure as a temporary lighting solution. A spotlight has also been installed nearby in case of emergency.

Mr. Atkison advised that he will work with the owner's engineer to ensure a proper inspection report is completed. He will also work with architects and civil engineers to determine solutions for both the owner and the Town. He concluded that a marine biologist has been contacted to evaluate the situation and ensure against any damage to marine life.

Mayor Vincent commented that the Town's greatest concern regarding the Pier is for public safety, including safety of surrounding navigable waters, which is being overseen by the Coast Guard. Mr. Atkison replied that there will be additional safety mechanisms in place to prevent public access to the pier. The owner has also reached out to the U.S. Army Corps of Engineers and is awaiting a response from that entity.

Town Manager Connors concluded that once the Town has received reports on this matter, they will be prioritized in the Town's Building Department. She has also reached out to the Town's state advocate, Candice Ericks, to ensure assistance in prioritizing any other state and/or federal reviews that may be necessary.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Alex Kublickis, resident, expressed concerns regarding the Pier, recalling that it was first damaged in 2017 by Hurricane Irma and has deteriorated in condition since that time. He requested clarification of the Pier's ownership.

Brian Kuzman, resident, also shared concerns regarding the Pier, stating that it has deteriorated significantly in recent years.

Joe Martino, resident, reminisced about the Pier's importance to the Town.

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

Mayor Vincent requested that the Town Attorney provide a brief overview of the Town's responsibilities regarding the Pier. Town Attorney Susan Trevarthen explained that the Town has a cooperative role in addressing the Pier, including permitting and assurance of public safety surrounding the structure. She confirmed that the Pier is private property and the owner's responsibility.

7. PUBLIC SAFETY DISCUSSION

a. BSO October 2022 Report

Captain Tom Palmer of the Broward Sheriff's Office (BSO) provided a brief update on a recent traffic crash, which resulted in a fatality. The preliminary investigation has determined that a driver experienced a medical episode which resulted in the crash.

Captain Palmer also recognized Deputy Adam Yates for his role in apprehending an individual with a warrant for arrest.

Commissioner Oldaker commented that BSO's presence in the Town, and their initiative in addressing traffic issues, has been noticed by residents.

Vice Mayor Malkoon recognized Captain Palmer and Town Manager Connors for their quick response following the damage to the Pier. Captain Palmer advised that BSO has increased its beach patrols since the storm, and the Marine Unit will monitor the area surrounding the Pier.

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

b. AMR October 2022 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report for November 9, 2022

Town Manager Connors encouraged all present to attend the Town's annual Christmas-By-The-Sea event on December 7, 2022. She noted that the recent Veterans Day event was a success.

The Town has renewed its contract with The Urban Beekeepers to care for its apiary. The bees were recently moved due to the installation of a generator, and will not return

until after work on the Municipal Services building has been completed, most likely in early February 2023.

The Town is working on its contract with the Volunteer Fire Department (VFD), which has been extended for 90 days. The contract is expected to come before the Commission in January 2023.

Town Manager Connors provided an update on recent Code Compliance activity regarding the three properties discussed at the October 25, 2022 meeting. The Special Magistrate has authorized the Town to abate the violations at 230 Pine Avenue; however, since that time, the property owner has removed the bees from the property and addressed trash and litter issues. The property is now in compliance.

The Town has hired a contractor to screen the unsecured pool at the 2036 Coco Palm Place property. The cost of the work will be billed to the property and assessed as a lien if it is not paid. The property owner at 4326 N. Ocean Drive has hired an attorney, and the Town will either work toward resolution or move toward foreclosure.

Town Manager Connors continued that the Town has purchased new covers for the Downtown barricades. She commended Public Works Staff for their work in both preparing for and cleaning up after the storm.

The next Commission meeting is scheduled for December 13, 2022.

Commissioner Oldaker thanked Town Staff for providing a golf cart safety video for residents and visitors.

Captain Palmer advised that the annual Winterfest Boat Parade is scheduled for Saturday, December 10, 2022, with the bridge to remain upright and closed to vehicular traffic beginning at 8:30 p.m. The Boat Parade is expected to end close to 11:00 p.m. BSO Staff will be on hand to redirect traffic and electronic message boards will be deployed following Christmas-By-The-Sea. The nearest open bridge will be at Atlantic Boulevard. Additional information on bridge closures will be available on the Winterfest Boat Parade website.

b. August 2022 Finance Report

Director of Budget and Finance Lucila Lang noted that some adjustments have been made to the Town's Capital Improvement Plan (CIP) in fiscal year (FY) 2023. The total dollar amount remains the same.

Commissioner Oldaker asked if the Town's investment policies could be revisited, with the intent of taking advantage of any changes in interest rates. Director of Budget and Finance Lang stated that she and Town Manager Connors will meet with Truist Bank to discuss options. They will also speak to a representative of an investment firm toward the end of calendar year 2022. She recommended that the Commission consider how the Town wishes to move forward with any large purchases or expenditures that may be pending.

Director of Budget and Finance Lang asked if the Commission wished to consider increasing the \$2.5 million in its Emergency Fund due to the current economic climate, concluding that she and Town Manager Connors will provide a report on their discussions with Truist Bank and the investment firm.

Mayor Vincent suggested that a workshop could be scheduled for further discussion of financial issues. Town Manager Connors replied that Staff will review meetings scheduled in calendar year 2023 and provide a comprehensive list of these meetings to the Commission.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- **6-28-22 Ethics Training Minutes**
- **10-6-22 Regular Town Commission Meeting Minutes**
- **10-11-22 Ethics Training Minutes**
- **10-11-22 Regular Town Commission Meeting Minutes**

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Authorize the Town Manager to Negotiate a Contract for the Purchase of the 9-unit multi-family property located at 4512 Bougainvilla Drive**

Town Manager Connors reported that the property owner of 4512 Bougainvilla Drive contacted the Town to determine whether or not they were interested in purchasing this property. This would provide an opportunity for the Town to consider making improvements to its Public Safety facility. She added that the Town has performed two appraisals on the property.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to authorize Town Staff to negotiate the purchase of 4512 Bougainvilla Drive. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Strauss reported that the recent Veterans Day event was well-attended. He recognized Town Staff for their efforts in making this event a success.

Commissioner Oldaker thanked Town Staff, as well as BSO, AMR, and VFD staff, for their work over recent weeks in dealing with emergent events. He also recognized the Veterans Day event as a success, and encouraged all present to attend Christmas-By-The-Sea.

Vice Mayor Malkoon recognized Commissioner Strauss's work on the Veterans Day event. He added that he and Special Events and Marketing Manager Debbie Hime have contacted the city of Wilton Manors for insight on preparations for their upcoming anniversary, and will reach out to Town residents for materials that may be used in Lauderdale-By-The-Sea's anniversary celebration.

Commissioner Pouloupoulos thanked BSO for their presence on Halloween, and noted that Boo-By-The-Sea was a success. He recognized Staff for their work in cleanup efforts following the hurricane.

Mayor Vincent also noted that the Veterans Day event was a success despite inclement weather.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

The following Items were taken out of order on the Agenda.

d. Resolution 2022-50 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S POLICIES FOR THE USE OF THE OCEAN PLAZA; PROVIDING FOR CONFLICT AND FOR AN EFFECTIVE DATE.

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

Town Manager Connors explained that Resolution 2022-50 reflects the Commission's decisions made at their October 11, 2022 meeting, which would allow the Aruba Beach Café to continue their use of a small portion of the Connie Hoffmann Ocean Plaza for outdoor dining. Staff requests approval of the Resolution, which amends the current policies for the use of Ocean Plaza by limiting Aruba's use to approximately 800 sq. ft., with a minimum of 48 hours' notice required for the removal of outdoor dining when necessary to accommodate a Town or Commission-approved event.

Aruba Beach Café would be required to maintain Ocean Plaza by cleaning the pavers in the leased area and keeping that location free of litter and debris. They must follow all the requirements of a revocable license agreement with the Town in the area used for

outdoor dining. Annual approval would be necessary to renew Aruba's use of the Ocean Plaza prior to October 1 of each year.

Should the Commission approve this policy change, Staff will move forward with a revocable license similar to the one currently in place for sidewalk cafés. Staff recommends approval of Resolution 2022-50.

Commissioner Oldaker noted that any Town-approved events would be determined in well in advance, and asked how the 48-hour time frame for notice was determined. Town Manager Connors replied that if an emergent issue arose, this would provide sufficient time to make any changes to the area. She added that she has spoken with Aruba Beach Café and their counsel, and they are amenable to this time frame.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2022-50. Motion carried 4-1 (Vice Mayor Malkoon dissenting).

- c. Resolution 2022-49 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PLANTATION FARMERS MARKET CO-OP LLC DBA COMMUNITY FARMERS MARKETS OF SOUTH FLORIDA FOR THE TOWN'S FARMERS MARKET PURSUANT TO REQUEST FOR PROPOSAL NO. 22-08-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve Resolution 2022-49. Motion carried 5-0.

- a. Resolution 2022-51 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE**

This Item was tabled until the December 13, 2022 meeting.

- b. Resolution 2022-52 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

Assistant Finance Director Edner Saint-Jean noted that as FY 2021-2022 ended, an amendment was necessary under the process outlined in Florida Statute 16.241, which required the amendment to be completed in no more than 60 days after the end of the fiscal year.

Director of Budget and Finance Lang further clarified that the backup materials show the design costs for Codrington Drive in one line item and the remaining expenses separately. There was no adjustment to the final budget, only to those line items.

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

- e. Resolution 2022-53 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AWARDED AN AGREEMENT TO AHTNA MARINE & CONSTRUCTION COMPANY, LLC FOR CANAL DREDGING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Courtney Easley recalled that in 2020, as part of the five-year CIP, the Town’s canal system was surveyed. It was determined that four of the six canals required dredging, based on elevation levels recommended by the U.S. Army Corps of Engineers. The Town issued a request for proposal (RFP) for canal dredging services. Staff and the Chappell Group held a pre-bid meeting on August 16, 2022, with

potential respondents. Eight bidders attended this meeting, and two responses were received at the end of the RFP process. The evaluation process resulted in the award of 270 points out of a possible 300 to Ahtna Marine and Construction, with 217 points awarded to Custom Built Marine.

Staff originally budgeted \$231,000 for this project based on previous bid amounts for other projects. The recommended contractor requests \$374 per cubic yard, which, with a 10% contingency, brings the total cost of the project to \$296,635.68. Due to this increase in costs, Staff recommends only dredging Canal B and the Silver Shores Canal in FY 2022-2023. Staff recommends selecting and awarding the agreement to Ahtna Marine and Construction in an amount not to exceed \$296,635.68.

Commissioner Oldaker asked if the two canals cited above have the greatest need for dredging. It was confirmed that they have the highest amount of cubic yardage to be removed.

Vice Mayor Malkoon recognized Deputy Town Manager/Public Works Director Ken Rubach for his work on this matter. He requested additional information on the plans for deposit and removal of dredged material on a Bel Air lot used for its storage. Mike Gonzalez, representing Ahtna Marine and Construction, explained that the material will be excavated and placed on a barge, which can hold 100 cubic yards per trip. It will be offloaded onto the Bel Air lot.

Tyler Chappell, representing the Chappell Group, advised that the contractor will provide notice to houses in the subject lot's surrounding neighborhood to inform them of when they will be working and what the work will entail. An individual will be on-site to answer any questions or address concerns.

Commissioner Strauss requested clarification of the reason for the significant increase in the amount of material to be dredged. Mr. Chappell recalled that the original estimate occurred in 2021, and has incurred escalating construction costs since that time. Another consideration is that the original estimate did not include offload site costs or landfill costs.

Mr. Chappell continued that sediment testing will be done as the material is offloaded to ensure it is within the threshold of what can be disposed of via landfill. If testing meets the necessary threshold for residential use, the material can remain on the lot if necessary.

Commissioner Oldaker asked how long it might take to dredge the Silver Shores Canal, pointing out that barge activity could block traffic on that waterway. Mr. Gonzalez explained that the barge is roughly 130 ft. x 40 ft. The contractor has significant experience in dredging in similar areas and will limit any blocking of marine traffic. He estimated that the project will last for roughly 30 days.

Commissioner Oldaker recommended that information be posted on the Town's website as well as disseminated in other ways, noting that the canal can be very busy during the tourist season. Mr. Gonzalez also noted that boaters can contact the barge operator via radio if necessary, although he felt it was likely they will have sufficient room to navigate around the barge.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:24 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Special Event Application for Feast of the Holy Epiphany and Blessing of the Waters
January 6, 2023

Explanation: Fr. Peter Zougras of St. Demetrios Greek Orthodox Church has submitted a Special Event Application (**Exhibit 1**) for your consideration to hold “The Feast of Holy Epiphany” with the Blessing of the Waters Service (**“EVENT”**) on Friday, January 6, 2023, from 9:00 a.m. until 2:00 p.m.

The EVENT is proposed to start at 9:00 a.m. in the south portions of the Pavilion and Ocean Plaza with the celebration in the Pavilion and Ocean Plaza. The EVENT will continue on the beach north of Anglin’s Pier for the Blessing of the Waters and release of doves, followed by the retrieval of the cross from the water and lunch at Anglin’s Beach Café.

The EVENT in the plazas is expected to have an estimated 75 participants, spectators and volunteers. Fr. Zougras’ request is to utilize half of the Pavilion and Ocean Plaza with the 2nd half of the Pavilion and Ocean Plaza remaining open to the public and for the use of Aruba Beach Café, respectively. The schedule of the event is highlighted in Table 1 below.

Table 1

Friday, January 6, 2022		
Start of set-up	Pavilion & Ocean Plaza	8:00 a.m.
Service	Epiphany Service at Pavilion & Ocean Plaza	9:00 a.m. – Noon
Chairs Removed	Pavilion and Ocean Plaza	Noon
Service Moves to	Beach/Water North of the Pier for Blessing of the Cross, Release of Doves & Cross Retrieval	Noon – 1:00 p.m.
Lunch	Anglin’s Beach Café	1:00 – 2:00 p.m.
Clean up completed by		3:00 p.m.

The EVENT will not use a sound system at the Pavilion/Plaza. Also, the LBTS Volunteer Fire Department has offered to provide lifeguards for the event.

Applicant requests the following special consideration:

1. Use of Town electric and for the Town to waive all fees for the event, including electric fee (\$25), the special event application fee (\$100), and the per plaza use fees (\$425 per day per plaza, \$850) for a total of \$975. If the Commission does decide to waive the fees, we have included the waiver in Condition No. 1. Otherwise, we will omit from the Conditions.

2. Permission to place signs at the plaza and directional signs. (Condition 16)
3. The Town to cover the showers at the Pavilion between 7:00 a.m. and noon to eliminate their use by the public during the morning event. (Condition 8)

Recommendation:

Staff recommends approval of the event with the following conditions:

1. Requested fees are waived for this event.
2. Setup of the event will start at 8:00 a.m. and chairs in the Pavilion and Plaza will be cleared by noon.
3. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The EVENT shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval
4. No Town power is needed for this event.
5. Lifeguards will be required for the event.
6. The Police Chief shall approve the EVENT's Maintenance of Traffic Plan (MOT), if one is required.
7. The EVENT shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
8. Road Closings: there are no road closings for this event.
9. Parking will operate according to normal parking regulations.
10. The Town and Anglin's Pier restrooms will be available for the event.
11. Chairs shall be placed to provide the appropriate and required pedestrian walkways. All chairs used in the plazas shall have protective (rubber or plastic) feet.
12. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress or egress.
13. If the Public Works Director requires, the EVENT shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately dispose of all refuse. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
14. Signage:
 - a. On January 6, EVENT may place one sandwich sign at Dunes Plaza and one at Ocean Plaza directing participants to the event.
 - b. On the morning of January 6, 2023, EVENT may place two reserved signs on the beach south of the Pier to mark the area needed for the retrieval of the cross on the south side of the Pier.
15. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff or will be battery operated.

16. The EVENT shall provide a written notice to all properties affected by this event by December 5, 2022 for approval prior to distribution; and confirm in writing which properties have been notified.
17. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
18. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
19. If revisions to the Site Plan, if any, must be presented for approval by noon on Monday, January 2, 2023.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. At least thirty (30) days prior to the event, the EVENT shall provide a Certificate of Liability Insurance, including its endorsement, which meets all the insurance requirements of Chapter 17, Section 17-9.
22. The EVENT shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT shall be held responsible for providing the Town notice of any change in insurance coverage.
 - d. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The EVENT shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
23. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the EVENT (the "sub-applicant"), the sub- applicant shall provide insurance and indemnification meeting the requirements of this Section under which the EVENT is applying, as if they were the EVENT and shall be held responsible for compliance with the Town Code as if the sub-applicant were the EVENT.
24. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
25. EVENT shall owe no monies to the Town at least one week prior to the event. There shall be no past due fines, moneys, fees, violations, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all past due debts to the Town are paid in full at least one week prior to the event.
26. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

27. Upon showing by the EVENT of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
28. Permission for this event may be suspended or modified by the Commission, Town Manager or her designated Staff.
29. The Town Manager may suspend permission for this event due to failure of the EVENT to comply with the terms and conditions of the Town's event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
30. The onsite Town representative may terminate an event due to the EVENT not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:

Ex. 1 Special Event Application for the Feast of the Holy Epiphany and Blessing of the Cross 1-6-23



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

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

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

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


Signature of Applicant

Print Name: Mr Peter Zouzas

Event Name: THE FEAST OF
THE HOLY EPIHANY



ST. DEMETRIOS GREEK ORTHODOX CHURCH

Now you are the body of Christ and individually members of it.

1 Corinthians 12:27

Father Peter Zougras, Pastor

October 17, 2022

RE: January 6, 2023

To whom it may concern:

As the priest of St. Demetrios Greek Orthodox Church, I look forward to the opportunity of celebrating the feast of Holy Epiphany on Friday, January 6, 2023 with the Blessing of the Waters at the Lauderdale by the Sea pier.

This Celebration is not a fundraising event.

In His service,

Fr. Peter Zougras

St. Demetrios Greek Orthodox Church is a 501c(3) Organization under the umbrella of the Greek Orthodox Archdiocese of America.

820 NE 14th Avenue, Ft. Lauderdale, FL 33304 Voice: (954)-467-1515 Fax: (954)-467-0212
www.stdemetrios.org office@stdemetrios.org



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)
 Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

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

Name of Event: THE FEAST OF THE HOLY EPIPHANY JAN 6

Event Purpose, Description and Activities: CHURCH SERVICE

New Event ☒ or Returning Event ☐ Previous Attendance

Day(s) and Date(s) of Event: Friday JAN 6 2023

Proposed location of the Event (location, streets, landmarks): Pavilion 1/2
1/2 OCEAN PLAZA SOUTH SIDE 2 COMMERCIAL BLVD 'PIER'
on the beach / in the water for the Epiphany Blessing

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

Participants: 50-75 # Spectators 50 # Adult volunteers: 4-8

100 total approx total

Please complete the following table:

Activity	Day	Time
Start of set-up:	JAN 6 FRI	8 am
Start time of the Event:	"	9 am @ Ocean Plaza
EVENT	"	12-1 on the Pier
End time of the Event:	"	2 pm 1-2 lunch
Start of Clean up:	JAN 6 FRI	2 pm
Clean-up completed by: (Site restored to original condition)	JAN 6 FRI	3 pm

** chairs will be removed from Plaza @ noon*

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

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

Person submitting Application ("Responsible Party"):

Name: St. Demetrios Greek Orthodox Church Name: Peter Bougas
Mailing address: 820 NE 14th Ave.
Phone: For Lauderdale 21.3324 Mobile phone: (718) 314.4203
Email: (954) 467-1515 Fax:
frbougas@stdemetrios.org

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

Name(s): SPINO MARCHES - on the Pier
Mailing address: 2 Commercial Blvd.
Phone: 954 6295099 Mobile phone: 954 6295099
Evening phone: Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

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

Name: SPINO MARCHES Company Name:
Business Address: 2 Commel Blvd. Company Email:
Phone Office: Phone Mobile:

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

Request for Town Involvement: WE REQUEST TO WAIVE SERVICE FEE
Similar To Chanukah And Easter Brunch
Are you requesting the Town be involved with this event in any way? ☒ YES ☐ NO \$ 425

If yes, describe services requested, if any:

Volunteer Fire Dept = Lifeguard Volunteer?
Please provide 5 parking permits for
volunteers 8-2
Bag showers from 8am-11am

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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



Proposed amplified sound/speaker system:

Proposed live music: List genre, type, ambiance:

Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name:

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: —

Canopies: —

Stages: —

Bleachers: — list size and max load:

chairs 75 folding chairs & benches

[Handwritten signature]

UTILITIES

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

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

Electrical Requirements:

Electrical work requires an Electrical Building Permit.

Generators over 5KW require an Electrical Building Permit.

A Florida Licensed Electrical Contractor is required to obtain permits.

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

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

Yes

NO

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

_____ Electrical power:

_____ Water:

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

[Handwritten "no" with a large bracket]

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES

NO

For each sign please provide:

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

A frame sign @ Dunes Plaza directing participants to Ocean Plaza

[Handwritten signature]

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

RESTROOMS (show on Site Plan)

Use El Mar Plaza & Anglin's Pier
The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

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

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

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

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Mr. Marchelos has had initial conversation w/ Capt. Palmer

Do you anticipate needing off duty police officers for your Event?

YES

NO

Do you anticipate needing code compliance officers for your Event?

YES

NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES

NO

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

Anglin's Beach Cafe serving lunch @ cafe

YES

NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES

NO

Please list the types of food that will be served:

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

Charcoal Grills ☒

Propane Grills ☒

Concession trailers ☒

Sterno ☒

Refrigerators ☒

Warmers ☒

Fryers ☒

Smokers ☒

LP Tanks ☒

Open fires _____

Hoods _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

NO

If YES, has a liquor permit been obtained from the State of Florida?

YES

NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

ANIMALS

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

Are animals included in your event?

If yes, please give details:

Priest Releasing 3 doves @ noon.

YES

~~NO~~

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

~~NO~~

SALE OF MERCHANDISE

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

YES

~~NO~~

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

~~NO~~

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released

Will REUSE DOVES (3)
Release

FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

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

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 9 AM and the area will be cleaned and open by 3 PM
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

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

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

INDEMNIFICATION

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

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

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

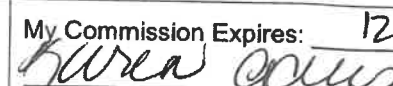
PERMISSION OF THE PROPERTY OWNER

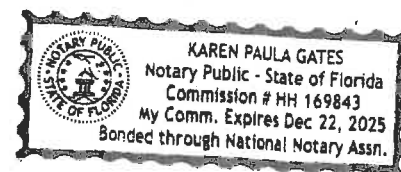
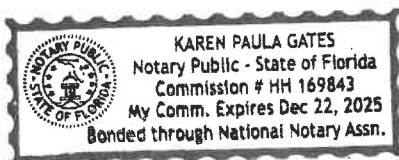
Applicant's and Property Owner's Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): 	Property owner's Signature (required): 
Date: <u>11/10/22</u>	Date: <u>10/15/22</u>
Applicant's (Print information below) Name: <u>FATHER PETER ZOLGRAS</u> Title: <u>PARISH PRIEST</u> Organization: <u>SAINT DEMETRIOS</u> Telephone: <u>954 467 1815</u> Mobile: <u>718 314 4703</u> Email: <u>FAZOLGRAS@ST.DEMETRIOS.ORG</u>	Property Owner's (Print information below) Name: <u>SPIRO MARCHELOS</u> Title: <u>CEO</u> Organization: <u>FISHERMAN MARINE INC</u> Telephone: <u>954 629 5099</u> Mobile: <u>954 629 5099</u> Email: <u>FISHERMANMARINE@GMAIL.COM</u>
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Peter Zolgras</u> who is personally known to me/provided <u>PL DL</u> as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Spiro Marchelos</u> who is personally known to me/provided <u>PL DL</u> as identification and who did/did not take an oath.
My Commission Expires: <u>12.22.25</u>  Notary Public, State of Florida	My Commission Expires: <u>12.22.25</u>  Notary Public, State of Florida



SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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

See Attached

Applicant's Certification

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

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

I hold a special event and the information provided in this
I acknowledge.

10/10/22

Date

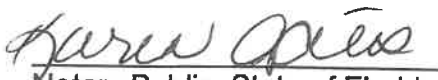
954 629 1099

Telephone Number

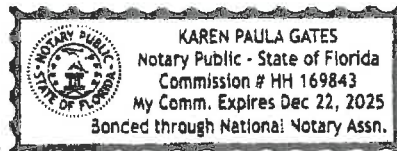
Send for approval
by staff after
Fr. Z's notary
sig is received

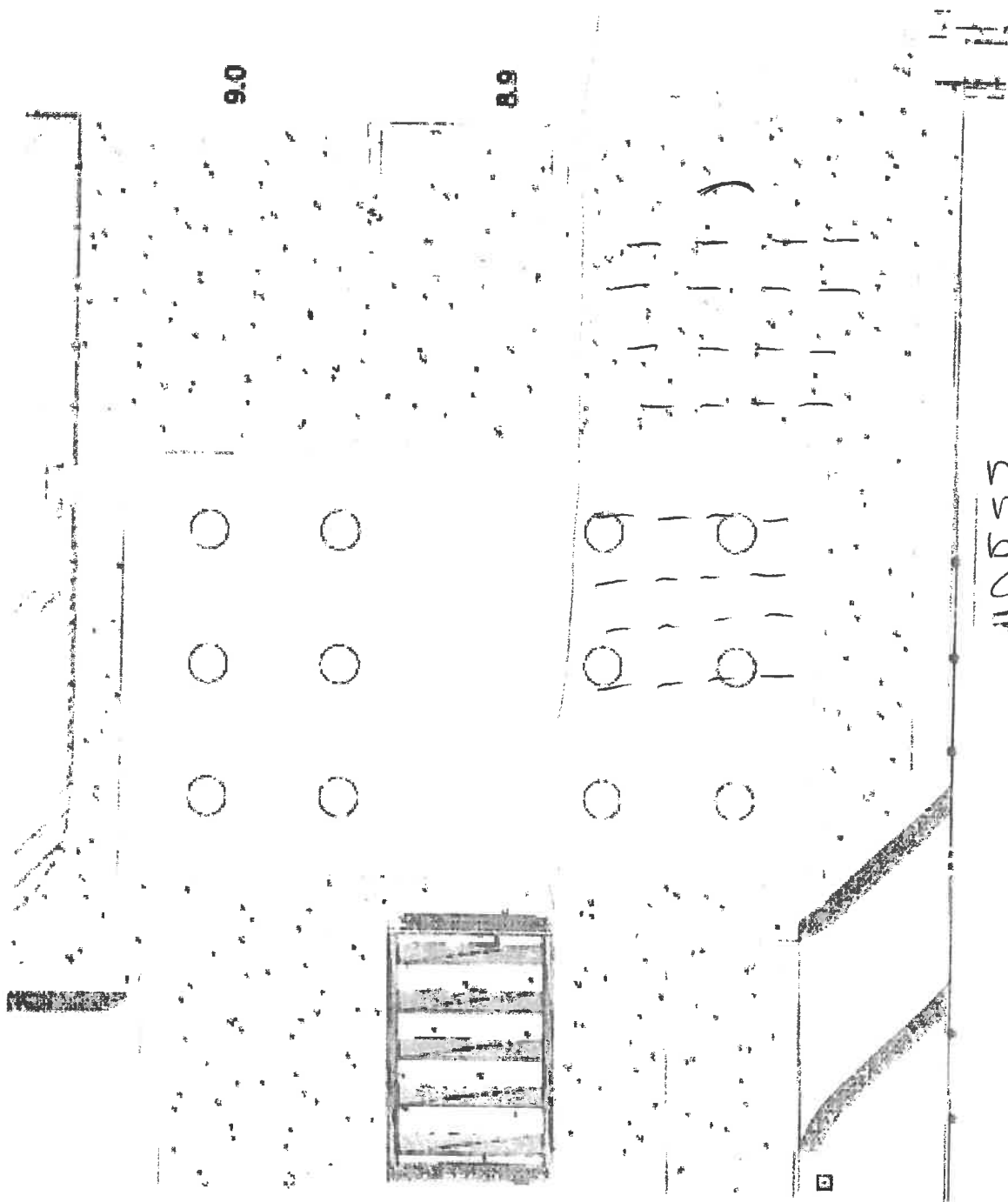
ation

I, ME, a Notary Public of the State of Florida,
who is personally known to me/provided
and who did/did not take an oath.


Notary Public, State of Florida

My Commission Expires: 12-22-25





nomic
nopodium
benches &
chairs
~~75-90 for~~
50-75

[Signature]

Pavillion Ocean Plaza
Jun 6, 2023

JAN 6 2023

Priest
Throws a
Cross in water, Releases doves
est 10 swimmers from congregation retrieve cross

12-1
Blessing of the water

*Event to provide certified
lifeguard

Swimmers from
the sand 12-1

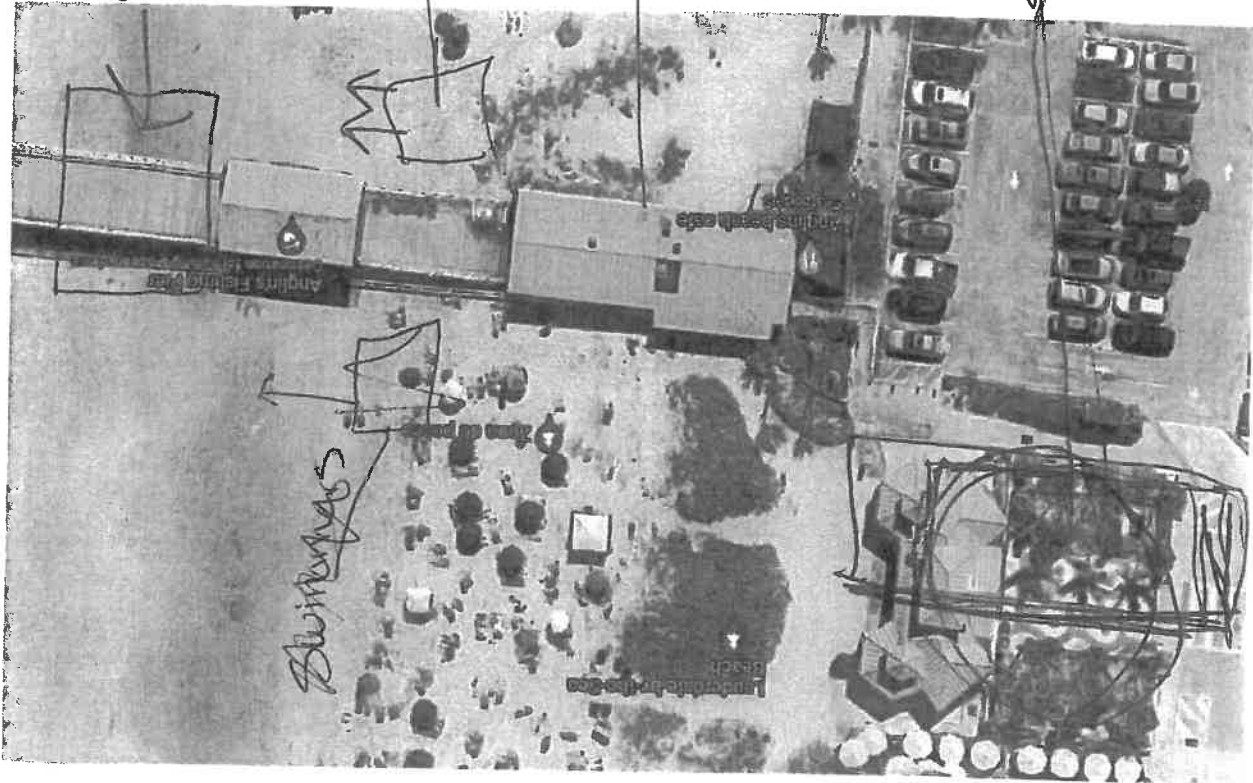
unserved 1-2pm

Saint Demetrios Greek Orthodox
Church
Service

9:AM - 11:30 AM

Will use half of pavilion

South side
and Ocean Plaza



South
of
Pavilion



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: Consent

Subject Title: RESOLUTION 2022-54 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST RENEWAL OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF AND ACCESS TO TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE **(EXHIBIT 1)**.

Explanation: After a hurricane or other significant debris producing event, Broward County designates temporary debris management sites (TDMS) to accept debris generated by municipalities that have executed an Interlocal Agreement with the County. The County has requested that the Town exercise its option to renew the Interlocal Agreement (ILA) **(Exhibit 2)**. The ILA was entered into in 2018 and expired on November 30, 2022.

The ILA describes each party's responsibilities regarding the use of the County's sites and services and it provides for participating municipalities to reimburse the County for their proportionate share of the costs incurred by the County in processing the debris. Executing the ILA allows us to take our debris to the County's sites but it doesn't require that we do so. The ILA provides for two five-year extensions; this item authorizes the first five-year extension.

Previously during Hurricane Irma the Town had the option to utilize a County TDMS however we negotiated an agreement with the City of Fort Lauderdale that allowed us to take our debris to their site at Holiday Park, which was much closer than any County site. Since this time, we have been fortunate in not needing to utilize any other TDMS. Over the past several years to ensure we had multiple TDMS available to us the Town was able to execute similar agreements with the City of Fort Lauderdale and the City of Pompano Beach. This ILA with the County would essentially continue to provide us with a third option should we ever need to utilize it.

Recommendation: Approve Resolution 2022-54 Authorizing the Town Manager to execute the Renewal Authorization with Broward County for the use of and access to temporary debris management sites and other related services.

Attachments:

Ex. 1- Resolution 2022-54 Broward County

Ex. 2- ILA

EX.3- Renewal Authorization

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

3
4
5
6
7
8
9
10
11

13

14

15

16

17
18
19

20

21

22

23
24
25
26

27
28
29

30
31

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

Section 2. Renewal Agreement Approved. The attached Renewal Authorization with the County is approved.

Section 3. Authorization to Implement. The appropriate Town officials are hereby authorized to take any and all actions to effectuate the implementation of the attached Renewal Authorization.

Section 4. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the attached Renewal Authorization together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney, including without limitation execution of the second option to renew that is provided for in the Agreement.

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

Section 6. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 13th day of December, 2022.

Attest:

Mayor Chris Vincent

Katrina Adler, Town Clerk

61 APPROVED AS TO FORM:

62

63

64

65

Susan L. Trevarthen, Town Attorney



Letter of Transmittal

Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

October 23, 2018

VIA FedEx: 773543554439

And email: TedraA@lauderdalebythesea-fl.gov

To:

Town of Lauderdale-by-the-Sea
Town Hall
Attn: Tedra Allen, Town Clerk
4501 N Ocean Drive
Lauderdale-by-the-Sea, FL 33308

From:

Eliner Knight
Solid Waste and Recycling Services
One N University Drive, Suite 400
Plantation, FL 33324

Tedra,

Enclosed please find one fully-executed original copy of the Interlocal Agreement between Broward County and the **Town of Lauderdale-by-the-Sea** for:

- **Use of Temporary Debris Management Sites and Other Related Services**

Please contact me if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elin", is placed above the printed name.

Eliner Knight
Administrative Specialist
954-474-1849
eknight@broward.org

Enclosure

cc via email: Don Prince (DonP@LBTS-FL.gov)



From: [Knight, Eliner](#)
To: [Tedra Allen \(TedraA@LBTS-FL.gov\)](mailto:TedraA@LBTS-FL.gov)
Cc: [Don Prince \(DonP@LBTS-FL.gov\)](mailto:DonP@LBTS-FL.gov)
Subject: LBTS TDMS ILA received by SWRS
Date: Wednesday, October 10, 2018 1:04:43 PM
Attachments: [image001.jpg](#)

Hi, Tedra,

Three original hard copies, each signed by LBTS officials, were received in our office this morning. Documentation was attached which confirmed that the Town authorized the ILA on March 27, 2018; therefore, Jeff Turpin, Solid Waste and Recycling Services Director, has given his assurance that the ILA is in effect for your Town for the 2018 Hurricane season.

Once the County signature page is signed, we will return one fully-executed original ILA for Temporary Debris Management Sites and Other Related Services to your attention. Please confirm that you are located at the following address:

Town of Lauderdale-by-the-Sea
Town Hall
4501 N Ocean Drive
Lauderdale-by-the-Sea, FL 33308
Thank you.

Elle

Eliner Knight

Administrative Specialist

BROWARD COUNTY

Solid Waste and Recycling Services

1 N University Drive, Suite 400, Plantation FL 33324

954-474-1849

eknight@broward.org



This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("**Agreement**") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("**County**") and Lauderdale-By-The-Sea ("**Government Entity**") (collectively, the "**Parties**").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Broward County Board of County Commissioners of Broward County, Florida.

1.2 **County Contract Administrator.** The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Debris Management Center.** The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 **Disaster Debris.** Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 **Disaster Debris Monitor or DDM.** The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 **Government Entity Contract Administrator is the Director of Municipal Services.**

1.9 **Hazardous Stump.** Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming

Load Ticket.

1.10 **Load Tickets.** A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris.** Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic

ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of

the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling
Services 1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew

the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable 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.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida

Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity nor County 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 right or claim against either of them based upon this Agreement.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite
409 115 South Andrews
Avenue Fort Lauderdale,
Florida 33301
Email: bhenry@broward.org

With a copy to:

Director, Solid Waste and Recycling
Services One North University Drive,
Suite 400 Plantation, Florida 33324
Email: jturpin@broward.org

FOR GOVERNMENT ENTITY:

Director of Municipal Services
Town Hall
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Email: TownClerk@lbs-pl.gov

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 Conflicts. Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and

important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any 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, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding

concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 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 legal authority.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the 20th day of March, 2018, and Lauderdale-by-the-Sea, signing by and through its authorized signatory, duly authorized to execute same.

WITNESSES:


TAMARA BRANNON


JODI GARDNER

Insurance requirements
approved by Broward County
Risk Management Division

By  10/16/18
(Date)

COUNTY

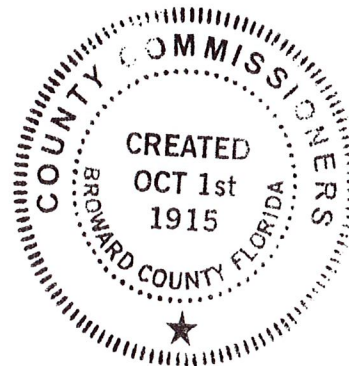
By:


Monica Cepero

County Administrator
Deputy County Administrator

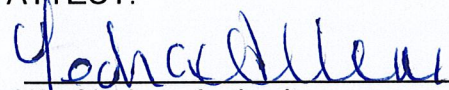
Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  10/17/18
(Date)
Keoki M. Baron
Assistant County Attorney



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND LAUDERDALE-
BY-THE-SEA FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS
MANAGEMENT SITES AND RELATED SERVICES

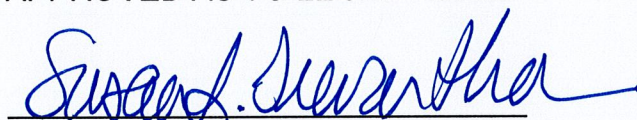
ATTEST:


City Clerk or Authority

By: 
Chris Vincent, Mayor

Dated: 27th day of March, 2018

APPROVED AS TO LEGAL FORM:


Governmental Entity Attorney

Dated: 3/27/18



KEVIN B. KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Participating Cities)

RE: Renewal of the Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Participating Cities):

In 2018, Broward County and your governmental entity entered into an Interlocal Agreement ("ILA") that allows your use of County-owned Temporary Debris Management Sites ("TDMS").

The initial term of the ILA will soon expire. Section 4.1 of the ILA provides for a five-year renewal that may be exercised "upon mutual consent of the County Contract Administrator and the Government Entity"

If your governmental entity wishes to exercise the first of the five-year renewals, please return the following to Notosha Austin at naustin@broward.org no later than November 15, 2022:

1. A countersigned copy of this letter indicating your written consent to renew the ILA; and
2. Any authorizing resolution or legislation deemed necessary by your governmental entity to authorize your countersignature or this renewal.

If this countersigned letter (with any required authorizing resolution or legislation) is not returned by November 15, 2022, Broward County will assume your governmental entity does not desire to renew the ILA and proceed accordingly. If you have questions or concerns, do not hesitate to reach out at naustin@broward.org or (954) 474-1880.

Sincerely,

Kevin Kelleher
Assistant County Administrator

Consent to Renew:

Authorized Signer Government Entity

Name, Title (Print)

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Katie Anderson, Special Events & Marketing Coordinator

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Special Event Application for Lauderdale-By-The-Sea Health Fair on February 4, 2023 and Co-Sponsorship by the Town

Explanation: The Lauderdale-By-The-Sea Chamber of Commerce, the Applicant, has submitted a Special Event Application (Exhibit 1) to hold a Lauderdale-By-The-Sea Health Fair in Jarvis Hall on Saturday, February 4, 2023 ("the Event"). The Event includes approximately 25 vendors highlighting various aspects of health care. The Applicant is expecting 200 attendees throughout the Event and 20 volunteers.

This community Event is intended to introduce residents to various aspects of health care and local services available to them.

Lauderdale-By-The-Sea Health Fair, Saturday, February 4, 2023

Start of Set Up	Friday (02/03/23) 1:00PM
Event Starts	Saturday (02/04/23) 8:30AM
Event Ends	1:00PM
Clean Up Completed	3:00PM

The Applicant is requesting the Town to co-sponsor the Event in conjunction with the Lauderdale-By-The-Sea Chamber of Commerce and Broward Health's Imperial Point Medical Center. The following is requested of Town as contribution to the Event:

- Providing Jarvis Hall with 20-30 8' tables and chairs – based on space and final vendor count – free of charge
- Sharing a camera-ready logo that can be used to develop a flier to help advertise the event
- Helping advertise this community-wide event by placing the Event in Town Topics, sharing it through Town email blasts, and Town signage (street marquis at Jarvis Hall and Visitor Center)
- Providing 20-30 free vendor parking passes to be used that day to assist with the vendors set up, or better yet, offer free 1 hour parking spaces that morning for

residents and visitors to enjoy the fair. Applicant has requested free parking spaces at Town Hall, the tennis courts, and beach parking at A1A

There is no direct expense to the Town associated with the terms set forth for a co-sponsorship of this Event. With the Town's recommended concession of parking in front of and behind Town Hall, the potential loss of revenue is approximately \$987.00.

Recommendation: Staff recommends approval of the Lauderdale-By-The-Sea Health Fair Event and co-sponsorship of the Event by the Town with the following conditions:

- Town will provide 20-30 8' tables, as well as chairs, at no charge to the Applicant
- Town will share a licensed logo to be used in marketing and promotional materials
- Town will highlight the Event in Town Topics, as well as in Town generated email blasts
- Town will promote the Event in the street marquis at Jarvis Hall as well as the Visitor Center
- Town will offer free parking in the lots in front of, and behind, Town Hall, excluding the spots reserved for Public Works, on the day of the event

Exhibits: Ex. 1 Special Event Application for Lauderdale-By-The-Sea Health Fair



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

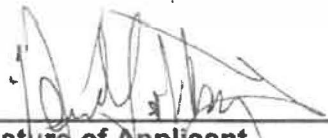
Important to remember:

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

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

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

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



Signature of Applicant

Print Name: Howard Goldpert

Event Name: LBTS Chamber
Health Fair



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: Lander date By the Sea + Health Fair

Event Purpose, Description and Activities: Expos for

New Event X or Returning Event Previous Attendance

Day(s) and Date(s) of Event: February 4, 2023

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

Jarvis Hall

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

Participants: 200 #Spectators #Adult volunteers: 20

Please complete the following table:

Activity	Day	Time
Start of set-up:	<u>2/3/23</u>	<u>1:00 pm</u>
Start time of the Event:	<u>2/4/23</u>	<u>8:30 8:30 am</u>
EVENT		
End time of the Event:	<u>2/4/23</u>	<u>1:00 pm</u>
Start of Clean up:	<u>2/4/23</u>	<u>1:00 pm</u>
Clean-up completed by: (Site restored to original condition)	<u>2/4/23</u>	<u>3:00 pm</u>

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: *LPTS Chamber of Commerce (Lauderdale) + Ann Marchetti*
Mailing address: *4201 N. Ocean DR LPTS 33308*
Phone: *568-468-5167* Mobile phone: *Same*
Email: *Ann.Marchetti@lpts.com* Fax: *954-440-0083*

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

Name(s): *Ann Marchetti*
Mailing address: *7011817 Ft Lauderdale FL 33331*
Phone: *568-468-5167* Mobile phone: *Same*
Evening phone: *11* Fax: *954-530-0083*
Email: *Ann@annmarchetti.com*

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

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

Name: *same as above* Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

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

see attached

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached) *see attached.*

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

CONCESSIONS:

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

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

If YES, has the Florida Health Department approved the food vending Site Plans?
YES NO

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

Is the food free of charge _____ or for sale _____

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

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

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

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

Provide details of dispensing locations here and on Site Plan na

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

VENDORS

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

Name _____ Company _____ Vendor Type _____

See attached

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

☒ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance:

☒ Planned recorded music

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

will use power and room speakers for music

CLEAN EVENT STANDARDS

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

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

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

Name:

N/A

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: _____
Canopies: _____
Stages: _____
Bleachers: _____ list size and max load:

na

UTILITIES

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

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

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

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

Will any electrical equipment be installed in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes NO

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

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

na

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

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

Please assist us with posting signage on the Town kiosks/Visitor Center kiosk
Print files for posting in the town's 61
Also an article in the Town Topics

T:\0 Special Event and Park Permits\0 Special Event Application\Special Event Permit App\April 2017.docx

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: na
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable: na

VEHICLES

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

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

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

one truck
Imperial Pt. Rd. One Blood mobile
LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

All vehicles at Jarvis Hall.

TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the Event?

YES NO
We are requesting free parking for vendors
Town Hall/Hennis courts/Beach Park @ 71
211A.

T:\0 Special Event and Park Permits\0 Special Event Application\Special Event Permit App\April 2017.docx

free parking for vendors

ANIMALS

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

Are animals included in your event?
If yes, please give details:

YES ☒ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES ☒ NO

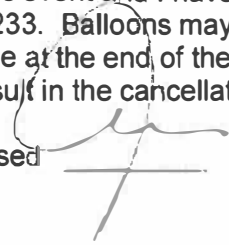
If yes, please provide the number and description of each type:

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released



FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance. Not a problem

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 2:00 pm 2/3/12 and the area will be cleaned and open by 3:00 pm 2/3/12.
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

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

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

INDEMNIFICATION

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

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

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, or in any way arising out of this Special Event Application for claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

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

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked,

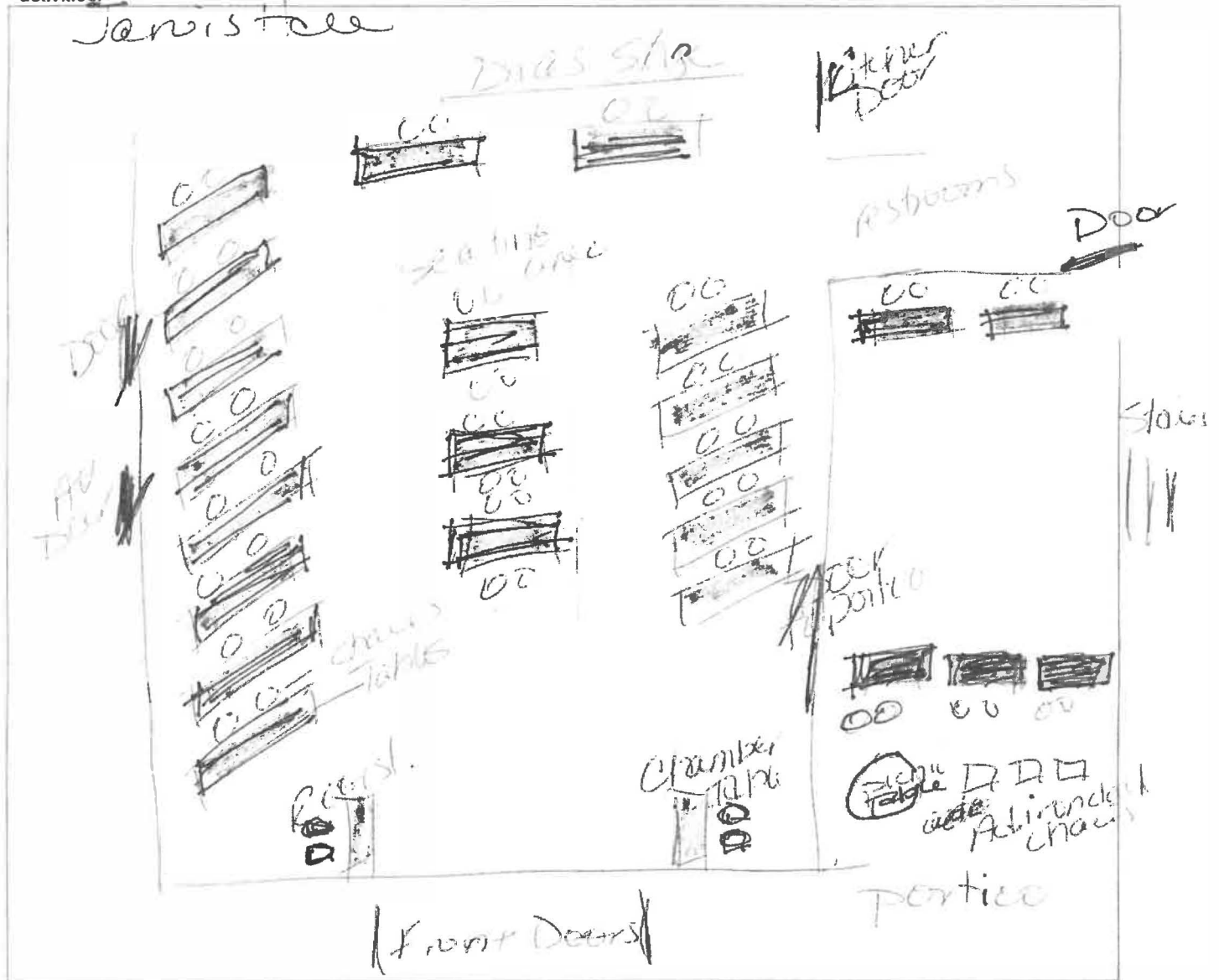
Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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



total tables = 25
total chairs = 56
chairs

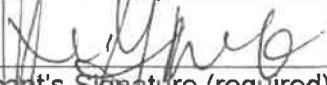
• need microphone

Applicant's Certification

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

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

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


Applicant's Signature (required)

11 / 15 / 22
Date

Howard Seibert, Chair
Applicant's Printed Name and Title/Organization

954-937-1790
Telephone Number

BTS
Chamber

STATE OF FLORIDA:

COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:



October 18, 2022

Dear Town Manager Connors;

On behalf of the Lauderdale-By-The -Sea (LBTS) Chamber of Commerce and Broward Health's Imperial Point Medical Center, we would like to partner with Town to offer a Health Fair for our businesses and their employees, residents, and visitors on Saturday, February 4th from 8:30am-1:00 pm at Jarvis Hall.

We have asked Imperial Point to explore health vendors that specialize in prevention and treatment of common issues impacting our community such as cardiovascular health, dermatology, nutrition and weight management, chronic disease prevention- hypertension, diabetes, cancer, etc. Vendors and providers will bring tablecloths, supplies and materials (including samples to give away) to support resident and visitors' inquiries and needs, including but not limited to: blood pressure testing, nutrition and exercise tools, healthy recipes, insurance navigation, skin care/sun exposure, and covid/influenza prevention.

We ask that the Town assist by:

- Providing Jarvis Hall with 20-30, 8 foot tables and chairs -based on space and final vendors count free of charge.
- Sharing a camera-ready logo that we can use to develop a flier to help advertise this event.
- Help advertise this community-wide event by placing the event in Town Topics, sharing it through Town email blasts and Town signage.
- 20 free vendor parking passes to be used for that day to assist with the vendors or better yet, offer free 1 hour parking spaces that morning for residents and visitors to enjoy the fair (much like Town does for elections).

We look forward to this partnership and promoting a healthier LBTS for our businesses, residents and visitors. Please let me know if you have any questions. Thank you.

Sincerely

Howard Goldberg, Chair

Lauderdale-By-The-Sea Chamber of Commerce

Potential Vendors for LBTS Health Fair

Table No.	Vendor	Name	Contact	Contact Phone	Contact Email
Outside Parking Lot	Imperial Point	Mobil Van			
1	Imperial Point	Colorectal			
2	Imperial Point	Urology			
3	Imperial Point	Cardiology			
4	Imperial Point	Podiatry			
5	Imperial Point	Physical Therapy/Rehab			
6	Imperial Point	Nutrition/Bariatric Surgery			
7	Imperial Point	Orthopedics			
8	Imperial Point	Ophthalmology			
9	Imperial Point	Sports Medicine			
10	Imperial Point	Holistic Medicine			
Outside Parking Lot	One Blood	Blood Mobile			
Outside LBTS Firehouse	LBTS	Fire/AMS			
11	LBTS	Town Services/Community Center			
12	Chamber Member	Dental By The Sea			
13	Chamber Member	Nutrition			
14	Chamber Member	Chiropractor			
15	Chamber Member	TBD			
16	Chamber Member	TBD			
17	Chamber Member	TBD			
18	Chamber Member	TBD			
19	Chamber Member	TBD			
20	Chamber Member	TBD			

21	Seating Table				
22	Seating Table				
23	Seating Table				
24	Registration Table				
25	LBTs/Chamber Table				

Dear XX,

The Lauderdale-By-The-Sea (LBTs) Chamber, Town and our member, Broward Health's Imperial Point Medical Center have joined forces to bring a free health fair to LBTs for our residents, visitors, businesses, and friends. The event will take place on Saturday, February 4, 2023 from 8:30 am-1 pm at Jarvis Hall, 4505 N Ocean Drive.

We invite you to be apart of this exciting event by serving as a vendor/exhibitor.

- Reach our unique community
- Provide education about your business
- Reach the Senior Market on a personal level,
- Give Seniors the quality of life they deserve,
- Meet the Caregivers, meet the family members,
- Secure new business contacts, develop prospect database, accelerate the sales process, access the decision maker, provide hands-on exposure to products and services, identify and assess new markets, maintain market viability, introduce a company to a new market, launch a new product or service, counteract competitor claims, generate media exposure, build brand awareness, recruit new distributors, retailers or representatives, recruit personnel with specialized skills, network with the regional business community, expand your business out of county and Internationally, gain customer feedback, maintain profile with competitors, test the market for new product or service development, identify and assess new markets, getting your customers to buy more, maintain or extend relationships with existing clients, trade show return-on-investment is lasting, market research, prevent client switching.

REASONS TO ATTEND: Great food, Raffle Prizes, Job Fair, Informative Seminars, Travel Ideas, Model Search, Medical Tests, Entertainment, Great Food, Health Screenings, Raffle Prizes, Great Give-aways, Free Massage, Free Check-ups, Special Discounts, New Products, Investment Ideas, Longevity Resources.

Join the Lauderdale-By-The-Sea
Chamber of Commerce, Town of
Lauderdale-By-The-Sea &
Broward Health Imperial Point
Medical Center

February 4, 2023

9am-1pm

Jarvis Hall

4505 N Ocean Dr. LBTS



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE



FREE FREE FREE FREE FREE



**Healthy Lifestyle Demonstrations, Blood Mobile, Podiatry,
Cardiovascular Health, Holistic Medicine, Sports Medicine,
Orthopedics, Ophthalmology, Nutrition, Fire Safety,
Emergency Response, Refreshments, and More!**

The Lauderdale-By-The-Sea (LBTS) Chamber and our member, Broward Health's Imperial Point Medical Center are requesting co-sponsorship with the Town of LBTS on a Health Fair on February 4, 2023 from 8:30 am-1:00 pm at Jarvis Hall.

The benefit of the event will be as follows:

1. Increase the visibility and footprint for the Town of LBTS
2. Increase the number of partnerships for LBTS (adding Chamber members and Imperial Point's Medical Departments).
3. Create a positive healthy event for residents and visitors coming to LBTS
4. Expand the knowledge and information that residents and visitors have on common health conditions and how to better remedy these issues in a proactive manner.
5. Equate a healthy lifestyle with LBTS-Health is Wealth!



Agenda Item No: 12.a

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

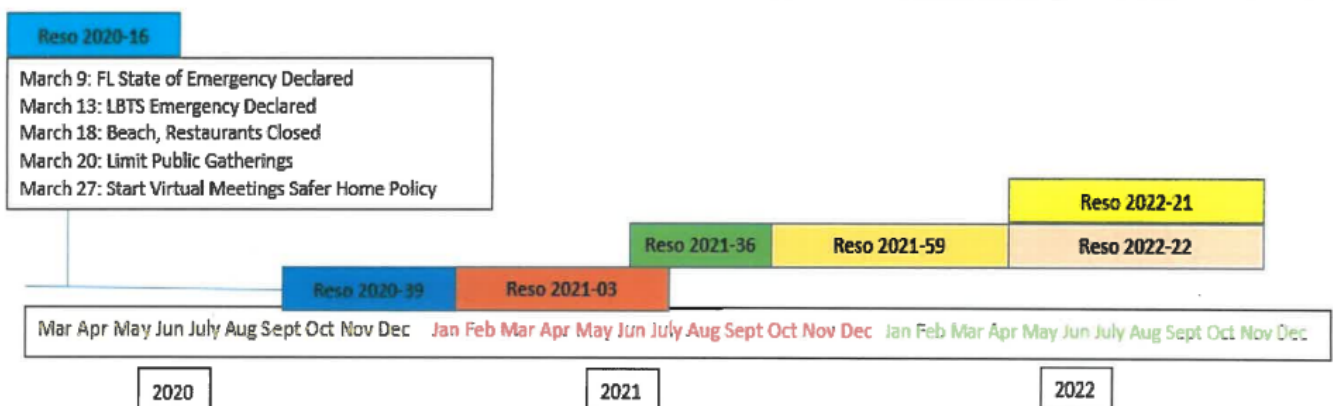
Item Type: Discussion Item

Agenda Section: Old Business

Subject Title: Sidewalk Café and Outdoor Dining Fee Waivers related to COVID - 19

Introduction: Now that we are back to normal regarding the COVID pandemic, the Town has moved forward with standard procedures - one of which is billing our restaurants for their use of the right-of-way for their sidewalk cafés. There were several waivers for these costs during the COVID pandemic and some of the restauranteurs and Commissioners have asked for clarification regarding what fees were waived during what time frame and what we have charged. This item is presented to provide this information.

Background: The resolutions and timeframes regarding emergency orders are listed in the timeline below and further explained in the following text. Exhibit 1 provides additional detail.



On March 13, 2020, a public emergency was declared in Lauderdale-By-The-Sea due to COVID-19, mirroring emergencies that were also declared for Broward County and for the state of Florida. On March 20, 2020, the Town followed Broward County, and ordered the restaurants and beaches closed. In response to and as authorized by these emergency orders, the Town responded to the restaurant closures by renting traffic barriers for safety and allowing the expansion of outdoor dining into the parking areas downtown, and also allowing outdoor dining in Ocean Plaza.

On July 8, 2020, Broward County issued Emergency Order 20-21, which allowed restaurants to open at 50 percent capacity and have limited on-premises consumption of food as well as take-out and delivery services. For the purposes of billing, it is important to note that restaurants were completely closed for seating for a total of 110 days. The Town observed that continued outdoor dining was extremely popular in the Town, and the restaurants also expressed their strong support for the program.

On July 21, 2020, the Town Commission amended the Town Code of Ordinances so that it could waive specified provisions of its Code by adopting a resolution finding that an extraordinary circumstance existed justifying such a waiver. The waiver could last for a maximum of 6 months at a time, and the Commission could extend its finding to authorize an extension of the waiver.

On September 21, 2020, the Town Commission adopted Resolution 2020-39, and determined that the COVID emergency was an “extraordinary circumstance” for the Town, its businesses, and residents. The extenuating circumstances resulted in restaurants needing Code waivers to allow additional outdoor dining in the parking spaces. The Town allowed seating for outdoor dining in the parallel parking spaces downtown and provided barricades, banners, and canopies for the safety of downtown residents and visitors utilizing these parking areas for seating.

Resolution 2020-39 authorized the continued waiver allowing the expansion of Sidewalk Cafes through January 15, 2021. On January 26, 2021, by adoption of Resolution 2021-03, the Commission further extended the waiver until July 15, 2021 for the following items:

- (1) Business Tax Receipts - due dates and late penalties
- (2) Sidewalk Café - permits applications and right-of-way license fees (for the ability to use the parking spaces for dining)
- (3) Sidewalk Café - standards and requirements (fixtures, barriers)
- (4) Temporary signs and sign regulations by zoning district.

With Resolution 2021-03 nearing expiration and the COVID emergency orders having expired, the Commission approved Resolution 2021-36 on June 29, 2021, which extended the use of parking spaces for outdoor dining through October 15, 2021 based on the need to plan for the transition from COVID operations to what the Town was beginning to consider at that time: a permanent conversion of these areas to allow expanded dining, accompanied by revisions to the sidewalk café Code requirements to make this dining Code-compliant. The Commission’s motion to approve this Resolution allowed the restaurants continued use of the additional parking spaces for dining at no cost. The Commission ended the waiver of fees for these dining areas by adopting Resolution 2021-59 on October 4, 2021, but extended the finding and waiver to allow continued use of these areas for outdoor dining.

Explanation: There are two issues which the Commission and businesses have asked and each are addressed below.

Reimbursement of Fees from FY20

Sidewalk café fees are billed at the start of the fiscal year for the upcoming year (October 1 – September 30). Most businesses pay in full when billed.

As outlined above, the restaurants and beaches were closed in our Town for a period of 110 days (March – July). Restaurants had previously paid for the use of the right-of-way for their sidewalks but were not able to use their sidewalk cafés during this period. Some businesses have questioned the need for sidewalk café fee reimbursement for this time. If we reimbursed the restaurants for this duration, the Town would reimburse \$25,000 to the restaurants.

We have also heard that the fee reimbursement should include the entire remaining fiscal year (March – September 30, 2020). The reimbursement for this timeframe would be approximately \$47,000.

Charges of Fees from July 15, 2021 – September 30, 2021

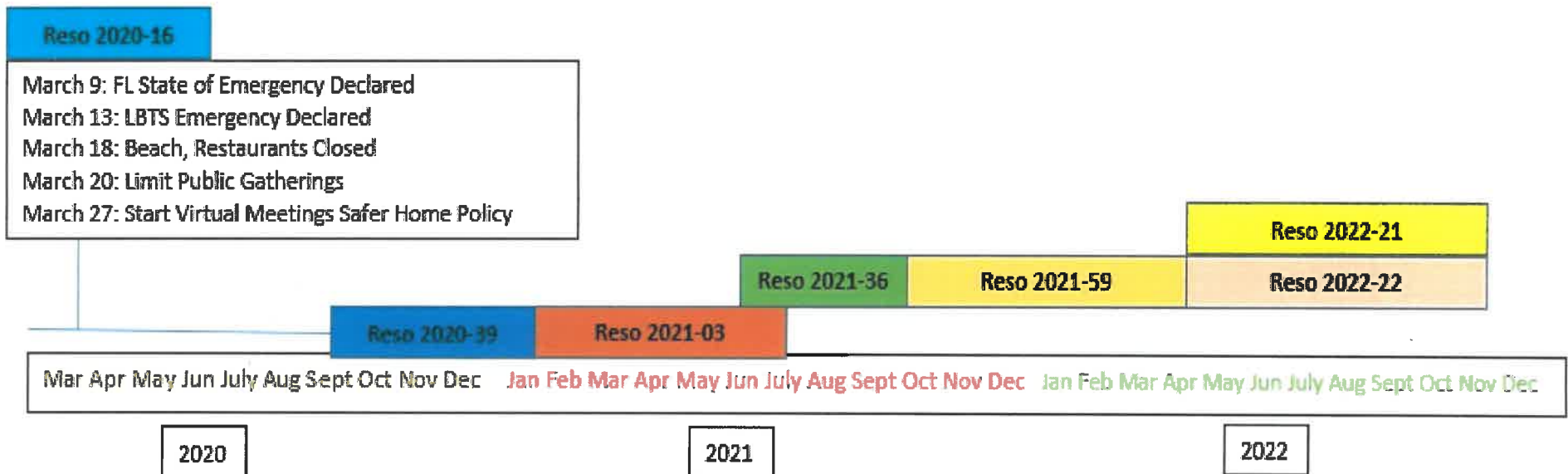
Resolution 2021-36 only waived the fees associated with the parking areas and Plaza areas used for dining. It did not extend the waiver of Sidewalk café and right-of-way license fees. Therefore, Town staff invoiced businesses for these fees (July 15, 2021 – September 30, 2021) as they had not previously been billed for the use of the Town's right-of-way due to the emergency declarations, which expired in June 2021.

Some businesses have indicated that they believed that the Commission's intent was to waive the fees for the sidewalk cafes as well as the parking areas. Staff reviewed the agenda items, meeting minutes and the video of the meetings for all of the emergency declarations and found that this was not the case. The Commission's motion was specific.

Recommendation: The Town Commission provide direction to Town staff regarding waiving Sidewalk Café Right-of-Way Fees.

Exhibits: Ex. 1 Table of Resolution Approval Timeline for COVID-19

RESOLUTION/DISCUSSION	DATE	ACTION
2020-39	Sept. 21, 2020	Authorization of expansion of Sidewalk Cafés into parking areas through January 15, 2021
2021-03	January 26, 2021	Further extended expansion of Sidewalk Cafés into parking areas through July 15, 2021. ROW fees to restart (Sidewalk Café) July 15th.
Discussion	June 8, 2021	Meeting requested by Chamber of Commerce and Town Businesses regarding Sidewalk Café areas and Aruba's use of a portion of Ocean Plaza. Discussion only, no action
2021-36	June 29, 2021	Further extended expansion of Sidewalk Cafés into parking areas and Aruba's use of a portion of Ocean Plaza through October 15, 2021
2021-59	October 4, 2021	Further extended expansion of Sidewalk Cafés into parking areas and Aruba's use of a portion of Ocean Plaza through April 15, 2022
Discussion	January 25, 2022	Discussion only, no action
Discussion	April 12, 2022	Discussion only, no action
2022-18	April 26, 2022	Amended policy for Plaza use by entities other than Town: Failed 2-2
2022-21	May 10, 2022	Further extended expansion of Sidewalk Cafés into parking areas through November 10, 2022
2022-22	May 10, 2022	Further extended Aruba's use of a portion of Ocean Plaza through November 10, 2022
Discussion	May 24, 2022	Commission adopted fees of \$18/sq ft for Sidewalk Cafés (including the parking areas) and \$34/sq ft for Aruba's use of a portion of Ocean Plaza





Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: New Business

Subject Title: RESOLUTION 2022-55 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FULL MOON CREATIVE LLC. FOR A/V EQUIPMENT UPGRADES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (**EXHIBIT 1**).

Explanation: Over the past several years, the Town has been having ongoing audio issues occurring in Jarvis Hall that cumulated with a full system failure at the April 12th Commission meeting. Prior to adjournment of this meeting, the Commission authorized the Town Manager to move forward with replacement of the audio equipment to ensure that we can properly conduct meetings and be able to record the audio as well as to advise the Commission when prices were obtained. Staff interviewed several A/V companies and finally settled on Full Moon as being the contractor that was knowledgeable and available to address our immediate needs. They also evaluated the current system to provide an estimate for the updates necessary to develop a reliable audio system.

Full Moon addressed our immediate needs and has been available at all our Commission meetings to run the AV equipment and manage any AV issues during these meetings.

As part of the FY23 budgeting process we requested Full Moon, through its partner Vibe Design Group, to provide a quote (**Exhibit 2**) that would address the remaining portions of the system in need of replacement. These updates will address airflow, organize cable routing, label, and document all cabling, replace the voting system, and update the remaining audio video. Staff has developed a technology replacement plan going forward will ensure we are not left in this undesirable position again.

Full Moon and its partner Vibe Design Group were recently engaged by the Town of Davie to complete a similar upgrade to their A/V system. Our plan was to piggyback on their contract and bring this to the Commission for review and consideration. Unfortunately, our needs and components vary from the Town of Davie's contract and a piggyback item is not appropriate. However, when examining the pricing of the Town of Davie bid versus

the quote we received, staff found that the quote is comparable to Davie's in that represents competitively priced equipment and installation costs.

We have been extremely happy with the job Full Moon and Vibe have done keeping our current system running and we feel that their knowledge of our A/V needs as well as hands on experience producing the Town's meeting give them insight as it allows them to be up to speed already on our needs. Should another firm be brought in we feel this would delay the process and ultimately, we would not receive the level of technical support on which we currently enjoy.

Because this approval procedure deviates from the requirements of the Purchasing Manual, the staff requests the Town Commission waive Town purchasing requirements as in the best interest of the Town pursuant to Section IV.L. of the Town Purchasing Manual and approve the purchase of A/V equipment in an amount not to exceed \$165,000.00, which is the budgeted amount for this project with the FY23 CIP Capital Outlay & Equipment line item (300-519000-500640).

Recommendation: Approve Resolution 2022-55 Authorizing the Town Manager to execute a purchasing agreement with Full Moon Creative LLC for Jarvis Hall A/V upgrades.

Attachments:

- Ex. 1- Resolution 2022-55
- Ex. 2- Vibe Design Group Quote
- Ex. 3- Full Moon 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

3
4
5
6
7
8
9

11
12
1314
15
16

17
18
19

20
2122
23
24

25
26
27

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

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

32 **Section 2. Approval of Agreement.** The Town Commission hereby approves the
33 Agreement with Full Moon for the Services.

34 **Section 3. Waiver of Purchasing Manual.** The Town Commission hereby waives the
35 Purchasing Manual for the Services.

36 **Section 4. Authorization to Execute Agreement.** The Town Commission hereby
37 authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto
38 as Exhibit “A,” with Full Moon for the Services, subject to the approval as to form, content, and
39 legal sufficiency by the Town Manager and Town Attorney.

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

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

46 **PASSED AND ADOPTED** this 13th day of December, 2022.

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67

Attest:

Mayor Chris Vincent

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale by the Sea Commission Chambers- Full AV upgrade



December 1, 2022



COMMISSION CHAMBERS

SCOPE

We recently replaced the audio processing equipment for the Commission Chambers. This equipment was failing and required urgent replacement. Because none of the equipment was properly labeled and there was insufficient budget to replace the entire installation, we quoted this work with as little impact to the remainder of the installation as possible (to avoid fixing one problem and creating another). However, we included time in our quote to fully inspect and document the systems so that we would have a full understanding to quote replacement of the system. This is extremely important so that no functionality is missed, as there is no documentation available on the existing system.

Initially, we suggested that the remainder of the system be replaced as soon as possible. During the course of our work, we have discovered several other significant issues that are cause for concern. These are all addressed in the quote below, but a few are below. Photos will be included in a later section.

- The overall installation is completely undocumented and unprofessional.
- If any item fails it is nearly impossible for any technician to troubleshoot and replace equipment without a high risk of causing other issues.
- Because the entire system is undocumented and there is no cable labeling, all existing field wiring will need to be completely tested and documented as part of the refresh
- All equipment seems to have been installed with no regard to building code or proper engineering. A few examples:
 - Speakers are suspended overhead in a totally haphazard manner
 - The rack is overstuffed with equipment in hard to access locations.
 - Some of the equipment in the rear of the rack was dangling from the cabling connections.
 - There were no mute connections to the audio system in case of fire (required by building code)
 - Wireless equipment is improperly specified. Frequencies are conflicting and not properly selected.

The primary focus of this quote is 3 parts:

- Replace all broadcast, video routing, and control equipment, which is also beyond its useful lifespan
- Completely remove all of the existing equipment and cleanup / document all existing cabling
- Rebuild the system in a professional manner and document for maintenance and support purposes

While the wireless microphones would not typically be at the end of their useful lifespan, we are quoting replacement, since the existing system was improperly engineered and specified. We are also quoting replacement of both the projector and televisions. The projector is beyond its useful lifespan. Newer units will look better, last longer, and not require lamp changes. The televisions are being replaced because they are commodity and we don't want them to be failing after we have replaced much of the remaining system. We will also increase the size of these displays for better visibility.

The following items will be repurposed:

- Uverse and Comcast encoders
- Matrox recorder
- Granicus server
- Scala signage
- Projection Screen
- Items replaced in June 2022.

The existing encoders from Uverse and Comcast are standard definition. The providers may be willing to update these to high definition units, which we could easily replace during the course of the installation at no additional cost. We will install a backup SSD recorder and use the existing Matrox unit as a secondary backup. All equipment marked OFE is owner furnished equipment that was replaced during the previous project.

BUILDING COMMUNICATION



AUDIO

QTY DESCRIPTION

1	OWNER FURNISHED QSC CORE NANO Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB...
2	OWNER FURNISHED AtlasIED BB-EB1616DT BlueBridge[®] Expansion I/O Box with Dante™
1	OWNER FURNISHED QSC SL-QUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual
1	OWNER FURNISHED Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
1	OWNER FURNISHED Apple iPad 32GB iPad 32GB
1	OWNER FURNISHED QSC SL-QSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual
1	OWNER FURNISHED QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
1	LEA Professional Connect 704 4 Channel x 700W @ 4 ohm amplifier with internal DSP

BROADCAST

QTY DESCRIPTION

4	Telycam TLC-300-IP-20(NDI) 1080p60; 20X; 60.5degree FOVPOE, NDI® HX, 3G-SDI+HDMI+USB3.0
1	Elgato Stream Deck Keypad with 15 Customizable LCD Keys and customizable software
2	Dell S2415H 23" Desktop LED Monitor
3	Windy City Wire CAT6-BLK Cat6 non-plenum Black
1	Blackmagic Design BMD-SWATEMTVSTU/HD ATEM Television Studio HD
1	SmartWire RG6HDP-BLK RG6U HDSOI CMP Blk Jkt
1	Telycam TLC-50TC VISCA / IP Camera controller
1	Blackmagic Design BMD-HYPERD/STM HyperDeck Studio Mini

VIDEO

QTY DESCRIPTION

1	Sony VPL-PHZ60 6000LM WUXGA Laser Projector
1	Chief RPMCUW UNIVERSAL RPMC
1	Peerless-AV ACC570W Ceiling Plate - Round White
1	Peerless-AV AEC0203-W 2'-3' Adjustable Extension Column
1	WyreStorm EX-35-H2 4K HDR 4:4:4 60Hz HDBaseT™ Extender Set with PoH, Bidirectional IR & RS-232 (4K: 35m/115ft, 1080p: 70m/230ft)
1	WyreStorm EXP-SP-0104-H2 4K HDR 4:4:4 60Hz HDMI 1x4 Splitter with 1080p scaling feature
1	WyreStorm MXV-0808-H2A-70 v3 4K HDR 4:4:4 60Hz 70m HDBaseT 8x8 Matrix Switch with Custom CEC & Routable RS:232
8	WyreStorm RXV-70-G2-SCL 4K60Hz HDBaseT Scaling Receiver - PoH - Audio De-embed - IR & RS232 Passthrough (4K: 70m/230ft, 1080p: 1..
2	Samsung UN85AU8000 Description Coming Soon
1	Vivitek NOVODS4K 4K Digital Signage Solution
1	WyreStorm SW-540-TX-W 4 Input 4K30 40m HDBaseT Presentation Switcher with Matrix Outputs, USB 2.0, Multiview & Wireless Casting

WIRELESS MICROPHONES

QTY DESCRIPTION

1	Shure MXWAPT8-Z10+P300-P MXWAPT8--Z10 AND P300-IMX
8	Shure MXW2/SM58 Handheld wireless microphone with SM58 capsule
1	Shure MXWNCS8 8-CH NETWORKED CHARGING STATION

CONFERENCE, VOTING, RTS

QTY DESCRIPTION

9	Shure MXCW640 Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference ...
1	Shure MXCWAPT-B WIRELESS ACCESS POINT 5/2.4GHZ, Can/Mex
9	Shure MXC425DF/C MXC 25" GOOSENECK MICROPHONE, DUAL FLEX
9	Shure SB930 Rechargeable Li-Ion battery with Test button and LED charge status indicators; included with MXCW640 wireless conferenc...

BUILDING COMMUNICATION

We're tech geeks. We hack ordinary technology to create amazing solutions. Our equipment lists are ordinary. Our results come from our VIBE Process: Design, Engineering, Programming, and Project Management.



VIBE Design Group

3700 NW 124 AVE STE 106
Coral Springs, FL 33065
vibedesigngroup.net
786-600-3360

**Lauderdale by the Sea Commission Chambers- Full
AV upgrade**

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

QTY DESCRIPTION

1	Shure	MXCWNCS-US	NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD
---	-------	------------	--

VOTING

QTY DESCRIPTION

1	WyreStorm	EX-35-H2	4K HDR 4:4:4 60Hz HDBaseT™ Extender Set with PoH, Bidirectional IR & RS-232 (4K: 35m/115ft, 1080p: 70m/230ft)
1	Samsung	UN85AU8000	Description Coming Soon
1	Media Vision	Media Vision Voting System	Media Vision Voting System

INFRASTRUCTURE

QTY DESCRIPTION

1	Vibe	Engineering and Project Management Services	Engineering, Drafting, Programming, Commissioning, Testing and Training
1	Xtreme Power Conversion	P80-2200	Xtreme Power P80 Series 2200VA/2000W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1...
2	Lowell	ACS-2024	Power Strip 20A 24-outlet
1	Middle Atlantic	WRK-44SA-27	44SP/27D WRK RACK

COMMISSION CHAMBERS TOTAL \$159,064.94



ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE

50% Deposit / Net 30

Wire Transfer Info:

Bank Name Centennial Bank

Name on Account Base 4 Tech, LLC DBA Vibe Design Group

Account Number 503615364

Routing Number 082902757

Swift Code CNTEUS44

Banking Address

3111 N. University Dr., Ste 101, Coral Springs, FL 33065

If time is not critical, you can pay by check to our main address.

EQUIPMENT TOTAL	\$58,293.01
SHIPPING TOTAL	\$0.00

ENGINEERING	\$19,800.00
INSTALLATION	\$38,875.00
MANAGEMENT	\$4,480.00
PROGRAMMING	\$7,800.00
LABOR TOTAL	\$70,955.00

GENERAL AND ADMINISTRATIVE	\$14,217.28
COST ESCALATION	\$3,629.85
SHIPPING AND FREIGHT	\$2,592.75
STANDARD WARRANTY	\$6,462.40
MISC. HARDWARE	\$2,914.65

SUBTOTAL	\$159,064.94
TOTAL TAX	\$4,284.54
PROJECT TOTAL	\$163,349.48

TERMS

I accept this proposal and hereby authorize VIBE Design Group to proceed with the installation of the included systems at the facilities of Full Moon Creative located at US , as described in the totality of this document. I further authorize VIBE Design Group to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to VIBE Design Group. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Full Moon Creative and VIBE Design Group agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Full Moon Creative or their staff, construction, other building trades or any other party, and additional costs may be incurred by Full Moon Creative from VIBE Design Group. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Full Moon Creative and VIBE Design Group. This proposal is valid only if accepted in writing by Full Moon Creative and deposit payment received no later than December 31, 2022. Please note the following qualifications and exclusions :

- Payment required for stored materials
- Secure onsite storage is required
- All electrical work by others (power and grounding)
- Cable pathways assumed accessible. All raceways by others
- Cable tray, coring, sleeves, millwork, patching, and firestopping by others
- Permit costs and bond are excluded
- Stamped drawings / structural / wind load ratings are excluded

BUILDING COMMUNICATION

Shipping may be shown in two places above with the upper value as \$0 because we typically calculate shipping based on a percentage factor.



VIBE Design Group
3700 NW 124 AVE STE 106
Coral Springs, FL 33065
vibedesigngroup.net
786-600-3360

Lauderdale by the Sea Commission Chambers- Full AV upgrade

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

ACCEPTANCE

FULL MOON CREATIVE

SIGNED

DATE

PRINT NAME

TITLE

VIBE DESIGN GROUP

SIGNED

DATE

PRINT NAME

TITLE

STAFF EXPERIENCE:

- 20 years of audio, video, control, and technology experience
- Engineering over 100 construction projects
- Some of the most iconic and groundbreaking facilities in the country
- Event experience, including 2 SuperBowls and 6 NASCAR Championships

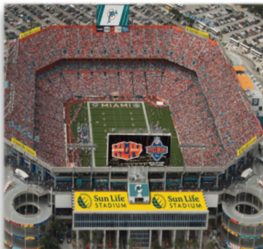
MARKETS:

- Hospitality (Casino, Spa, Convention, Ballrooms, Nightclubs)
- Corporate (Boardrooms, Meeting, Public Spaces, NOC)
- Higher Education (Classrooms, Auditoriums, Sports Facilities)
- Civic (Courthouse, Council Chambers, Museum, EOC)
- Transportation (Airports, Cruise Terminal, EOC)
- School Board (K-12 Auditoriums only)
- Churches (Traditional and Contemporary)



New World Symphony

Engineering and Project Management of the most technologically sophisticated concert hall in North America, including Audio, Video, Projection Mapping, and Electro-Acoustic.



Dolphin Stadium

Engineering and Project Management of every major audio project over a ten year period, including main bowl, concourses, suites, locker rooms, and Club LIV, and programming 2 SuperBowls.



The Fontainebleau Hotel and Spa

Design and engineering of entire rebuild, including all audio, video, and control for ballrooms, meeting rooms, restaurants, bars, pool decks, spa, and cabanas.



Pembroke Pines Civic Center/Chambers/EOC

Design of audio, video, broadcast, and control systems for multipurpose civic center emergency operations center, city chambers, art gallery, meeting rooms, and park.

Homestead Speedway

Design, Engineering, and Project Management for the only Concert quality NASCAR sound system, in addition to video, MATV distribution, and control. Multiple projects spanning a ten year period.



Miami Dade University Magic Campus

Design of entire campus for new degree program in video game development and production, including screening hall, classrooms, edit suites, and media wall.



Adrienne Arsht Center

Engineering and Project Management of all audio systems for both the Knight Concert Hall and the Ziff Ballet Opera House for both the initial construction and remediation.



Gateway Church

Design, Engineering, and Project Management of three Campus builds for one of the largest Churches in the country, including Audio, Video, Broadcast, and Control Systems.



BUILDING COMMUNICATION

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

This Agreement (the “Agreement”) made and entered into this 13th day of December 2022 (the “Effective Date”), by and between the Town of Lauderdale-By- The-Sea, a Florida municipal corporation (the “Town”) and Full Moon Creative, LLC, a Florida limited liability company (the “Contractor”).

WHEREAS, the Contractor desires to contract with the Town and the Town desires to contract with Contractor for Audio Visual Equipment Upgrade 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. Contractor, as an independent contractor, at its own cost and expense, shall perform the Audio Visual (“A/V”) Equipment Upgrade services as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder.
2. Term. This Agreement shall commence on the Effective Date and be in effect until completion of the Services to the Town’s satisfaction.
3. 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.
4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit A**, for a total amount not to exceed \$165,000.00 for the entire term of the Agreement. Contractor shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
5. Books and Records. Contractor 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 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Contractor based upon such entry.
6. Warranty. Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for one year thereafter.

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

7. Indemnity. Contractor 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 Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor 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 Contractor's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

8. Termination.

- a. **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor 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 Contractor invoice the Town for Services not yet provided.
- b. **Termination for cause.** This Agreement may be terminated by either party upon 7 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 Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor 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 8a. of this Agreement, and the provisions of Section 8a. shall apply.

9. 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:

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

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, Florida 33308

For The Contractor: Dwight Moon
 Full Moon Creative, LLC
 10001 NW 50th Street, Suite 202
 Sunrise, FL 33351

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

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

Contractor 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.

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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.

12. 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.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor 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.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor 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, Contractor 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. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

15. Chapter 119 (Public Records). Contractor shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records, 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 in this chapter 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 the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the Town.

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

- d. Upon completion or earlier termination of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records

to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

REQUEST FOR RECORDS; NONCOMPLIANCE.—

- (a) A request to inspect or copy public records relating to this Contract must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- (b) If a Contractor does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Contract.
- (c) A Contractor who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10, F.S.

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@lbts-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The- Sea, FL 33308.

16. 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 Town 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

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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
- (c) 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.
- (d) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (e) 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.

17. 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.

18. 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.

19. 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.

20. 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

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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. Ethics.

- (a) Contractor 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) 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.

22. 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 not be awarded a public contract for a period of 1 year after the date of termination.

23. 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.

[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:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____

Print Name

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Buz Oldaker, Commissioner

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Free Holiday Parking

Explanation: Three days a year (Thanksgiving, Christmas and New Year's), parking staff covers the parking meters and we do not collect parking fees. These are three very busy days of the year and we are missing opportunity to increase revenues in the parking fund.

I am suggesting that we no longer provide free parking on these holidays. Town Hall will remain closed on these days and no staff will be working.

Recommendation: Discuss eliminating free parking on holidays.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Town Manager Performance Evaluation

Explanation: The Town Manager's contract requires that a written performance evaluation be conducted annually and that the Commission meet to discuss the evaluation.

I have tabulated the scores and the results of the evaluation are as follows:

	Overall Scores
Mayor Vincent	4.54
Vice Mayor Malkoon	4.27
Commissioner Oldaker	4.79
Commissioner Pouloupoulos	4.85
Commissioner Strauss	4.29

The Town Manager's written list of accomplishments is also attached as is the 2022 Broward County Municipal Manager's survey.

Exhibits:

- Ex. 1 Overall Evaluation Score Sheet
- Ex. 2 Mayor Vincent's Town Manager Evaluation
- Ex. 3 Vice Mayor Malkoon's Town Manager Evaluation
- Ex. 4 Commissioner Oldaker's Town Manager Evaluation
- Ex. 5 Commissioner Pouloupoulos' Town Manager Evaluation
- Ex. 6 Commissioner Strauss's Town Manager Evaluation
- Ex. 7 FY22 Town Accomplishments
- Ex. 8 2022 Broward County Manager Salary Survey

Detailed Scores

	Question Number 1 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	4	5	5	4	4
	2	4	5	4	5	5
	3	5	4	5	5	5
	4	5	5	5	5	5
	5	4	N/A	4	5	5
	6	5	4	4	5	3
	7	5	5	5	5	4
	8	4	4	4	5	4
	9	5	5	5	4	5
Factor 1 Weighting /Average	0.10	4.56	4.63	4.56	4.78	4.44
	Question Number 2 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	5	5	5	5
	2	4	5	5	5	4
	3	5	5	5	5	5
	4	4	4	4	4	4
	5	5	5	5	5	5
Factor 2 Weighting /Average	0.10	4.60	4.80	4.80	4.80	4.60
	Question Number 3 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	5	5	5	5
	2	5	4	5	4	4
	3	5	5	4	5	4
	4	5	N/A	4	5	5
	5	5	4	5	5	5
	6	5	5	5	5	5
Factor 3 Weighting /Average	0.10	5.00	4.60	4.67	4.83	4.67
	Question Number 4 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	4	5	5	4
	2	4	4	5	5	5
	3	5	5	4	4	5
	4	4	4	5	5	4
	5	4	5	4	5	5
	6	4	4	4	4	4
	7	5	4	5	5	5
	8	4	5	4	4	4
	9	4	4	4	5	5
Factor 4 Weighting /Average	0.10	4.33	4.33	4.44	4.67	4.56
	Question Number 5 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	4	5	5	4	4
	2	5	4	5	4	5
	3	4	4	5	4	4
	4	4	5	3	5	5
	5	5	4	4	5	5
Factor 5 Weighting /Average	0.10	4.40	4.40	4.40	4.40	4.60
	Question Number 6 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
Factor 6 Weighting /Average	0.5	4.50	4.00	5.00	5.00	4.00

Weighted Scores

Factor 1	0.46	0.46	0.46	0.48	0.44
Factor 2	0.46	0.48	0.48	0.48	0.46
Factor 3	0.50	0.46	0.47	0.48	0.47
Factor 4	0.43	0.43	0.44	0.47	0.46
Factor 5	0.44	0.44	0.44	0.44	0.46
Factor 6	2.25	2.00	2.50	2.50	2.00
Weighted Average	4.54	4.27	4.79	4.85	4.29
Overall Average		4.55			



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Evaluator Name: Click here to enter text.

Title: ~~Commissioner~~ *MAYOR VINCENT*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	Choose <u>4</u> an item.	Click here to enter text.
1.2 Provide information on an equal basis to all Commission members?	Choose <u>4</u> an item.	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	Choose <u>5</u> an item.	Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	Choose <u>5</u> an item.	Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	Choose <u>4</u> an item.	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> an item.	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> an item.	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

(a)

Evaluation Period: October 1, 2016 to September 30, 2017

1.8 Consider all available alternatives before making recommendations to the Commission?	Choose <u>4</u> item.	Click here to enter text.
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	Choose <u>4</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	Choose <u>4</u> item.	Click here to enter text.
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	Choose <u>4</u> item.	Click here to enter text.
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	Choose <u>5</u> item.	Click here to enter text.
2.4 Applies for grants and administers grants received effectively?	Choose <u>4</u> item.	Click here to enter text.
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	Choose <u>5</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager



Evaluation Period: October 1, 2016 to September 30, 2017

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	Choose <u>an</u> item.	Click here to enter text.
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	Choose <u>an</u> item.	Click here to enter text.
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	Choose <u>an</u> item.	Click here to enter text.
3.4 Takes disciplinary action when appropriate?	Choose <u>an</u> item.	Click here to enter text.
3.5 Emphasizes exemplary performance?	Choose <u>an</u> item.	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	Choose <u>an</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	Choose <u>an</u> item.	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	Choose <u>an</u> item.	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	Choose <u>an</u> item.	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	Choose <u>an</u> item.	Click here to enter text.
4.5 Communicates effective, clearly, easily and to the point?	Choose <u>an</u> item.	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

@

Evaluation Period: October 1, 2016 to September 30, 2017

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	Choose <u>4</u> item.	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	Choose <u>5</u> item.	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	Choose <u>4</u> item.	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	Choose <u>4</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	Choose <u>4</u> item.	Click here to enter text.
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	Choose <u>5</u> item.	Click here to enter text.
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	Choose <u>4</u> item.	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	Choose <u>4</u> item.	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

②

Evaluation Period: October 1, 2016 to September 30, 2017

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	Choose an item.	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2016 to September 30, 2017

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: Mayor Chris Vinant

Date: 11/3/2022



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: *Edmund Malkoon*
Title: *Vice-Mayor*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	5	<i>The Town Manger consistently provides updates via calls, texts and emails.</i>
1.2 Provide information on an equal basis to all Commission members?	5	<i>Not sure about everyone in detail. I assume so as we all have are ccd on emails and texts.</i>
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	4	Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	<i>Always available and if not soon after</i>
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	N/A	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	4	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	<i>Due to long her long tenure..the Town Manager is fully aware</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Thru our conversations I find the TM to be openminded about a difference of opinion and consideration of points of view</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	<i>The last two years have been of immense planning and organization both administratively and planning for future needs of the community.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	<i>The Town Manager was immediately thrown into planning a budget and setting the Town back up in terms of a 5 year Cip etc I believe she has done a good job on both processes</i>
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	<i>The Town manager is constantly keeping an eye on costs and management. This is evident thru all my conversations about spending items.</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	<i>Financial reports are regularly provided at commission meetings.</i>
2.4 Applies for grants and administers grants received effectively?	4	<i>This ongoing...The Manager explores these options and soon the consideration of a grant writer.</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Yes examples are use of digital means to deliver information, update forms , and processes</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>The Town Manager has hired members of staff who are more than qualified.</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	4	<i>There is constant support to staff thru trainings and certifications</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	5	<i>This is always talked about.</i>
3.4 Takes disciplinary action when appropriate?	N/A	Click here to enter text.
3.5 Emphasizes exemplary performance?	4	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	4	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	5	<i>Constant analyzing with staff and the use of technologies to streamline</i>
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.5 Communicates effective, clearly, easily and to the point?	5	<i>I appreciate the detailed emails and agenda items</i>
4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	4	<i>The observation is always an open door policy</i>
4.8 Accepts new ideas and suggestions for change?	5	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	5	Click here to enter text.
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	4	<i>I believe this can be improved upon further. A plus is the regular scheduled meet the TM. Possible more interaction during outings and public events</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	4	<i>I would like to see more local interaction thru the Broward league meetings etc. She has started attending.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

I felt the stated period was insufficient for the consideration of this review. The Town Manager did not receive a review last year as she served mostly in an interim capacity. But she came into her role when the Town was dealing with a pandemic and processes that were mismanaged or not implemented. She was immediately thrown into the fire dealing with items such as a budget, CIP, low staff levels, a major streetscape project, elections etc. The Town was not in a good place/ up to the level it should have been. I have seen tremendous growth over these last few years. I see major accomplishments on the administrative level, planning, and getting the Town Back on its feet. The Town manager has hired competent employees, IT management, public relations, and promoted the digitization of Town records and online processes. She has also updated the emergency processes and public/crisis communication policies. So much in so little time. On a personal level I have found Ms. Connors to always be available and open to ideas and suggestions. One area of improvement is social interactions. I feel it's important to regularly meet with and be more social with members of the community. She has addressed this partly with her monthly scheduled meet The Town Manager at Jarvis that is open to all.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: *Buz Oldaker*
Title: *Commissioner*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	5	<i>The TM has been very effective communicating to the commission.</i>
1.2 Provide information on an equal basis to all Commission members?	4	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5	<i>The TM has been very thorough following up on specific requests and has entertained suggestions and acted on ways to improve that efficiency.</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	<i>The TM has been available on a consistent basis and has quickly delegated to staff as needed.</i>
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	4	<i>In most situations the TM has been consistent.</i>
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	4	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	<i>Having been on staff for several years at LBTS, the TM has a solid understanding of issues and has been effective addressing them.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Generally speaking, the TM has been successful considering all perspectives and has been receptive of additional suggestions.</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	<i>The TM has been consistent addressing current issues and has continually kept an handle on future needs and objectives for the Town.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	<i>The TM has exceeded expectation regarding the budget preparation. Suggestions were made, heard, and implemented. If there were a 5+, this is the appropriate category.</i>
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	<i>The TM has been very successful and thorough.</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	<i>The TM has been very strong on this point and has quickly provided additional information as requested.</i>
2.4 Applies for grants and administers grants received effectively?	4	<i>As opportunities arise, the TM has taken advantage in a timely manner.</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Always.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>The TM has proven successful in staff decisions and has created strong organization.</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	5	<i>The TM has recognized the potential of staff and has acted accordingly.</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	4	<i>The TM recognizes that a small town such as LBTS is unique and has hurdles that require special attention.</i>
3.4 Takes disciplinary action when appropriate?	4	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	<i>The TM makes a point that staff function at 100% at all times. Proof of this approach has been the compliments received from other electeds.</i>
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	5	<i>The TM has been successful on this point.</i>
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	5	<i>The TM has been successful on this point.</i>
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4	<i>The TM has proven successful with the majority of issues. There can be some improvements made in technology advances in a timely manner.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	5	<i>The TM has been successful on this point.</i>
4.5 Communicates effective, clearly, easily and to the point?	4	<i>The TM has continued being successful, but still a work in progress.</i>
4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	5	<i>The TM has consistently created the Team environment and has produced great results.</i>
4.8 Accepts new ideas and suggestions for change?	4	<i>Generally speaking, the TM has shown a willingness to listen to alternative suggestions, but at times has pushed back at times maybe too much on principle.</i>
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	<i>Being a small Town, this is always a work in progress.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	5	<i>The TM has consistently addressed issues as presented in a timely manner.</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	<i>The TM has consistently been personally available, but needs to better communicate that option to the public.</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	<i>The TM has been thorough on this issue.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

5.4 Directs sufficient public credit to the Commission in its role as the governing body?	3	<i>This is a work in progress issue. Better recognition of commissioner input should be addressed; it is a team effort.</i>
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	4	<i>Generally speaking, the TM has been successful on this point, but sharing of more information would be welcomed.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

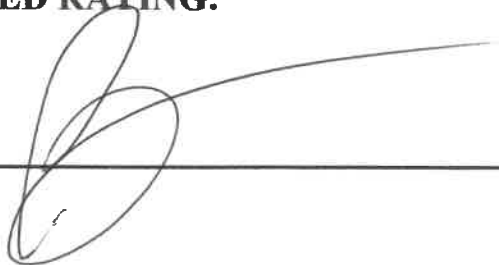
FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____


Date: 12/05/2022



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017
2021 2022

Evaluator Name:
Title:

Click here to enter text.
Commissioner

Theophilus Portokalos

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4 Choose an item.	Click here to enter text.
1.2 Provide information on an equal basis to all Commission members?	5 Choose an item.	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5 Choose an item.	<i>Linda usually answers me within hours of my question or request</i> Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	5 Choose an item.	<i>Staff selected/hired by Linda are highly responsive</i> Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	5 Choose an item.	<i>Usually via text message or email. Especially for emergencies</i> Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5 Choose an item.	<i>As a new member she has guided me to policy or applicable portions of the charter</i> Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5 Choose an item.	<i>Seems very aware of all things happening in the town</i> Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

1.8 Consider all available alternatives before making recommendations to the Commission?	Choose an item. 5	Click here to enter text.
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	Choose an item. 4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	Choose an item. 5	Excellent presentation of the budget this year for '23. Seems to be planning both long term and short term projects appropriately.
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	Choose an item. 5	Click here to enter text.
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	Choose an item. 5	Receive budget updates monthly.
2.4 Applies for grants and administers grants received effectively?	Choose an item. 4	Codrington Drive
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	Choose an item. 5	Click here to enter text. <i>Very happy w/ staff hiring/promotions</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	Choose an item. 4	Click here to enter text.
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	Choose an item. 5	Click here to enter text.
3.4 Takes disciplinary action when appropriate?	Choose an item. 5	Click here to enter text.
3.5 Emphasizes exemplary performance?	Choose an item. 5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	Choose an item. 5	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	Choose an item. 5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	Choose an item. 4	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	Choose an item. 5	Click here to enter text.
4.5 Communicates effective, clearly, easily and to the point?	Choose an item. 5	Click here to enter text. <i>Always approachable for an explanation. Great background knowledge of most issues.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	Choose an item. 4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	Choose an item. 5	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	Choose an item. 4	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4 Choose an item.	<i>Has quickly addressed several issues</i> Click here to enter text. <i>I've raised immediately from day 1.</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	4 Choose an item.	<i>Emmits, fields calls and</i> Click here to enter text. <i>visitors in office</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4 Choose an item.	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5 Choose an item.	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5 Choose an item.	<i>Has communicated and worked</i> Click here to enter text. <i>with County and neighboring towns/cities</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	Choose an item. 5	<i>Has accomplished major long term goals since I've joined the commission</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Click here to enter text.

- ① Purchase of the parking lot
- ② Hiring an effective assistant town manager
- ③ Promotion of Ken Rubatch
- ④ Excellent presentation of the budget



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2016 to September 30, 2017

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: **Randy Strauss**
Title: **Commissioner**

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4	<i>Has shown improvement over first year, however, sufficient backup and history on critical matters should always be provided</i>
1.2 Provide information on an equal basis to all Commission members?	5	<i>As seen through our town meeting discussions</i>
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5	<i>Once requested, follow-up has been responsive without need of prompting</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	5	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	3	<i>Mostly through Town Counsel</i>
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	4	<i>Has shown improvement over first year in responding to fine balance between, Town's residents, commercial concern and Town's objectives</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Give balance weight towards objective consideration on available alternatives-think out of the box</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	4	<i>Has been fiscally economical, given the budget provided with also keeping future needs in mind</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	Click here to enter text.
2.4 Applies for grants and administers grants received effectively?	4	<i>Would like to see more/continued created thought towards proactively seeking grants/new money</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Creative cost cutting</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>Taps the creative potential of staff</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	4	<i>I believe staff is enthusiastic in meeting their goals</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	4	<i>improved over first year, with need to continue personal citizen and commercial outreach</i>
3.4 Takes disciplinary action when appropriate?	5	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	5	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	<i>Need to see more of long term goal discussion and mission statement analysis</i>
4.5 Communicates effective, clearly, easily and to the point?	5	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	<i>Look for continued communication with citizens and commercial concerns</i>
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	5	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	4	<i>Better balance of acceptance with implementation of ideas</i>
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4	<i>Would like to see greater use of Manager's extensive understanding of Town history in handling such matters</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	<i>Has been very present</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4	<i>Has improved over first year with better communication through in person meetings and availability</i>
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

<i>Weighted Score (=Average Score x 10)</i>		
--	--	--

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	<i>4</i>	<i>Clarify better immediate stated goals with timelines and avenues for achieving same and prioritize long term goals</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

**The Summary will be completed by the Town Clerk and be returned to
Commissioner for final review)**

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____

FY22 Town Accomplishments

Administration

1. **Hired a Professional Public Information Officer and Marketing Team.** When key staff retired, we took the opportunity to hire a professional public information officer and marketing team. This new team has proven invaluable to help the Town staff with several recent media events.
2. **Overhauled the Town's Public Information Outreach.** This year, we have created a Crisis Communication Plan to help prepare Elected Officials and staff in addressing the public at large if a crisis occurs. We have improved our outreach by joining social media through Facebook, Twitter, and NextDoor and have developed an email blast to provide residents with highlights from the Commission meetings as well as weekly emails to provide community updates and information about events happening in the area.
3. **Reorganized Staff to Increase Efficiency and Reduce Cost.** We took advantage of retirements and vacancies to review the staff structure which was management heavy. To correct this, we downgraded certain vacant positions, changed job descriptions for new hires and reduced salaries for those positions. The reorganization improved our efficiency and the reduced salaries had an overall effect of saving the organization over \$300,000 annually.
4. **Reorganized and Expanded the Community Events Staff.** Last year, the Commission was asked to take over the management of the Visitor's Center. To accomplish this and to improve our relationship with the community, we hired two part-time staff to work with the volunteers at the Visitor Center and help with community and special events. Speaking of volunteers, we have improved our community volunteer program at the Visitor Center to encourage more involvement. All of this has been accomplished with less funds than were originally budgeted! We also reorganized staffing in our community events division with our new employee being dedicated to producing some of our beloved special events and helping customers with their event and park use requests.
5. **Reinstated and Improved the Staff Evaluation Process.** The Town's personnel manual includes a requirement to evaluate staff members on an annual basis. Raises for employees are required to be based on those evaluations. The evaluation requirements were not met in 2019 and 2020 but staff were given uniform raises. In prior years, evaluations were haphazardly completed and raises did not consistently follow the process outlined in our Town's personnel manual. In 2021, we improved our evaluation process and had it mirror the requirements included in the personnel manual. To ensure consistency across all departments, the management team was required to evaluate their subordinates with comments provided and examples of good and poor behavior provided. An executive team reviewed the evaluations to ensure criteria was met and scores and raises were consistent with established requirements.

6. **Organized the Town Clerk Office.** Over the past several months, we have been focused on ensuring the Town is meeting the Florida Statute requirements regarding records management. Several years' worth of files that were eligible for destruction have been catalogued and processed, and we have completed a review of the Town Clerk's office to ensure all requirements are being met. The review resulted in our reviewing our ordinances, contracts and resolutions to ensure they have been properly executed. We are updating a comprehensive list of our contracts and creating procedures to ensure the lobbyist regulations are being followed. Finally, we have updated the Town website to provide all necessary Commission reports.
7. **Updated Audio Equipment.** One of the unfortunate surprises for my first year as Town Manager was the condition of our audio equipment. We hired a professional to review our audio equipment and found that it had been patched together for years and required equipment upgrade and rewiring. Some improvements have been made and money has been budgeted for FY23 to complete the updates and upgrades. The most important part of this process is that we now have professionals that have reviewed the current system and a comprehensive plan by audio professionals has been outlined for the Town.
8. **Negotiated the Purchase of the South Ocean Parking Lot.** The purchase of this lot will eliminate the requirement to turn over 85% of revenues to the property owner and ensure our control of the property going forward.
9. **Improved WastePro Service.** In 2020, the Town was regularly receiving complaints from residents and businesses alike for the poor service our garbage contractor was providing. Weekends regularly included a phone call that trash had not been collected, trash was spilling out of the trucks or left on the street and garbage trucks were regularly broken and delayed. We worked to improve our relationship and communication with WastePro executives and their communication with staff and the community. Expectations were established and standards were put in place which resulted in fewer complaints.

Finance

10. **Selected New Insurance Broker.** I have directed staff to review all our policies and procedures to determine if any improvements can be made. This new directive resulted in staff selecting a new insurance broker. The new broker has already made an impact by providing technology upgrades that improve the customer experience while saving significant amount of time staff. Regular health fairs are being scheduled to encourage our staff to practice healthy living (hopefully resulting in improved insurance costs as well as a healthier and happier staff).
11. **Enhanced Fiscal Spending Policies.** The Finance department was encouraged to review their fiscal policies and create an instrument to ensure that these policies

were being followed. A form is now required that highlights the requirements for issuing checks and a checklist to ensure the necessary documentation has been provided. This form serves two purposes. It provides an additional check before invoices are considered and it easily highlights for the auditors that procedural requirements have been addressed.

12. **Replaced the Town's Outdated Financial Software.** Our Finance Department has been working with Tyler Technologies for the last several months to incorporate the Fund Balance Program into the new Incode 10 system. The entire migration process will take through the first quarter of 2023; however, we are already utilizing the new monthly reporting system. Development Services staff has also started working with Tyler Technologies to update the Business Tax System which we anticipate will be ready for the FY23 BTR year.
13. **Secured \$811,000 for Ongoing Projects in the Town.** We worked closely with State Representative Chip LaMarca and our lobbyists to secure a \$511,000 direct allocation from the State of Florida for the Codrington Drive drainage project. The County and Pompano Beach had previously authorized \$150,000 each toward the Palm Club project but did not reimburse the Town when the State failed to approve a direct allocation for that project. Staff contacted both governments and worked tirelessly to explain the benefit of the project and secure their allocation. Both governments paid the Town \$150,000 each.

Public Works

14. **Completed the Palm Club Sewer System.** The Palm Club septic to sewer project is substantially completed with the private property connections, which are the responsibility of Palm Club, being the only remaining work necessary to complete the project.
15. **Lined Sewer System's Laterals.** In the past, we spent thousands on emergency repairs of our sewer system with each emergency disrupting the lives of our residents and guests. This year, we continued our policy of allocating funds to line the laterals, reducing the probability that an emergency will occur. This proactive effort is saving the Town hundreds of thousands of dollars and inconvenience by eliminating costly emergency repairs and broken pipes.
16. **Replaced Roofs on Municipal Buildings.** In FY21, we reviewed all our municipal buildings to determine the condition of our roofs. The study showed that all but one of our buildings needed roof replacement. We replaced the Town Hall roof in FY21, and Public Works and Development Services buildings were reroofed in FY22. In FY23, we will replace the Offsite warehouse's roof.
17. **Upgraded Downtown Restrooms.** The Town's bathrooms on El Mar Drive were built in 2015. They have become a necessary addition to our downtown and are well used. This year, we have started to upgrade the restrooms with industrial

fixtures (the normal fixtures were regularly damaged). The remaining restrooms will be completed in FY23.

18. **Installed New Generator and Electrical Panel.** The Town purchased and installed a new generator that will service the Public Works Department and Town Administrative offices. This is part of our plans to upgrade and harden our facilities to ensure that we are storm prepared. (Previous generator did not provide service for Public Works buildings). To that end, we also upgraded a 20-year-old electrical panel to ensure adequate service for years to come.

Public Safety

19. **Completed a Fire Department Audit and Revisited the Town's Fire Assessment Fee.** The Fire Department audit was completed this year and it identifies recommendations for improvement. These recommendations will be incorporated into our new contract which will be presented to the Commission this fall. A review of our Fire Assessment was also completed. The Town recommended and Commission approved an increase to the residential fee to begin to secure funds necessary to address the recommendations of the Fire Department Audit.
20. **Completing an Update to Our Comprehensive Emergency Management Plan (CEMP).** The CEMP is a plan to ensure that we have a working document to follow in case of a physical emergency such as a hurricane or other natural disaster. The plan was never fully completed, with significant exhibits and important data missing. Our contractor, Witt O'Brien, was able complete the review of our plan and update it at a significant savings from what was budgeted. The plan was completed in FY22 and it will be presented to the Commission in December.

Development Services

21. **Established Citizen Participation Process.** Over the past year we have focused on enhancing citizen participation opportunities as a means toward more transparency in our daily operations. The first improvement to the move toward a more transparent government, was establishing a citizen participation process for development services applications. This code amendment ensures citizens have an opportunity to review and possibly influence development applications earlier in the planning process. The new requirement is working – a recent development relocated their dumpster after a resident attending the Citizen meeting and explained their issue with the dumpster's original location.
22. **Implemented Online Permitting.** We are continuing to find ways to make our permitting process more efficient. Earlier this year, we improved our on-line permitting process to increase convenience and provide a more efficient review. To date, approximately 50% of our permit applications utilize this new process.

	Wilton Manors	Coconut Creek	Cooper City	Coral Springs	Dania Beach	Davie	Deerfield Beach	Fort Lauderdale	Hallandale Beach
Population	12,773	57,871	35,500	133,900	31,454	106,000	86,339	184,599	39,782
# of Full-Time Employees	111	441	110	865	135	684	391	2,491	354
Years of Service as City Manager	6.5	3.0	2.0	2.5	4.0	11.0	2.0	3.5	1.0
Annual Base Salary	\$ 202,314	\$ 289,578	\$ 211,150	\$ 279,723	\$ 231,701	\$ 269,995	\$ 200,000	\$ 293,070	\$ 220,632
Pension/ Retirement Plan Type	FRS Senior Management Service Class (SMSC)	IRS Max / 401(a) @ \$61,000 annual and 457 @ \$41,000 annual	FRS Senior Management Class (SMSC)	401(a) and 457	FRS Senior Management Service Class (SMSC) +3.3% to 457	Defined Benefit Plan / 457 Deferred (\$25,000)	401(a) Defined Contribution	401(a) Defined Contribution + FRS Senior Management	FRS Senior Management Service Class (SMSC)
Pension/ Retirement Employer Contribution (% of annual salary)	27.29%	35.22%	27.29%	20% to 401 plan	30.59%	14.73%	8.00%	9% + 27.29%	27.29%
Retirement dollar amount	\$ 55,211	\$ 102,000	\$ 57,623	\$ 55,945	\$ 70,877	\$ 64,770	\$ 16,000	\$ 106,648	\$ 60,210
Base plus Retirement	\$ 257,525	\$ 391,578	\$ 268,773	\$ 335,668	\$ 302,578	\$ 334,765	\$ 216,000	\$ 399,718	\$ 280,842

Average City Manager Salary:
\$240,756

Pembroke Pines: No pension information received; this amount is an average of all cities.

Hillsboro Beach	Hollywood	Lauderdale-By-the-Sea	Lauderdale Lakes	Lauderhill	Lighthouse Point	Margate	Miramar	North Lauderdale	Oakland Park
1,976	156,125	6,500	36,114	70,963	11,300	58,712	138,873	44,794	45,035
25	1,469	35	95	495	105	491	968	180	249
6.0	8.0	1.0	6.0	2.0	21.0	4.0	3 months	6 months	8.0
\$ 150,000	\$ 285,418	\$ 165,000	\$ 179,070	\$ 333,083	\$ 236,000	\$ 233,466	\$ 270,000	\$ 175,000	\$ 272,249
FRS Senior Management Service Class (SMSC)	General employees Pension Plan member; 401a; 457	FRS Senior Management Service Class (SMSC) / Nationwide Deferred Comp @\$10,000 annual	401(a) Defined Contribution	Defined Benefit Plan	Defined Contribution	FRS Senior Management Service Class (SMSC)	Defined Benefit Plan	ICMA 401(a) and Defined Contribution Plans	401(a) Defined Contribution
27.29%	City contributes 58.77% of salary into pension plan; 16.3% of salary annually into 401a = \$46,523; maximum IRS allowable amount into 457 Plan annually = \$27,000	27.29% + \$10,000	15.00%	8.00%	16.00%	27.29%	24.53%	14% + and additional \$7,500	31.57%
\$ 40,935	Pension + 401a + 457 = \$241,263 annually	\$ 55,029	\$ 26,860	\$ 26,647	\$ 37,760	\$ 63,713	\$ 66,231	\$ 32,000	\$ 85,949
\$ 190,935	\$ 526,681	\$ 220,029	\$ 205,930	\$ 359,730	\$ 273,760	\$ 297,179	\$ 336,231	\$ 207,000	\$ 358,198

Parkland	Pembroke Pines	Pompano Beach	Southwest Ranches	Sunrise	Tamarac	Weston
34,000	171,979	113,082	7,951	97,335	71,541	68,305
114	2,180	870	15	1,074	406	10
2.5	32.0	5.0	10.0	2.0	11 months	2.5
\$ 214,690	\$ 344,822	\$ 319,702	\$ 185,400	\$ 232,035	\$ 225,000	\$ 240,560
Mission Square 401/ Mission Square 457	N/A	Defined Benefit	Deferred Compensation Plan	Defined Benefit	Defined Benefit (\$94,989) Deferred Comp (\$27,000)	Defined Contribution Money Purchase Pension Plan 20% Optional 457 Deferred Compensation Plan (ICMA-RC)
Mission Square 401= 17%/ Mission Square 457= \$30,000 (MAX)	N/A	40.21%	12.00%	23.92%	54.22%	20.00%
\$ 66,497	\$ 65,714	\$ 128,552	\$ 22,248	\$ 55,503	\$ 121,989	\$ 48,112
\$ 281,187	\$ 344,822	\$ 448,254	\$ 207,648	\$ 287,538	\$ 346,989	\$ 288,672



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: New Business

Subject Title: RESOLUTION 2022-51 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. **(EXHIBIT 1).**

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

In 2018, staff drafted updates to the then CEMP to ensure that the plan:

- was consistent with established procedures put in place by Broward County, the State of Florida, and FEMA;
- included the most current information and updates to reflect experiences from recent events; and
- identified the completion of additional reports and task assignments that need to be completed.

The former Town Manager chose not to bring these recommended updates to the Commission for consideration.

Instead, on July 21, 2020, the Town Commission approved Resolution 2020-27, amending the line of succession during the absence or disability of the Town Manager, and removing any reference to the Assistant Town Manager since the position had been eliminated.

In 2021, the proposed updates from 2018 were incorporated into the CEMP via adoption of Resolution 2021-33. At that time, it was determined that a more comprehensive update would take place in FY 22, to ensure the CEMP was functional and met the needs of the Town.

Explanation: Steven Foss, senior planner, and training specialist, with Witt O'Brien will be presenting the new CEMP for your approval.

Recommendation: Staff is recommending approving Resolution 2022-51 approving the updates to the Comprehensive Emergency Management Plan.

Attachments:

Ex. 1- Resolution 2022-51 CEMP

Ex. 2- Comprehensive Emergency Management Plan

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

3
4
5
6
7
8
9
10

12
13

14
15
16
17
18

19
20
21

22
23
24

25
26
27
28

29
30

31 **WHEREAS**, the Town identified several portions of the CEMP that need to be updated
32 and revised, and engaged in a comprehensive update of the CEMP to ensure it is functional and
33 meets the Town’s needs; and

34 **WHEREAS**, the Town desires that the Town Commission approve the attached updated
35 Comprehensive Emergency Management Plan (“CEMP 2022”), which replaces and supersedes all
36 previous versions of the Town’s comprehensive emergency management plans.

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

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

42 **Section 2. CEMP 2022 Approved.** The attached CEMP 2022 is approved and supersedes
43 all previous versions of the Town’s comprehensive emergency management plans.

44 **Section 3. Authorization to Implement.** The appropriate Town officials are hereby
45 authorized to take any and all actions to effectuate the implementation of the attached CEMP 2022.

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

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

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

54 **PASSED AND ADOPTED** this 9th day of November, 2022.

56
57
58
59
60
61
62
63
64
65
66
67
68

Attest:

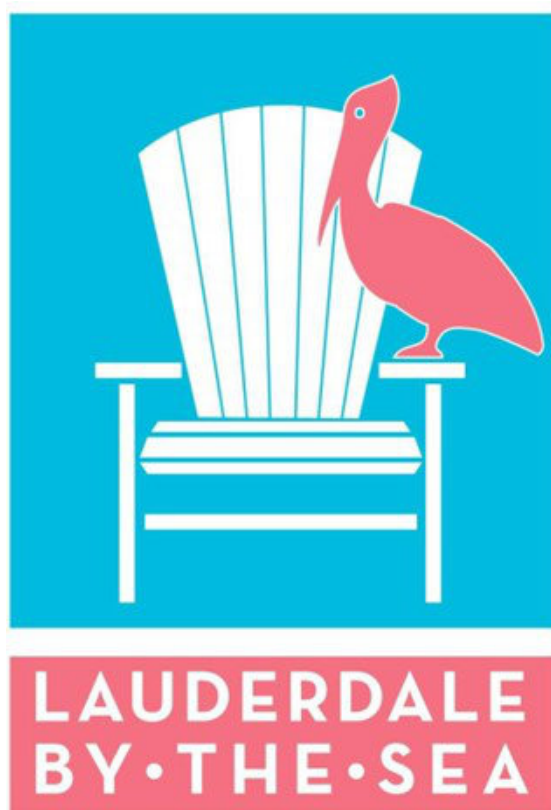
Mayor Chris Vincent

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Comprehensive Emergency Management Plan



2022





Table of Contents

Record of Changes	5
Record of Distribution.....	6
Approval & Implementation	7
Executive Summary.....	8
Plan Introduction	9
Plan Purpose	10
Scope.....	10
Roles & Responsibilities	11
Emergency Management Coordinator	11
CEMP Maintenance.....	11
HSEEP Compliance & Plan Improvement.....	11
Authorities & References.....	12
Town of Lauderdale-by-the-Sea.....	12
Broward County	12
State of Florida.....	13
Florida Administrative Code	13
Executive Orders	13
Federal Government	13
Plan Adoption and Modification Requirements	14
ADA and Guidelines for Functional Needs Support Services.....	14
Situation & Assumptions.....	15
Assumptions.....	25
Persons with Access and Functional Needs	25
Hazard & Risk Assessment	26
Major Disaster Declarations.....	27
Natural Hazards	28
Hurricanes & Tropical Storms	28
Flooding / Sea Level Rise.....	30
Pandemics	31
Human-Caused or Technological Hazards	31
Terrorism / Cyber-Terrorism.....	31



Hazardous Materials 31

Civil Disturbances..... 32

Mass Migration 32

Climate Change 32

Organization & Staffing..... 33

 Coordination of Municipal emergency response operations 33

 Coordination with private sector emergency operations..... 33

 Normal organization and staffing 33

Concept of Operations 34

 Event recognition and plan activation 34

 Public warning and emergency instruction 35

 Alerting Special Populations 35

 Initial field response actions 35

 Activation of the municipal emergency operations center 37

 Levels of disasters 37

EOC Operations..... 40

 Functions of the Municipal EOC..... 40

 Response Action..... 41

 Emergency Supplies 41

 Emergency Facilities..... 42

 Public information during and after emergencies..... 42

 Deactivation of EOC 43

Recovery..... 43

 Long term recovery operations 45

Communications 46

 Coordination with Broward County..... 46

 Coordination with local, State of Florida and Federal agencies 46

Policies & Protocols..... 47

 Municipal Resources 47

 Direction and Control..... 47

 Continuity of Government..... 47

 Leadership for Management of Municipal Emergency Operations..... 49

 Passage of Emergency Ordinances and Regulations 50



Chain of Command for Town Emergency Operations	50
Financial and Resource Management.....	51
Responsibility for Financial Management Operations.....	51
Pre-disaster Preparations for Financial Management	51
Financial Management Procedures	52
Immediate Actions Needed for Authorization of Emergency Declaration	52
Methods for Emergency Purchases	52
Vendor Invoice Information Requirements	52
Resource Documentation Requirements:.....	52
Documentation of Personnel in Emergency Operations	53
Final Disposition of Financial Documentation	53
Cost Recovery.....	54
Resource Management.....	54
Physical Resources (expendable and non-expendable resources)	54
Resources by Municipal Agency or Municipal Contractor.....	55
Classification of Physical Resources	55
Inventories Accessed and Utilized	55
Private Vendor, Mutual Aid or Volunteer Resources	55
Tracking Procedures for all Resources	55
Protocols for Resources	56
Personnel Resources.....	56
Testing, Training, and Exercises (TT&E)	57
Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)	58
Emergency Support Function 4 (Fire Fighting)	59
Lead Agency	59
Support Agencies (Mutual Aid).....	59
Scope.....	59
Purpose	59
Concept of Operations.....	59
Organization.....	59
Direction & Control	60
ESF 4 Interface	60
Preparation	60



Town of Lauderdale-by-the-Sea
Comprehensive Emergency Management Plan

Response 60

Recovery..... 61



Record of Changes

Periodic changes to the Lauderdale-by-the-Sea CEMP are made upon the identification of plan accuracies, correctness, gaps or issues. Additionally, updates to this plan are made upon the realization, identification, change or creation of requirements, agreements, capabilities or capacities. Upon changes to this plan, a redistribution of the plan is needed and dissemination to key stakeholders and partners, identified by the Town Manager, is documented in the following “Distribution List” table.

Table 1: Record of Changes

Date	Description of Change	Page or Section



Record of Distribution

Upon approval of this plan (new or revised), this record of distribution identifies all plan recipients to serve as an acknowledgment that the recipients have received, reviewed and/or otherwise accepted the plan.

Table 2 Record of Distribution

Position / Title	Department / Location	Date



Approval & Implementation

The Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan, completed upon signature by the following authorities, is in full effect and supersedes all previous CEMPs. This CEMP applies to all Town of Lauderdale-by-the-Sea departments, divisions, and staff, and is intended to be flexible and adaptable to meet the needs and requirements of slowly and rapidly evolving incidents and disasters, within the constraints of town capabilities, capacities, and limitations. This CEMP is intended to complement, not supplant, the Broward County CEMP, and related county, state, and Federal emergency plans. Whereas the Town Manager is responsible for managing the CEMP, implementation of this plan is a shared responsibility of all town departments and staff.

_____	_____
Mayor, Town of Lauderdale-by-the-Sea	Date
_____	_____
Town Manager, Lauderdale-by-the-Sea	Date
_____	_____
Fire Chief, Lauderdale-by-the-Sea VFD	Date
_____	_____
Police Captain, Broward Co. Sheriff's Office	Date



Executive Summary

Lauderdale-by-the-Sea is vulnerable to a variety of hazards that threaten its communities, businesses and the environment. The Lauderdale-by-the-Sea Comprehensive Emergency Management Plan (CEMP) establishes the framework Lauderdale-by-the-Sea utilizes to address these hazards. The CEMP outlines the roles and responsibilities of the local government, state and federal agencies and other stake-holder organizations. This Plan coordinates the activities of these groups under the Emergency Support Function (ESF) System with a designated lead agency for a comprehensive approach to planning, response, and recovery from all hazards. The National Incident Management System (NIMS)/Incident Command System (ICS) principles have been incorporated and institutionalized into the County's response management model as illustrated through-out this document and in the policies and procedures of the County's response agencies.

The CEMP outlines the basic strategies, assumptions, operational goals and objectives, and mechanisms through which Lauderdale-by-the-Sea will mobilize resources and conduct activities to guide and support emergency management efforts through preparedness, response, recovery and mitigation. The Plan calls for annual exercises to determine the ability of the Town to respond to emergencies.

Throughout the CEMP volumes, the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 fundamentals and the Whole Community approach strategy are utilized. While CPG 101 provides emergency management professionals with guidance on plan development, the Whole Community approach refers to the collaboration between emergency management and a wide range of county stakeholders to ensure that all are part of the planning process. These community stakeholders include residents, vulnerable populations, organizational and community leaders, faith-based and non-profit organizations, the private sector, and government officials. These groups are regularly engaged and are leveraged in various committee meetings throughout the year.

Great care has been taken to consult with disability organizations as well as the Americans with Disabilities Act of 1990 as amended and the Guidance on Planning for Functional Needs Support Services in General Population Shelters during the plan development processes.

This CEMP outlines the different hazards Lauderdale-by-the-Sea are at risk or vulnerable to. It includes areas such as the concept of operations, direction and control, responsibilities of all agencies and resources mobilized by the town to assist in the preparation, response and recovery from a disaster, the responsibilities of different levels of government, and financial management policies that will be adhered to in an emergency. The CEMP also contains a section that addresses recovery issues to ensure a rapid and orderly implementation of rehabilitation and restoration programs for persons and property affected by a disaster.



Table 3: Lauderdale-by-the-Sea ESF

Title		Lead Agency
1	Transportation	Broward County Transit
2	Communications	Broward County Sheriff's Office
3	Public Works and Engineering	Public Works Department
4	Firefighting	Lauderdale-by-the-Sea Volunteer Fire Department
6	Mass Care	American Red Cross
8	Health and Medical Services	American Medical Response (AMR) for BLS/ALS
9	Urban Search and Rescue	Lauderdale-by-the-Sea Volunteer Fire Department, USAR
10	Hazardous Materials	BSO Department of Fire & Fort Lauderdale FD
11	Food and Water	American Red Cross
12	Energy	Florida Power & Light
14	Public Information	Conceptual Communications (contract)
15	Volunteers and Donations	Broward County
16	Law Enforcement	Broward County Sheriff's Office
18	Business & Industry	LBTs Chamber of Commerce

Plan Introduction

The CEMP is designed to address “all hazards” that present threats to the town. The magnitude of an incident or disaster governs the approach used in managing an event. It has been noted that the ESF system is very effective when handling both small- and large-scale incidents requiring response and recovery support from local, state and federal governments.

Ensuring the safety of all Lauderdale-by-the-Sea’s residents and visitors is a shared responsibility and effort between first responder agencies, Broward County Office of Emergency Management (OEM) and County government.

State support is governed under Florida Statute, Chapter 252. In turn, the federal government is responsible for support to both the state and local government in accordance with the Robert T. Stafford Act and Title 44 “Emergency Management and Assistance” of the Code of Federal Regulation (CFR).

On March 30, 2011, Presidential Policy Directive 8: National Preparedness (PPD-8) was signed and released by the Office of the President of the United States. PPD-8 and its component policies intend to guide how the nation, from federal, state, and local governments to private citizens, can “strengthen the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation.” These threats include terrorist acts, cyber-attacks, pandemics and natural disasters. PPD-8 evolves from, and supersedes, Homeland Security Presidential Directive 8. PPD-8 is intended to meet many requirements of Subtitle C of the Post-Katrina Emergency Reform Act of 2006 (P.L. 109-295, 6 U.S.C. §741- 764).

The National Preparedness Goals describes the Nation’s security and resilience posture through the core capabilities utilizing the Whole of Community approach as the foundation. The National Preparedness Goals defines success as:



“A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

Using the core capabilities, the National Preparedness Goals are achieved by:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Plan Purpose

The CEMP is intended to provide an organized system of preparedness, response, and recovery by which the Town of Lauderdale-by-the-Sea are guided in their statutory responsibilities in the provision of direction and control during a disaster. This Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town of Lauderdale-By-The-Sea (Town) will mobilize resources and conduct response and recovery activities after a large-scale disaster.

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

It also establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. The Incident Command System (ICS) is part of NIMS. In ICS, roles and responsibilities for implementing emergency operations are assigned to individuals, agencies and contract organizations. This system is used so that anyone responding to a disaster who is familiar with this system (such as public safety personnel, trained volunteers or National Guard) should be able to seamlessly join the Town’s action, such as response to or recovery from a disaster. Appendix 1 contains the ICS Organization Chart as well as description of the roles and responsibilities associated with each position.

This plan is designed to address all hazards yet shall remain flexible. Under NIMS, policies, operational procedures, and responsibilities may be modified to meet the circumstances surrounding any type of disaster or critical incident.

Scope

Each entity identified herein will utilize this CEMP as the basis for development and maintenance of subordinate plans, response policies, and implementing procedures.



The CEMP covers each level of disaster starting with “incident” and continuing through “minor disaster” then “major disaster” and finally “catastrophic disaster”.

Roles & Responsibilities

Emergency Management Coordinator

The Emergency Management Coordinator (EMC) is responsible for ensuring that Lauderdale-by-the-Sea meets its emergency management commitments under NIMS and as documented in this CEMP. Typically, such responsibilities involve guiding the Town’s emergency preparedness organization, as well as ensuring that the Town’s CEMP and procedures are up to date. The EMC is also responsible for ensuring assigned personnel receive training and participate in exercises, meetings, and activations. When needed, the EMC initiates activation of this plan. The EMC is the point of contact for emergency operations involving the Town.

CEMP Maintenance

The Town Manager is responsible for this CEMP and all subsequent revisions. The Town Manager is responsible for ensuring that this CEMP is maintained, reviewed, and updated. CEMPs must be reviewed and revised at least once every four years. The CEMP was produced through the collaborative efforts of Town staff, in conjunction with County and other municipal agencies, and public and private organizations. The Planning Group that assisted with the development of this CEMP include:

- Town Manager
- All Town Department Directors (Public Works Director, Finance Director, Development Services Director)
- Chief Building Official (contract)
- Police Captain, Broward County Sheriff’s Office
- Fire Chief, Lauderdale-By-The-Sea Volunteer Fire Department
- AMR

HSEEP Compliance & Plan Improvement

The Town of Lauderdale-by-the-Sea conducts tabletop and functional exercises as well as annual full-scale exercises (e.g. Statewide Hurricane Exercise, Radiological Emergency Preparedness Exercises, etc.) to test the responsiveness and capability of the Town. Each exercise will test all or critical portions of the CEMP, including capabilities of equipment and the personnel to operate such equipment. Each exercise is evaluated through interviews of participating partner organizations following the exercise and adopted into an After-Action Report (AAR). Revisions will be made to the appropriate plans based on the AAR findings.

The Town is compliant with the requirements of the Homeland Security Exercise and Evaluation Program (HSEEP) which is a capabilities and performance-based exercise program which provides a standardized policy, methodology, and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP compliance is defined as adherence to specific processes and practices for exercise program management and exercise design, development, conduct, evaluation, and improvement planning. The Town complies with the four HSEEP performance requirements.



These requirements are as follows:

- Conduct an annual Training and Exercise Planning Workshop as part of an Integrated Preparedness Plan.
- Plan and conduct exercises in accordance with the guidelines set forth in HSEEP policy.
- Develop and submit properly formatted After Action Report/Improvement Plans (AAR/IP).
- Track and implement corrective actions identified in the AAR/IP.

Authorities & References

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

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

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan,¹ and the Broward County Comprehensive Emergency Management Plan.²

The CEMP references and incorporates standard operating procedures, job aides, and field guides which have been developed by the Town, Broward County and the State of Florida. Procedures are included for the activation, operation and deactivation of the Emergency Operations Center (EOC), the physical location where information and resources are coordinated to provide support during a disaster. The Town Manager, Deputy Town Manager/Public Works Director, Finance Director, and or in their absence, the Police Captain may activate the plan in accordance with the activation procedures.

Town of Lauderdale-by-the-Sea

The Town of Lauderdale-by-the-Sea does not currently have any ordinances for emergency management.

Broward County

- **Broward County Charter, Broward County Commission:** Provides authority to the County Mayor and County Administrator to declare, limit and terminate a state of emergency and implement the County's Emergency Operation's Plan. Permits the adoption of emergency ordinances and resolutions.
- **Administrative Code of Broward County Section 1.11, Broward County Commission: Broward County Administration:** Designates the County Administrator as Chief Executive Officer during major or catastrophic emergencies. Empowers the Administrator to declare a State of

¹ Florida Comprehensive Emergency Management Plan: <http://floridadisaster.org/cemp.htm>

² Broward County Comprehensive Emergency Management Plan: <http://www.broward.org/Emergency/Documents/CEMP.pdf>



Emergency, implement emergency plans, obligate funds and provide for emergency support compensation to unrepresented employees.

- **Administrative Code of Broward County Chapter 21 – Operational Policy, Procurement Code Finance and Administrative Services also known as Procurement Code of Broward County, Broward County Board of County Commissioners:** Provides Broward County a unified purchasing system with centralized responsibility.
- **Administrative Code of Broward County, Florida, Chapters 13 1/2, Floodplain Management:** 30, Special Districts; 34, Water and Sewers; 35, Water Conservation Districts; and 36, Water Resource and Management.
- **Administrative Code of Broward County Chapter 6:** Designates the roles and responsibilities of the Public Works Department and Divisions

State of Florida

- Florida Comprehensive Emergency Management Plan
- Florida Emergency Response Team Mass Migration Annex

The State of Florida emergency management laws are established in Chapter 252, F.S., Emergency Management Act. Other State authorities and references include:

- Chapter 14, F.S., Governor
- Chapter 22, F.S., Emergency Continuity of Government
- Chapter 23, F.S., Florida Mutual Aid Act
- Chapter 154, F.S., Public Health Facilities
- Chapter 161, F.S., Beach and Shore Preservation
- Chapter 187, F.S., State Comprehensive Plan
- Chapter 245, F.S., Disposition of Dead Bodies
- Chapter 381, F.S., Public Health
- Chapter 395, F.S., Hospital Licensing and Regulation
- Chapter 401, F.S., Medical Telecommunications and Transportation
- Chapter 553, F.S., Building Construction Standards
- Chapter 870, F.S., Riots, Affrays, Routs, and Unlawful Assemblies
- Chapter 943, F.S., Domestic Security

Florida Administrative Code

- Chapter 27P-2, 27P-6, 27P-11, 27P-14, 27P-19, 27P-20, and 27P-21 Florida Administrative Code
- Chapter 73C-40, Florida Administrative Code

Executive Orders

- Executive Order No. 80-29, "Disaster Preparedness"
- Executive Order 05-122, State Emergency Response Commission

Federal Government

- Department of Homeland Security Caribbean Mass Migration Framework
- Department of Homeland Security Maritime Migration Plan
- U.S. Coast Guard Maritime Response Operations Plan
- U.S. Coast Guard Southeast Florida Area Maritime Security Plan



- U.S. Coast Guard Operation Vigilant Sentry Plan
- U.S. Coast Guard Southeast Florida Area Contingency Plan

Federal emergency management authorities and references include:

- Public Law 93-288, as amended, 42 U.S.C. 5121, et seq., the Robert T. Stafford Disaster Relief Act and Emergency Assistance Act, provides authority for response and recovery assistance under the Federal Response Plan. This legislation empowers the President to direct any federal agency to utilize its authorities and resources in support of state and local assistance efforts.
- Public Law 81-920, The “Federal Civil Defense Act of 1950;” and
- Executive Order 11795, dated July 11, 1974, as amended by Executive Order 11910, dated April 13, 1976.
- Americans with Disabilities Act of 1990, as Amended.
- Post-Katrina Emergency Management Reform Act of 2006
- Vienna Convention on Consular Relations, Article 37

Plan Adoption and Modification Requirements

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

Once adopted, the CEMP shall be made available to the public and distributed to the Planning Group and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments through the ICS structure with the goal of developing each position to a depth of two levels for each vital position.

ADA and Guidelines for Functional Needs Support Services

The Americans with Disabilities Act (ADA) of 1990 is incorporated into Town emergency preparedness plans. This law prohibits discrimination on the basis of disability. A best practice used to effectively address the needs of persons with disabilities or access and functional needs in emergency preparedness plans is establishing a process to pre-identify resources which may be used to fulfill requests from these individuals for reasonable accommodations they may need in emergency situations.

Functional Needs Support Services (FNSS) are defined as services that enable children and adults with or without disabilities who have access and functional needs to maintain their health, safety, and independence in a general population shelter. This may include augmentation of trained medical professionals, durable medical equipment (DME), consumable medical equipment (CME), and reasonable modification to common practices, policies and procedures. Individuals requiring FNSS may have sensory, physical, mental health, cognitive and/or intellectual disabilities affecting their capability to function independently without assistance. Additionally, the elderly, women in the late stages of pregnancy, and individuals requiring communication assistance and bariatric support may also benefit from FNSS.



On July 22, 2004, Executive Order 13347 was issued (Individuals with Disabilities in Emergency Preparedness), directing the federal government to work together with state, local and tribal governments, as well as private organizations, to appropriately address the safety and security needs of people with disabilities. The Stafford Act and Post-Katrina Emergency Management Reform Act (PKEMRA), along with Federal civil rights laws, mandate integration and equal opportunity for people with disabilities in general population shelters.

Lauderdale-by-the-Sea makes every effort to comply with Title II of the Americans with Disabilities Act (ADA) as well as any other applicable laws related to emergency and disaster-related programs, services and activities for individuals with disabilities who have access and functional needs.

Situation & Assumptions

The Town of Lauderdale-By-The-Sea was incorporated in 1947, and the previously unincorporated area north of Pine Avenue was annexed in 2001. It is located along the Atlantic Ocean in Eastern Broward County. According to the United States Census Bureau, the town has a total area of 1.57 square miles. 0.876 square miles of it is land and 0.694 (44.2%) square miles of it is water.

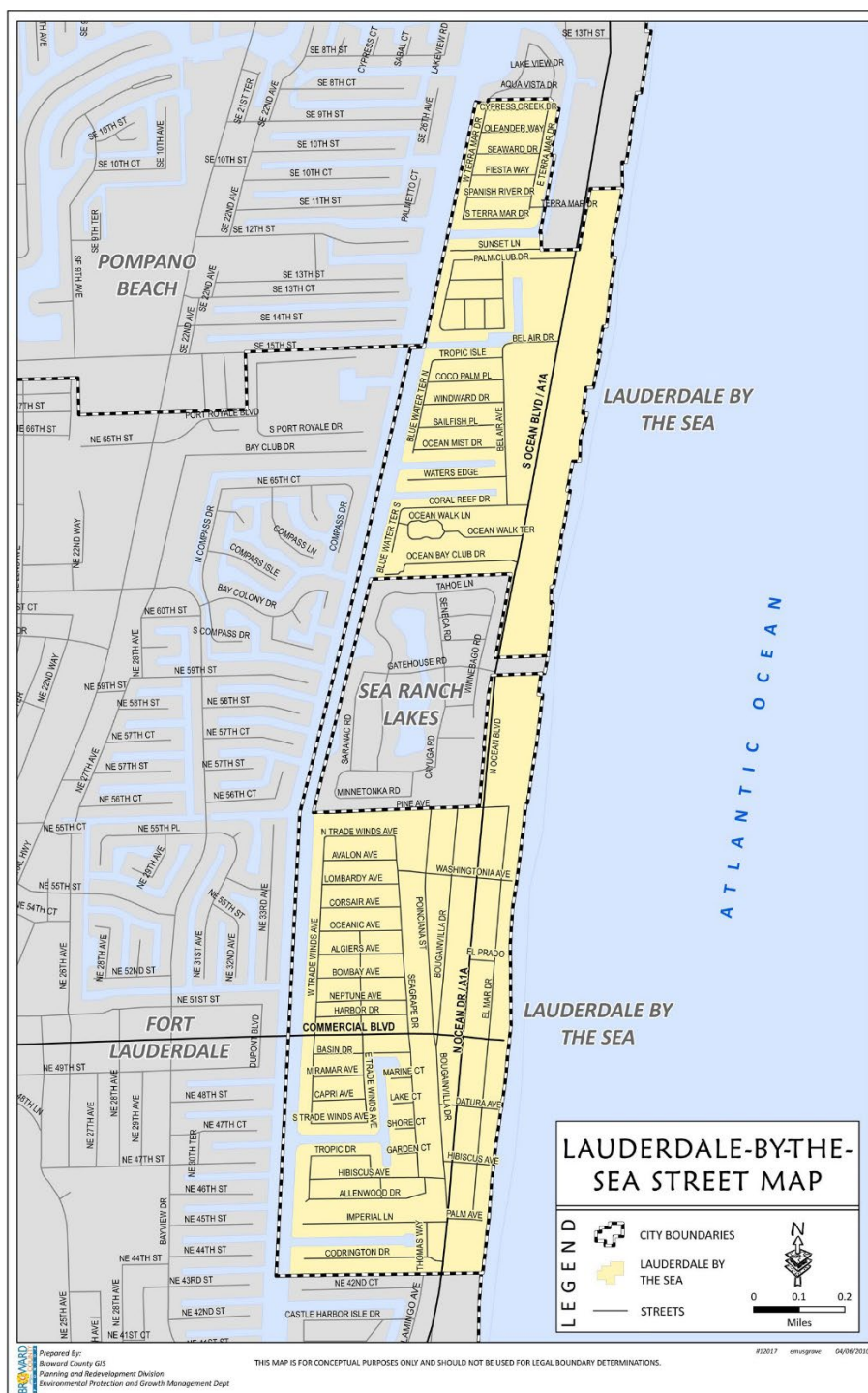
The Town has a year-round population of approximately 6,500 of which close to 40% is over 65 years of age. Of the approximately 7,400 housing units, approximately 54% are occupied year-round, with about 46% occupied seasonally. According to the American Community Survey, the median home value is \$449,000, and median rental monthly cost is \$1,437. The ACS lists 6,897 housing units, with nearly 73.6% having been built earlier than 1979.

The Town borders Fort Lauderdale to the south, Sea Ranch Lakes in the center, and Pompano Beach to the north. The Town is on a long narrow barrier island connected to the mainland by drawbridges that span the Intracoastal Waterway. The southern portion of the Town is centered on the junction of State Road A1A and Commercial Boulevard. The main industry is tourism; the Town has many hotels, motels, and residences used especially during the winter by visitors. At the ocean end of Commercial Boulevard is a long wooden fishing pier and two public plazas.

The Town has the distinction of being almost entirely surrounded by tidal waters – on the west by the Intracoastal Waterway and the east by the Atlantic Ocean. There are several finger canals that extend eastward into the Town from the Intracoastal Waterway. A coastal ridge exists along the eastern side of the Town which forms a drainage divide. Sea Level Rise (SLR) is also of special concern for the Town because it is virtually surrounded by tidally influenced waters.³ Several complaints of flooding were reported at locations with relatively higher elevation such as El Mar Drive and Bougainvillea Drive. These areas include isolated drainage infrastructure with no outlets. There are more severe flooding problems in residential neighborhoods in the western portions of the Town, according to the Stormwater Master Plan from December 2020.

³ Lauderdale-by-the-Sea Stormwater Master Plan Report, December 2020

Figure 1: Map of the Town of Lauderdale-by-the-Sea⁴

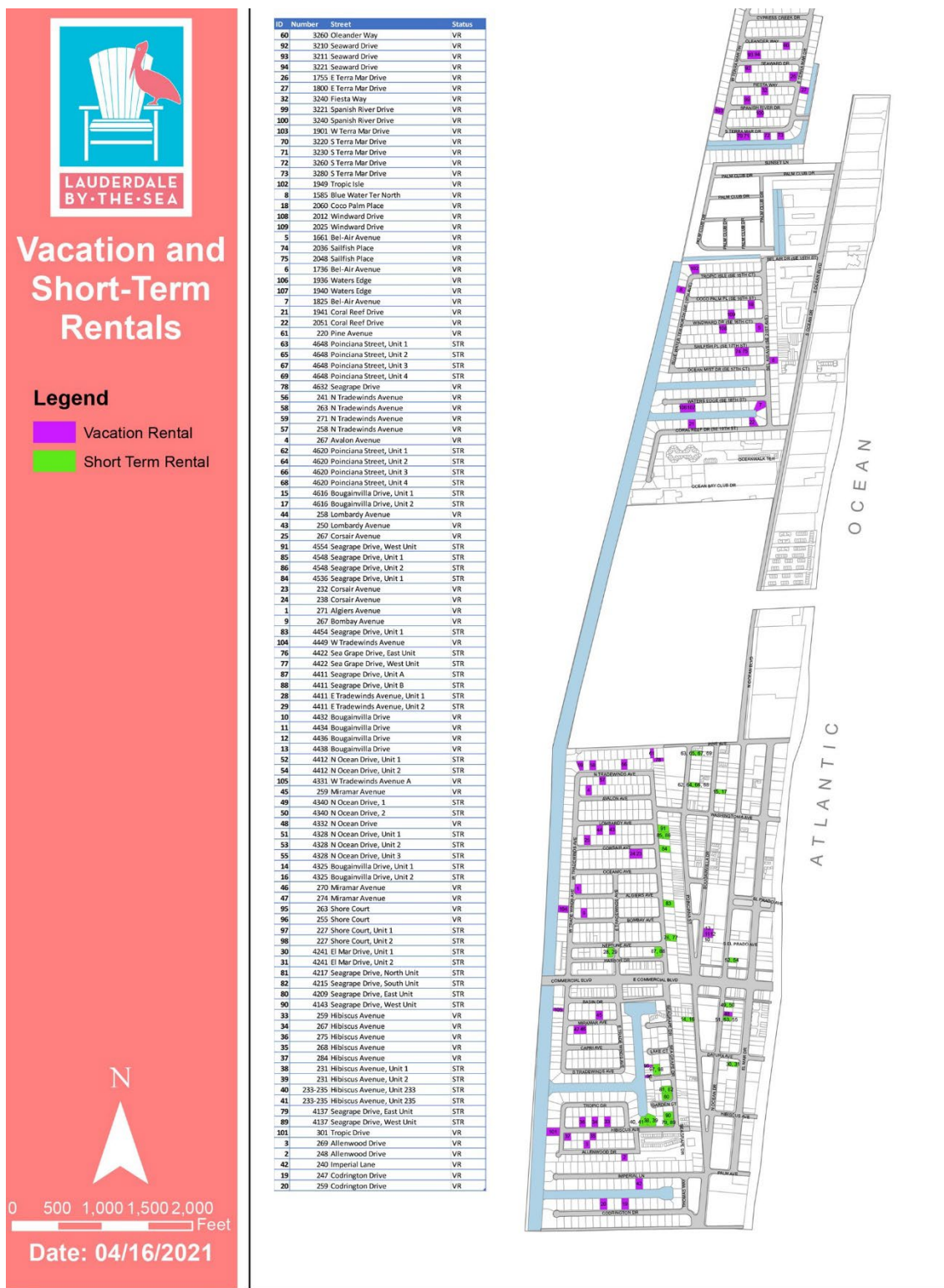


⁴ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>



Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan

Figure 2: Lauderdale-by-the-Sea Vacation & Short-Term Rentals Map⁵



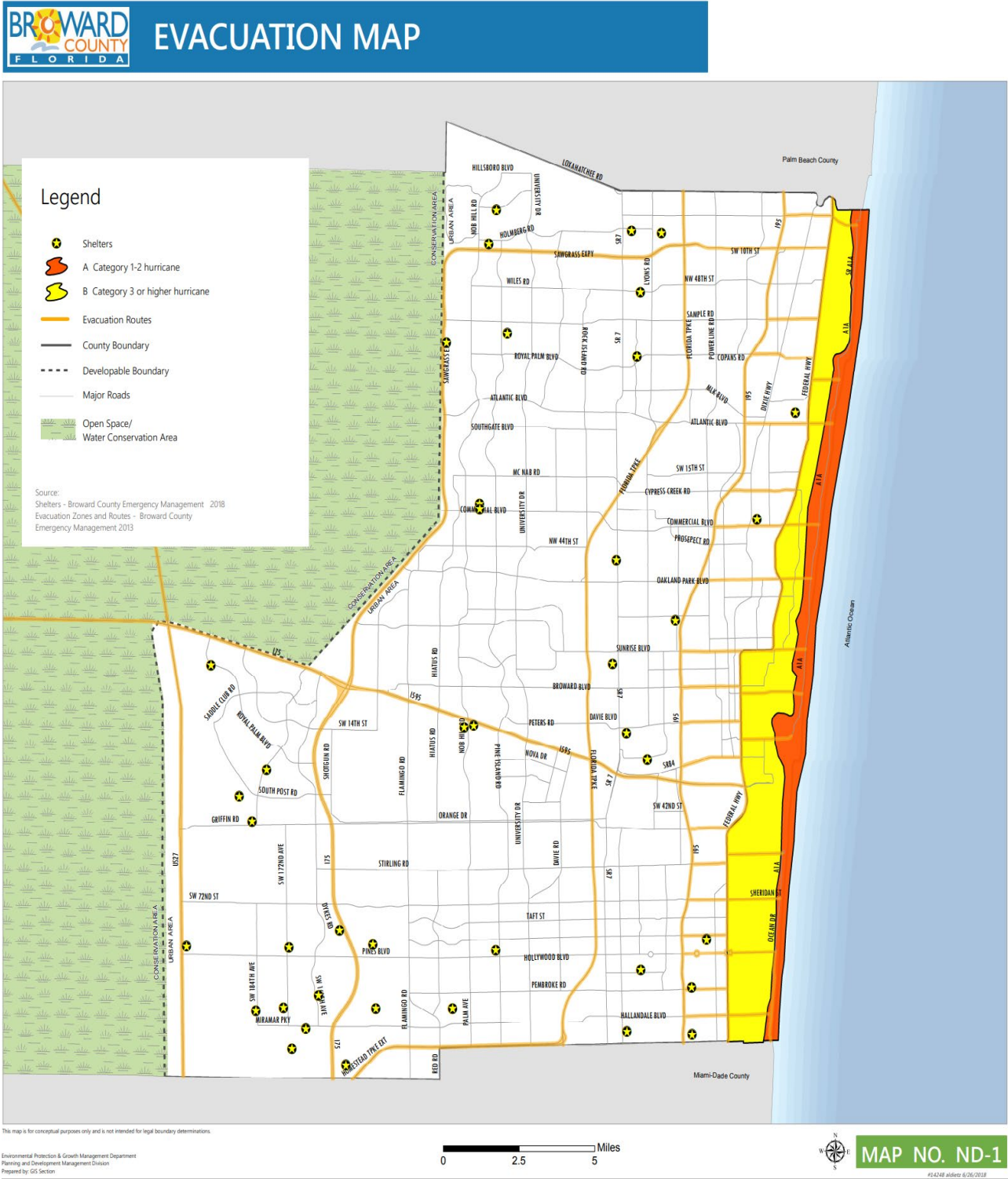
⁵ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>

Figure 3: Evacuation Zones of Broward County⁶



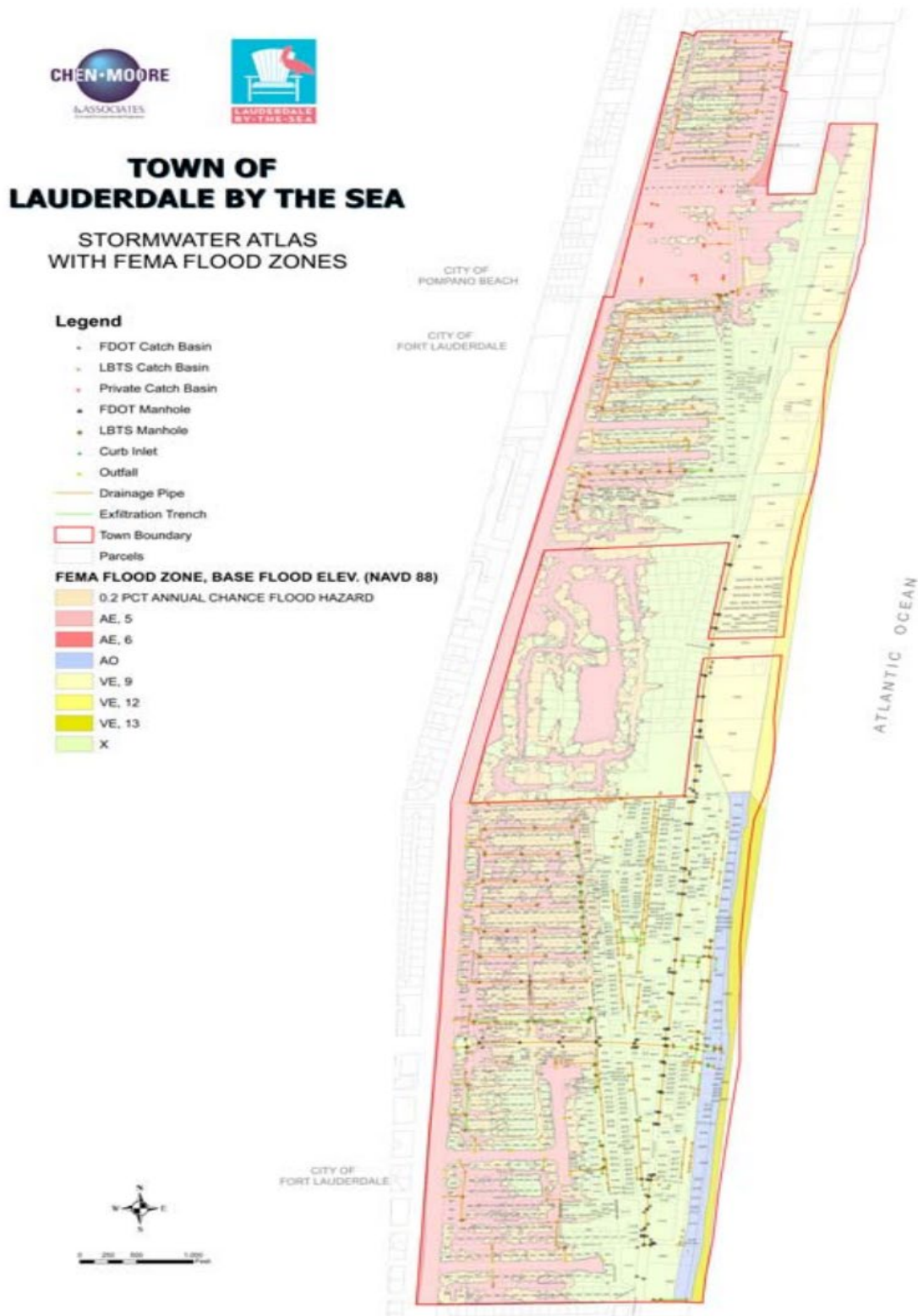
⁶ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/Hurricane/Documents/EvacuationADA.pdf>

Figure 4: Mandatory Evacuation Zones and Shelter Locations in Broward County⁷



⁷ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/BrowardNext/Documents/maps/ND-1%20Evacuation%20Map.pdf>

Figure 5: Flood Map for Lauderdale-by-the-Sea⁸



⁸ FEMA – NFIP Flood Maps



Table 4: Population Estimates for Lauderdale-by-the-Sea, Broward County, and State of Florida

	2010 Census	2020 Census	Total Change	Percent Change
State of Florida	18,801,310	21,538,187	2,736,877	+14.55%
Broward County	1,748,066	1,944,375	196,309	+11.23%
Lauderdale-by-the-Sea	6,056	6,198	142	+2.34%

Figure 6: Population & People⁹

60.2 +/- 4.2

Median Age in Lauderdale-by-the-Sea town, Florida

42.2 +/- 0.2

Median Age in Florida

Table:
S0101

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

Under 5 years - 0.9%

Under 18 years - 4.6%

18 years and over - 95.4%

65 years and over - 41.1%

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

Figure 7: Language Spoken at Home in Lauderdale-by-the-Sea

26.0% +/- 10.1%

Language Other Than English
Spoken at Home in Lauderdale-
by-the-Sea town, Florida

29.4% +/- 0.1%

Language Other Than English
Spoken at Home in Florida

Table:
S1601

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

English only - 74.0%

Spanish - 14.9%

Other Indo-European languages - 9.2%

Asian and Pacific Islander languages - 1.3%

Other languages - 0.6%

0% 10% 20% 30% 40% 50% 60% 70% 80%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

⁹ U.S. Census Data 2020



The Town of Lauderdale-by-the-Sea has a considerable population of residents over 65 years of age as seen in the following figure.

Figure 8: Older Population in the Town of Lauderdale-by-the-Sea¹⁰

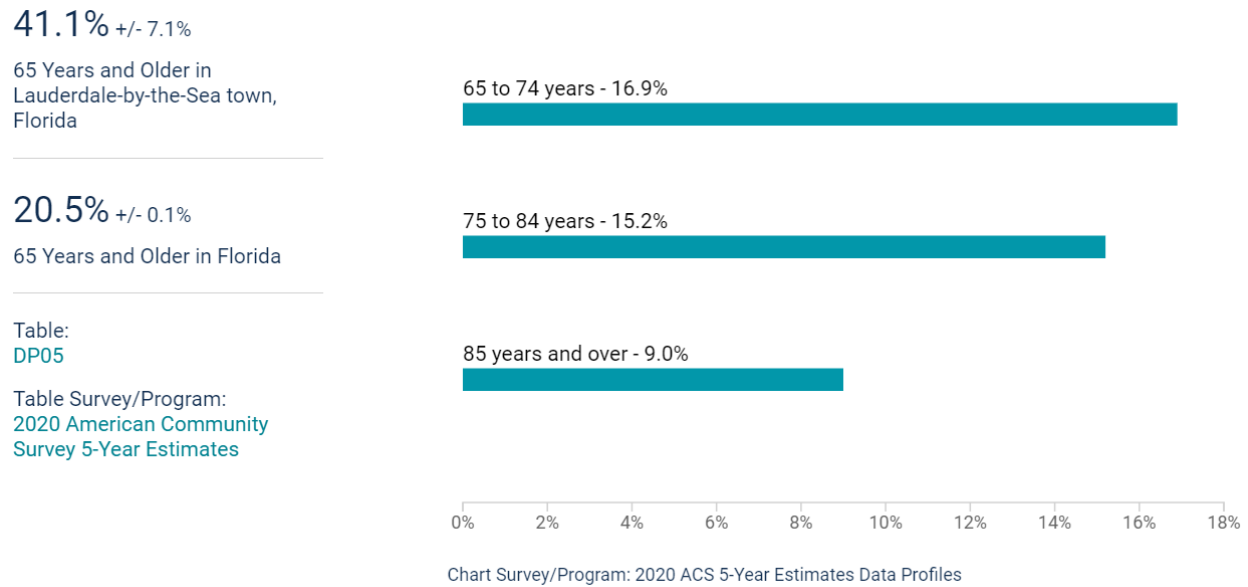
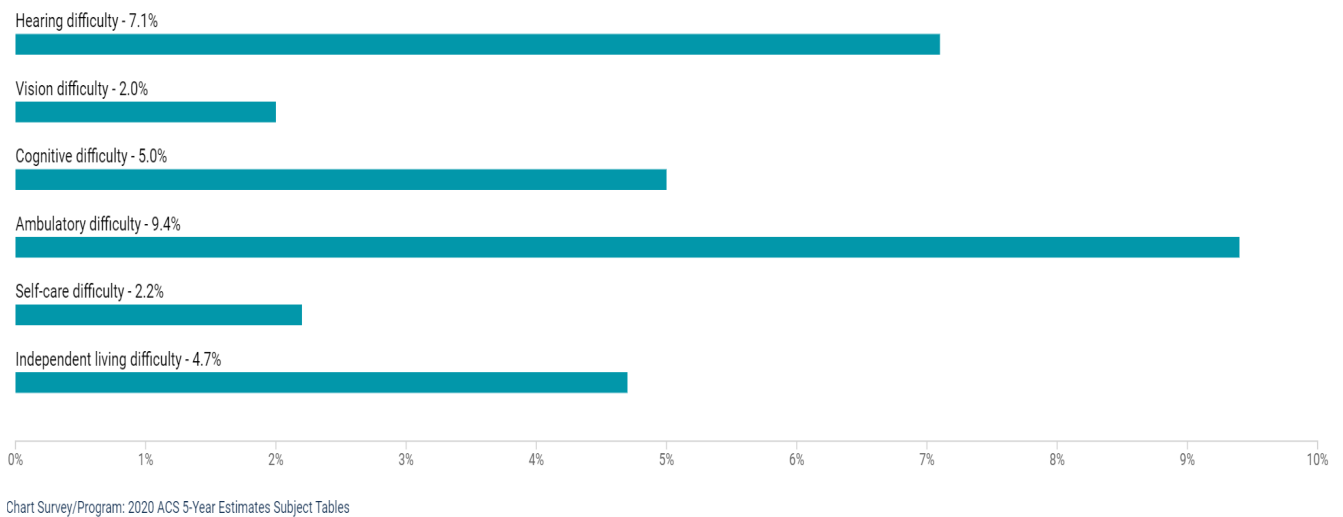


Figure 9: Lauderdale-by-the-Sea Population with Disabilities



¹⁰ U.S. Census, American Community Survey



Figure 10: Residential Mobility in the Last Year in Lauderdale-by-the-Sea¹¹

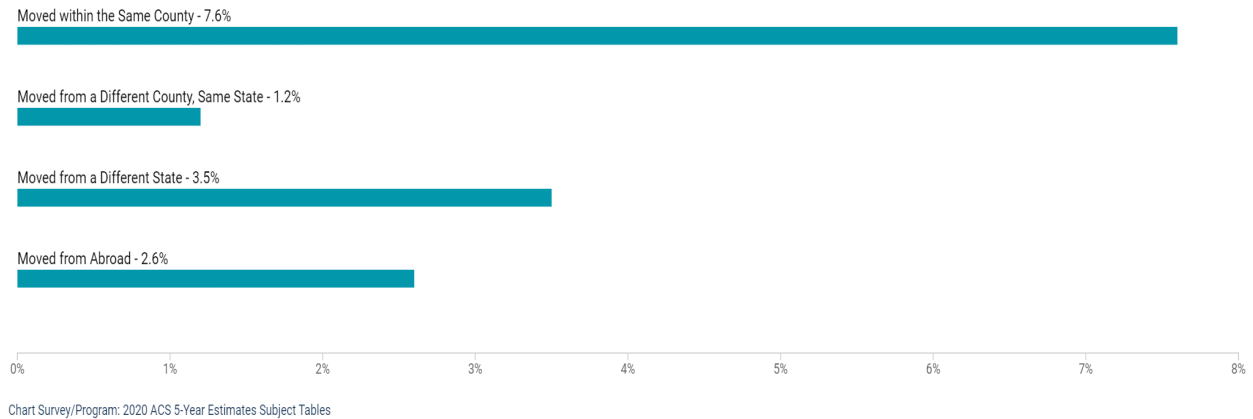


Figure 11: Median Income in Lauderdale-by-the-Sea

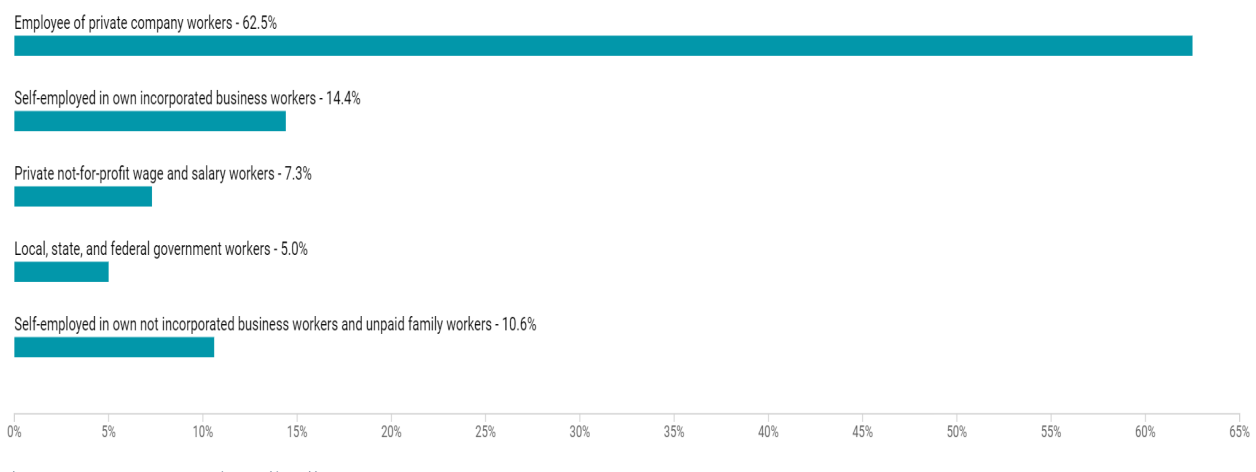
\$69,860 +/- \$10,622

Median Household Income in Lauderdale-by-the-Sea town, Florida

\$57,703 +/- \$269

Median Household Income in Florida

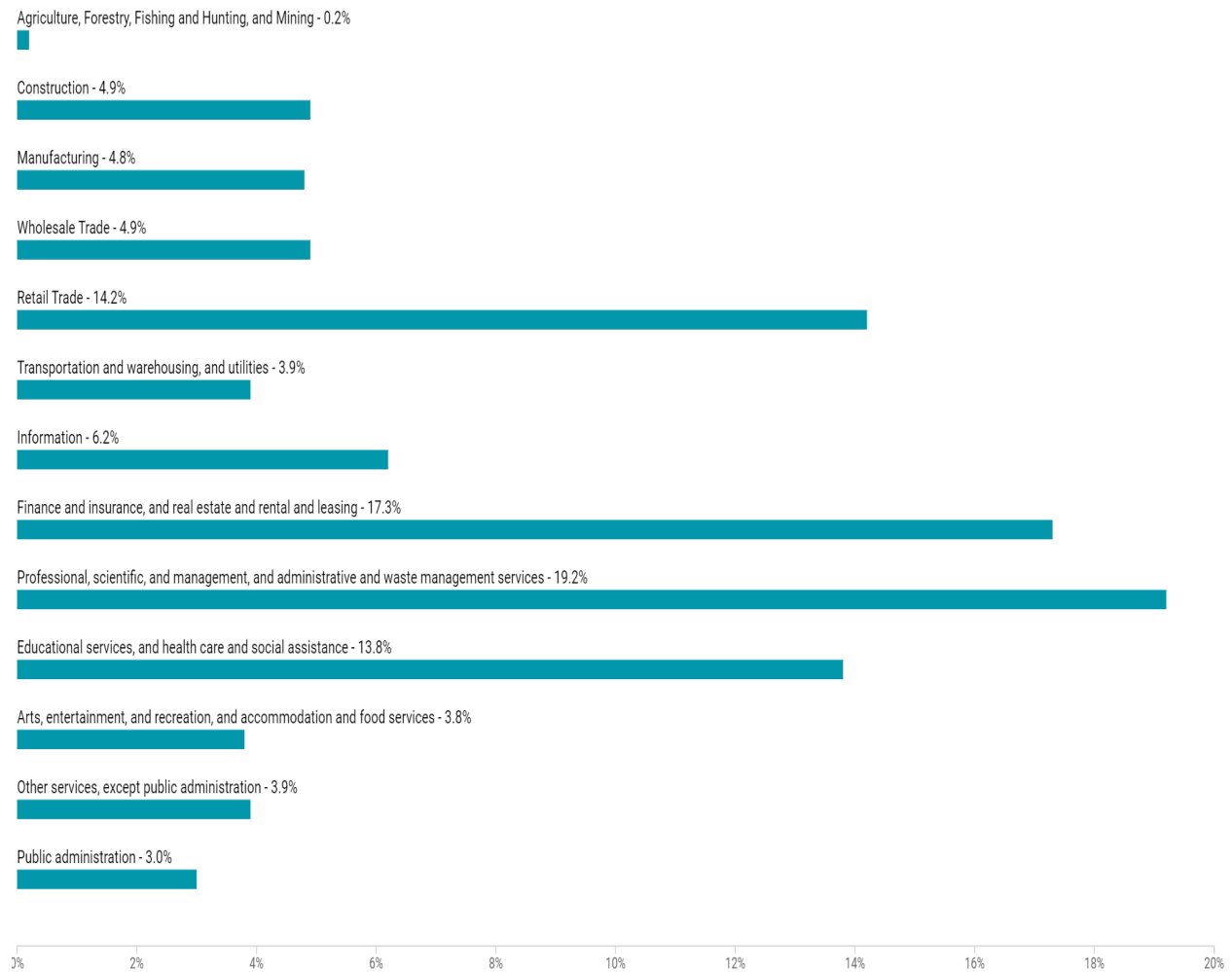
Figure 12: Employment Type of Residents in Lauderdale-by-the-Sea



¹¹ U.S. Census, American Community Survey



Figure 13: Industry of Employed Population of Lauderdale-by-the-Sea¹²



¹² U.S. Census, American Community Survey



Assumptions

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

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Due to the Town's location on the barrier island, damage may be extensive and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical and social infrastructure that severely limits the ability to evacuate or receive assistance. The Town's location on a barrier island also means that Lauderdale-By-The-Sea is in a mandatory evacuation zone for a storm with winds over 74 MPH (a category 1 hurricane). All first responders and Town staff are required to evacuate in advance of a hurricane and cannot return until the storm is over and an all clear is given by first responders.

Local emergency response personnel will also likely be impacted by the disaster and experience casualties and damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services.

If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Division of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). Assistance will be deployed to the affected areas to provide aid to local governments.

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

Resources in a severe emergency may be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the CEMP.

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

Persons with Access and Functional Needs

The Town takes the safety and well-being of all its residents seriously, however, special considerations must be given to those who may be especially vulnerable.



Each of the natural, technological and human-caused hazards noted in the county THIRA is unique and produces distinct impacts to a community. Included in the THIRA is an overview of the social vulnerabilities, physical vulnerabilities, and the community conditions as they relate to each hazard.

- Social vulnerabilities include the demographics of a community and consider the impacts on various groups within the population such as those who may have special health or medical conditions, those who may not speak English as a primary language, those who may have limited financial resources or people who may be homeless.
- Physical vulnerabilities include the built environment including residential and business structures, and infrastructure components such as roads, bridges, and energy and water systems.
- Community conditions include indicators such as economic, social, environmental, governmental, insurance, special properties, and the faith-based community. The network systems of a community that help sustain a community especially after a disaster.

The Broward County THIRA should be referenced for additional information specific to each of the hazards analyzed.

Lauderdale-by-the-Sea (as seen in the Figure above) consists of a large population of residents over the age of 65 (41.1%) as compared to the general population of the State of Florida. The age range of 85 years and older make up 9% of the population of the Town. Special planning considerations is crucial to safely evacuating an older population to safety.

Hazard & Risk Assessment

The Town is vulnerable to a host of hazards which pose a risk to residents, visitors, and property. All hazards which may impact the Town have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (at a specific location or in transit), civil disturbances and mass migration events, terrorism, and pandemics.

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

The Threat and Hazard Identification and Risk Assessment (THIRA) is a three-step risk assessment process that helps communities understand their risks and what they need to do to address those risks by answering the following questions:

- What threats and hazards can affect our community?
- If they occurred, what impacts would those threats and hazards have on our community?
- Based on those impacts, what capabilities should our community have?

The THIRA provides detailed information regarding the natural hazards mentioned below that could impact Lauderdale-by-the-Sea.

- Hurricanes & Tropical Storms



- Tornadoes
- Flooding / Sea Level Rise
- Hazardous Materials Incidents
- Civil Disturbances
- Mass Migration Events
- Terrorism
- Pandemics

Major Disaster Declarations

Major disasters are declared by the President of the United States when the magnitude of a disaster event is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments. In these cases, eligible applicants may apply for a wide range of federal disaster assistance that include funds for public assistance, individual assistance and hazard mitigation assistance.

From 1965 through 2020, Broward County received 20 presidential disaster declarations as listed in the table below. This listing does not include all federal, state or local emergency declarations issued for smaller, less damaging disaster events that did not warrant a presidential declaration.

Table 5: Presidential Disaster Declarations for Broward County ¹³

Event	Declaration Date	Declaration Number
Hurricane Betsy	09/14/1965	FEMA-209-DR
Freeze	03/15/1971	FEMA-304-DR
Hurricane Andrew	08/24/1992	FEMA-955-DR
Tornadoes, Flooding, High Winds & Tides, Freezing	03/22/1993	FEMA-982-DR
Severe Storms, High Winds, Tornadoes and Flooding	02/20/1998	FEMA-1204-DR
Severe Storms, High Winds, Tornadoes and Flooding	03/09/1998	FEMA-1195-DR
Extreme Fire Hazard	06/18/1998	FEMA-1223-DR
Hurricane Irene	10/20/1999	FEMA-1306-DR
Heavy Rains and Flooding	10/04/2000	FEMA-1345-DR
Severe Freeze	02/06/2001	FEMA-1359-DR
Hurricane Charley and Tropical Storm Bonnie	08/13/2004	FEMA-1539-DR
Hurricane Frances	09/04/2004	FEMA-1545-DR
Hurricane Jeanne	09/26/2004	FEMA-1561-DR
Hurricane Katrina	08/28/2005	FEMA-1602-DR
Hurricane Wilma	10/24/2005	FEMA-1609-DR
TS Fay	08/21/2008	FEMA-3288-DR
Hurricane Matthew	11/04/2016	FEMA-4283-DR
Hurricane Irma	09/10/2017	FEMA-4337-DR
Hurricane Dorian	10/21/2019	FEMA-4468-DR

¹³ Broward County CEMP, Federal Emergency Management Agency



COVID-19	03/25/2020	FEMA-4486-DR
----------	------------	--------------

Natural Hazards

Hurricanes & Tropical Storms

Broward County has experienced 36 hurricanes and tropical storms between 1996 and 2020. The costliest hurricane was Hurricane Frances in 2004, a Category 4 storm causing over \$80 Million in damages in Broward County.¹⁴ The unique location of the Town on a barrier island makes it especially susceptible to hurricanes and requires a mandatory evacuation for any Category 1 or large storms forecasted to hit the Town. Evacuation of town residents may become increasingly more difficult especially if surrounding communities and counties are forecasted to be impacted by the storm.

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

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

The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal regions but do not appear to evaluate specific cities. Given the evaluation for other coastal cities in South Florida, we estimate the probability of the Town experiencing hurricane force winds to be between 14 and 17 percent in any given year.

Hurricane intensity is measured by the Saffir-Simpson Scale below.

¹⁴National Centers for Environmental Information – Storm Events



Table 6: Saffir-Simpson Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

From 1954-2018 there were 134 reported tornadoes in Broward County, Florida. There were six tornadoes in 2017, and five in 2016.

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

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

Broward County on average experiences 2.09 tornadoes each year. All areas of the county are equally exposed to this threat, including the Town and are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values may be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities and infrastructure damage can be minimal to severe. Environmental damage may also be significant due to destruction of vegetation and environmentally sensitive areas on the beach, such as damage to sea oats and sand dunes. Tornado intensity is measured on the Fujita scale shown below.

Figure 14: Enhanced Fujita Scale

EF Rating	Wind Speeds	Expected Damage
EF-0	65-85 mph	‘Minor’ damage: shingles blown off or parts of a roof peeled off, damage to gutters/siding, branches broken off trees, shallow rooted trees toppled.  
EF-1	86-110 mph	‘Moderate’ damage: more significant roof damage, windows broken, exterior doors damaged or lost, mobile homes overturned or badly damaged.  
EF-2	111-135 mph	‘Considerable’ damage: roofs torn off well constructed homes, homes shifted off their foundation, mobile homes completely destroyed, large trees snapped or uprooted, cars can be tossed.  
EF-3	136-165 mph	‘Severe’ damage: entire stories of well constructed homes destroyed, significant damage done to large buildings, homes with weak foundations can be blown away, trees begin to lose their bark.  
EF-4	166-200 mph	‘Extreme’ damage: Well constructed homes are leveled, cars are thrown significant distances, top story exterior walls of masonry buildings would likely collapse.  
EF-5	> 200 mph	‘Massive/incredible’ damage: Well constructed homes are swept away, steel-reinforced concrete structures are critically damaged, high-rise buildings sustain severe structural damage, trees are usually completely debarked, stripped of branches and snapped.  

Flooding / Sea Level Rise

The Town of Lauderdale-By-The-Sea is located on a barrier island that is 7 feet above sea level at its highest point and is subject to inland flooding. The Town completed a Stormwater Master Plan in 2020. Since that time, all major drainage issues, like the one identified in the Terra Mar neighborhood, have been addressed. The improvements included the installation of a main storm sewer trunk line on E Terra Mar Drive to help mitigate the flooding that regularly occurs on the island. There are no repetitive loss properties identified by the National Flood Insurance Program in the Town of Lauderdale-By-The-Sea.

Broward County as well as the Town of Lauderdale-by-the-Sea participate in the NFIP program.

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

The Town lies within Broward County. The FEMA Flood Zone Maps show that the Town has A, AE, AH, AO, VE and X flood zones. According to FEMA:

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-



chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

Pandemics

Pandemics are global in nature. However, they may start anywhere. The Town chose to analyze this hazard given the ongoing COVID-19 pandemic and potential for this kind of event to occur in any location at any time.

All populations should be considered at risk to pandemic. Buildings and infrastructure are not directly impacted by the virus/pathogen but could be indirectly impacted if people are not able to operate and maintain them due to illness. Many buildings may be shutdown, at least temporarily, as a result. Employers may initiate work from home procedures for non-essential workers in order to help stop infection. Commerce activities, and thus the economy, may suffer greatly during this time.

Human-Caused or Technological Hazards

Terrorism / Cyber-Terrorism

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

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

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

Cyber-attacks could occur anywhere within the Town or Broward County and, indeed, could originate from outside of the county while still having an impact on it. In May 2021, Colonial Pipeline fell victim to a ransomware attack that completely shut down their pipeline. The 5,500-mile Colonial system which runs from Texas to New Jersey carries over 100 million gallons of gasoline, diesel, jet fuel and home heating oil to the East Coast from refineries along the Gulf Coast. It delivers about 45% of the fuel for the East Coast.¹⁵ Ransomware could significantly disrupt or even cripple any municipality, large or small.

Hazardous Materials

Hazardous materials incidents can occur anywhere where there is a road, rail line, port, airport or fixed facility using, storing or manufacturing hazardous materials. A limited number of trucks on Town highways may be carrying hazardous material. Given the extensive network of canals and the Intracoastal Waterway, the Town would be more likely to be adversely impacted in the case of a fuel or oil spill from a boat than by hazardous material spills on the streets of the Town.

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

¹⁵ U.S. Department of Energy: <https://www.energy.gov/ceser/colonial-pipeline-cyber-incident>



Teams are trained in the identification and handling of radioactive source material. Pompano Beach trains their Fire Safety staff on Hazardous Materials, they do not have a designated HazMat unit.

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

Civil Disturbances

Broward County has a multi-ethnic population originating from countries with widely divergent political systems, religious beliefs, and educational backgrounds. As with any large metropolitan area with diverse cultures, civil disturbances must be anticipated and expected. The Broward County Sheriff's Office has the primary responsibility for gathering intelligence and maintaining law and order within this arena and maintains the SOP that outlines the coordination and handling of responses to civil disturbances.

Mass Migration

The control of immigration into the United States is the responsibility of the United States Department of Homeland Security (DHS). The Department of Homeland Security has created the OPLAN Vigilant Sentry Plan. OPLAN Vigilant Sentry describes the basic organization and structure by which Homeland Security Task Force – Southeast (HSTF-SE) will deploy resources and direct multi-agency operations to address a potential and full-scale mass migration event. This plan is outlined in the Broward County Mass Migration Plan.

Broward County and surrounding areas has a history of mass immigration from the Caribbean basin, particularly Cuba and Haiti. A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability in Broward County, and Lauderdale-by-the-Sea by overwhelming the delivery of essential services such as medical response and public safety. Armed violence abroad may also precipitate spontaneous mass immigration to south Florida. While the federal government has the primary responsibility for assuming control of mass immigration emergencies, the Town may have to provide humanitarian effort including: shelter, food, water, medical, and other social services. Broward County's Mass Migration Plan addresses such circumstance and is located in the CEMP.

Climate Change

The projected changes in the climate pose several challenges for Lauderdale-by-the-Sea. Future changes in the climate may exacerbate the frequency and impacts of the hazards previously mentioned. Longer more severe dry seasons coupled with shorter duration wet seasons, consisting of higher volume precipitation, will generate a pattern of drought and flood events that can impact our entire ecosystem. The predictions for climate change are as follows: increased air and ocean temperatures; changes in precipitation with wetter wet seasons and dryer dry seasons; more extreme hot and cold weather events; increased coastal erosion; continuous sea level rise; increased development of tropical diseases in plants, wildlife, and humans; increased strains upon and costs in infrastructure mitigation.



Organization & Staffing

Coordination of Municipal emergency response operations

The Town's coordination of activities at an incident site is the responsibility of the Incident Commander with control of these activities taking place at the Town's Emergency Operations Center. The Town's EOC is in Town Hall at 4501 North Ocean Dr. Lauderdale-by-the-Sea. The Field Operations Incident Commander is responsible for overseeing these activities, will be designated by the Town Manager and will most likely be the Police Captain, the Fire Chief or the Public Works Director, depending on the nature of the incident. The Incident Commander will directly notify the Town Manager of any incident which may potentially meet activation conditions. Upon activation, the Incident Management Team will coordinate actions to provide additional resources to incident scenes, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of NIMS.

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

Coordination with private sector emergency operations

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

Normal organization and staffing

The Town, by its Charter, has a Commission-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs approximately thirty-five (35) full time employees.

The Town contracts with public and private service providers, with the following being the primary service providers:

- Building Code Services – C.A.P. Government, Inc.
- Emergency Medical Services - American Medical Response (AMR)
- Fire Protection Services – Lauderdale-By-the Sea Volunteer Fire Rescue (VFD)
- Law Enforcement – Broward Sheriff's Office (BSO)
- Legal – Weiss, Serota, Helfman, Cole, Bierman, P.A.
- Code Enforcement – Calvin, Giordano & Associates, Inc.



- Building Services – CAP Government
- Town Engineer – Jay Flynn, Flynn Engineering
- Solid Waste & Recycling – Waste Pro
- Water Production and Sewage Treatment – City of Fort Lauderdale and City of Pompano Beach
- Debris Removal - Crowder Gulf
- Monitoring Firm - Witt O'Brien's
- Community Center operations – Armilio Bien-Aime
- Parking – Republic Parking Services, Inc.
- Beach Cleaning – Beach Raker

Concept of Operations

The National Incident Management System (NIMS) is a system mandated by Homeland Security Presidential Directive – 5 (HSPD-5) that provides a consistent nationwide approach for Federal, State, local and tribal governments; the private sector and non-governmental organizations (NGOs) to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. The NIMS indicates the core set of concepts, principles and terminology for interoperability and compatibility between multiple jurisdictions as outlined in the Incident Command System (ICS).

The ICS is designed to enable effective and efficient incident management by integrating the use of facilities, equipment, personnel, procedures and communications operating within a common organizational structure. ICS principles and procedures require the use of common terminology, modular organization, integrated communications, unified command structure, incident action planning, and manageable span of control, as well as pre-designated facilities and comprehensive resource management. The ICS management is structured to facilitate activities in five major functional areas: command, operations, planning, logistics and finance and administration.

Event recognition and plan activation

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

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

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



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

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

Public warning and emergency instruction

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

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

Residents and visitors to Lauderdale-by-the-Sea will additionally be alerted to events in the Town through a variety of outreach efforts.

- Lauderdale-by-the-Sea website: <https://lauderdalebythesea-fl.gov/>
- CodeRED Sign up: <https://public.coderedweb.com/CNE/en-US/5C03FDCE0684>
- Facebook: <https://www.facebook.com/lbtsgov/>

Alerting Special Populations

The Town, in coordination with AMR, maintains a list of those with Access and Functional Needs. The Town has developed a list of condo managers in CodeRED for rapid dissemination of alerts to those with AFN.

Initial field response actions

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



forward it to the Broward County Emergency Operations Center for the Broward County Joint Information Center (JIC) for distribution.

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

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

Once the incident includes multiple disciplines and/or agencies, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support, contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, approval, commitment, and use of assigned resources. Unified Command is used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan (IAP).

The Incident Commander or designee shall:

Before an incident (or during an incident for sudden onset incidents)

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's Emergency Operations Center equipment, communication systems, information tracking systems and supplies.
- Verify rosters, equipment and vendor inventory procedures are up to date.
- Establish communication with Broward County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Broward County Emergency Operations Center and other vital response sites such as staging areas, if appropriate.
- Place additional public and private sector resources and personnel on stand-by.
- Provide staff with folder of forms required to track time and resources during an incident.

During an incident

- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Broward County Emergency Operations Center.
- Determine the need and implement procedures to declare a State of Emergency and notify the Broward County Emergency Operations Center.



- Verify all resources are on stand-by to conduct a “rapid impact assessment” to define the impact of the event, prioritize operations and coordinate the information with the County Emergency Operations Center.
- Prepare and distribute an incident action plan (IAP) to prioritize and control the Town’s response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

Activation of the municipal emergency operations center

Numerous conditions may warrant activation of the Emergency Operations Center (EOC) prior to an event, during an event or once an incident has already occurred. The EOC may be activated by the Town Manager or in his/her absence the Acting Town Manager or the BSO Police Captain in charge of the BSO LBTS unit. When an emergency or disaster event threatens the Town and/or the Broward County Emergency Operations Center has been activated, the Town Manager will consider the need to activate the Town EOC and the Town’s CEMP. When the Town Manager (or Acting Town Manager or Police Captain) partially or fully activates its EOC, he or she shall notify the Incident Management Team to respond to the disaster needs of the community.

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

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

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

Levels of disasters

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



Table 7: Disaster Classification by Florida Statute

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



Table 8: Lauderdale-by-the-Sea EOC Activation Levels

Levels	Description
1	Full activation with all positions staffed and functional
2	Partial activation of specific positions within the Town Emergency Operations Center depending on disaster conditions and at the discretion of the Incident Commander
3	Monitoring of the situation and stand-by for higher activations if indicated

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



EOC Operations

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

Upon a decision to implement the CEMP and activate the Town EOC, it will be the responsibility of the Fire Chief, AMR Chief, the BSO Police Captain, and the Town Manager to notify, as indicated by the level of activation, key support staff and contractors who have responsibilities related to emergencies. They are responsible for notification of all necessary personnel in their agency or organization to ensure 24-hour staffing of the EOC. The first planning item to initiate once the decision is made to activate the CEMP/EOC is when can the CEMP/EOC be deactivated, as this is the priority.

Functions of the Municipal EOC

The functions of the Town EOC are to:

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



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

Response Action

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

Emergency Supplies

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

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

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



Emergency Facilities

Points of Distribution

The Town may operate a Point of Distribution (POD) at a location determined by the Town Manager/Incident Commander. The POD will provide life-sustaining emergency relief supplies including but not limited to food, water, ice, and tarps to the residents of Lauderdale-By-The-Sea who are impacted by a major disaster and widespread utility outages. The POD and all emergency response operations will be managed in compliance with Broward County standards and NIMS. The following locations have been identified as potential locations of PODs:

- **El Prado Parking Lot 4500 El Mar Dr. Lauderdale-by-the-Sea, FL**
- **Friedt Park 4501 Bougainvillea Dr. Lauderdale-by-the-Sea, FL**

Evacuation Shelters

The Town of Lauderdale-By-The-Sea is located within a hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Broward County once evacuation orders of the barrier islands have been issued. A list of shelters can be viewed here: <https://www.broward.org/Hurricane/Pages/Shelters.aspx>

Special Needs Shelters for those with medical conditions but do not require hospitalization should register by calling The Broward County Vulnerable Population Registry at: **954-831-3902**.

Staging Area

Should a large amount of response resources require temporary staging, the Town Manager will consult with the Municipal Services Director to choose an available area. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the Police Captain or his designee. The following locations have been identified as potential re-unification and staging areas:

- **Jarvis Hall 4505 N Ocean Dr. Lauderdale-by-the-Sea, FL**
- **Assumption Church 2001 S Ocean Blvd. Lauderdale-by-the-Sea, FL**

Public information during and after emergencies

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

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the EOC is activated; the Public Information Officer will coordinate with the County Incident Command. When the County JIC is in operation, it serves as the central point of public



information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of non-operational information.

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

Deactivation of EOC

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

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

Recovery

The Town is dedicated to returning the community to pre-disaster conditions or better. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it. As the EOC is phased out, it can transform into a Recovery Operations Center (ROC).

The transition from response activities to recovery may not be clear. The return to an evacuated area may be an extended period of time due to:

- Uninhabitable conditions – caused by lingering hazards, flooding or building collapse



- Lack of access or essential services - such as blocked roadways, lack of water, sewer, or electricity.

Agencies responsible for recovery functions must be activated and ready to perform assigned functions before the response phase is finished. There is a marked difference in the action required during the initial or short-term recovery phase, and the extended or long-term recovery phase. The different phases occur simultaneously throughout the community. Some neighborhoods functioning normally; others struggle through the short-term recovery phase, due to a lack of essential services. Simultaneously, other neighborhoods address long-term recovery projects, such as road rebuilding and repair.

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

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

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

Recovery activities will require continued coordination even after the EOC deactivates. Based on this the Emergency Management Director may request that one or more RSFs be activated to coordinate their activities through the ROC.

This center is activated following the deactivation of the EOC. Depending on the size and complexity of the disaster the ROC will operate virtually or as a fixed facility. The ROC provides the ability for recovery organizations to engage in uninterrupted integrated planning, and long-term coordination of resources and personnel while maintaining centralized control of post-disaster redevelopment operations.

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

- FEMA required damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities



- In coordination with the County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration (SBA) loans

The Town may choose to activate the Code Red Emergency Notification System to transmit vital recovery information to residents.

Long term recovery operations

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

In the aftermath of a large-scale disaster, the Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the National Disaster Recovery Framework. The National Disaster Recovery Framework (NDRF) provides guidance that enables effective recovery by defining recommended roles, responsibility, coordination and planning among Federal, States, Local, Tribal and Territorial jurisdictions. It also focuses on how best to restore, redevelop and revitalize the health, social, physical, economic, natural and environmental fabric of the community and build a more resilient Nation.

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

Public Assistance

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

Community Relations



The Town's Emergency Management Coordinator (EMC) will attend and participate in the Broward County Emergency Coordinating Council (ECC) and serve as point of contact for the ECC and attend bi-monthly meetings.

Communications

In accordance with NIMS and Florida Statutes Chapter 252, the Town will coordinate emergency operations with the Broward County EOC and neighboring jurisdictions as necessary. The Town will deploy a liaison to represent the Town at the Broward County EOC during a critical incident or disaster. During the event, the Town liaison will communicate with the Town primarily by telephone, cell phones, e-mail and satellite communications.

Coordination with Broward County

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

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

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

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

The Town will route all media releases through the County Joint Information Center to ensure regional consistency. The Town EOC will forward all municipal Incident Action Plans and Situation Reports to the County EOC for informational purposes. The Town of Lauderdale-by-the-Sea also maintains a Crisis Communications Plan available online on the Town's website, and a hardcopy located with the Town Clerk.

Coordination with local, State of Florida and Federal agencies

The Town's EOC will coordinate with field response and recovery sites such as the points of distribution and the staging areas by cell phone and/or the Broward County 800 MHz radio system or Town VHF radio frequency. In the event that all communications are inoperable due to disaster impact, the Town is prepared to continue communications via satellite phones or other means.

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

The Town EOC will coordinate all initial communications with higher levels of government through the County EOC until such time as it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team



members within the Town, and once the Town becomes engaged in the financial reimbursement process. At this time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Police Captain and Fire Chief have access to the 800 MHz radio system. A representative of the Town will be in the EOC whenever it is activated to provide ongoing communications with the Broward County Dispatch.

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

Satellite phones are issued to key personnel to utilize in case of cellular failure. The following staff are customarily provided with satellite phones:

- BSO Capt.

Policies & Protocols

Municipal Resources

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

Direction and Control

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

In addition, in recognition that emergency conditions might make it difficult for the Town Commission to convene, Article V. Sec. 5.2 paragraph (4) of the Town Charter provides that “The Mayor-Commissioner may govern the Town, by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger or emergency.” This is interpreted to mean the Mayor may act in the place of the Town Commission by proclamation during times of grave public danger or emergency, but the Town Commission may meet and determine whether such conditions exist or not.

Continuity of Government

During the absence or disability of the Town Manager, the Deputy Town Manager / Public Works Director shall execute the Town Manager's emergency powers.



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

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

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

- Deputy Town Manager / Public Works Director
- Finance Director
- Development Services Director

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

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

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

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

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

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

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

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



If a non-sustainability determination is made, then the Town may request that Broward County Board of County Commissioners temporarily assume all local governmental responsibilities in accord with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and shall be re-evaluated upon termination of the designated timeframe.

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

Leadership for Management of Municipal Emergency Operations

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

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

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

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

Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

- Entering into contracts.
- Incurring obligations.
- Employment of permanent and temporary workers.
- Utilization of volunteer workers.
- Rental of equipment.
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- Appropriation and expenditure of public funds.



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

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

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

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

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

Passage of Emergency Ordinances and Regulations

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

Chain of Command for Town Emergency Operations

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

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



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

Financial and Resource Management

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

Responsibility for Financial Management Operations

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

Pre-disaster Preparations for Financial Management

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

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

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

- Debris removal
- Protective measures
- Roads, signs and bridges
- Water control facilities
- Buildings and equipment
- Public utilities
- Parks, recreation and other
- Monitoring Firm (auditor)



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

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

Financial Management Procedures

Immediate Actions Needed for Authorization of Emergency Declaration

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

Methods for Emergency Purchases

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

The Town has a fuel contract where all Town vehicles will fuel up for Public Works, and where Police, Fire and EMS contractors may obtain fuel.

Vendor Invoice Information Requirements

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment: the supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town.

Supplier/contractor/vendor shall indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town but may also include an additional mission/assignment number for the County and the State.

Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics Section are responsible for coordinating the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are



responsible for maintaining a log of purchase orders issued and turning all documentation into the Logistics Section Chief at the shift change. The ICS Form 260 will be completed for resource orders.

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

Each invoice or purchase order shall have the following information included in its hardcopy back- up when it is turned over to the Logistics Section Chief:

- name of person requesting resources,
- date and time of request,
- mission/assignment number for the Town, and if applicable, the County and the State,
- description of resources procured,
- anticipated length of assignment that resources are needed,
- date and time of requested delivery,
- person assigned to accept delivery,
- location of delivery,
- cost per unit,
- special demobilization instructions,
- name of vendor taking request,
- vendor tax id number, and
- contact information.

Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. As the Town utilizes employees and contractors, the timesheets are turned into the appropriate contractor directly. As timesheets are submitted by the contractor for invoicing and payment by the Town, each day's notation shall include the following information:

- Individual authorizing emergency operations work for employee,
- date requested,
- mission/assignment number for the Town of Lauderdale-By-The-Sea, County or State,
- location employee worked,
- length of hours per day (including start and finish time), and
- duties performed.

Final Disposition of Financial Documentation

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



Cost Recovery

The Town may utilize contractors and vendors. Following the procurement process is critical to ensure processes do not violate town ordinances. Broward's Countywide Recovery Process along with Lauderdale-by-the-Sea ordinances are the references for ensuring contracts are compliant. Ideally, contracts and vendor approvals are done prior to a disaster. Broward's Countywide Recovery Process details what to do if additional contacts are needed:

Contract Staff

Contracted laborers are hired due to the increase in labor that is needed to recover from any disaster or during any special event. If there are not enough volunteers to assist in the workload, and a department has exhausted their personnel, hiring labor force resources is inevitable. In some circumstances, contracted staff used to perform emergency work is a reimbursable expense under the FEMA's PA Program. To ensure eligibility of these contracted services, the contract must be competitively bid and follow all local, State and Federal procurement laws. A competitive bidding process must be reported unless this work was performed under an existing contract that had an emergency clause. All damage assessment reports are to be given to the Incident Commander and the Emergency Manager. The reports must be gathered and shared with the county EOC in a timely fashion. Documentation procedure enables a city to be reimbursed when a disaster is federally declared. More details on this process are in the Broward's Countywide Recovery Process (CRP).

Resource Management

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

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

Physical Resources (expendable and non-expendable resources)

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

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics Section Chief will make a request of the Broward County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the



State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics Section Chief to the Town of Lauderdale-By-The-Sea Municipal Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

Resources by Municipal Agency or Municipal Contractor

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

Classification of Physical Resources

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

Inventories Accessed and Utilized

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

Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows:

- activate and direct deployment of additional local resources to the incident site(s);
- request mutual aid assistance from existing jurisdictions who have entered into a Mutual Aid Agreement;
- purchase, rent, or lease supplies and equipment;
- obtain donated resources from businesses, individuals, or volunteer groups;
- contract for necessary services to support emergency operations.

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

Tracking Procedures for all Resources

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance and removal. Deployment and tracking of resources committed to debris management are the responsibility of the Operations Section Chief in accordance with the FEMA approved Debris Management Plan. In compliance with the resource management procedures outlined above, the Logistics Section Chief will track resource needs and assign a mission number. The Logistics Section Chief will complete the appropriate ICS form which details the following information for resource/equipment check-in including:

- requesting entity,
- brief statement of need,
- originating entity,



- method of delivery and location of delivery,
- associated expendable resources,
- anticipated duration,
- funding etc.

All resources that are the property of the Town will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information.

The Town has access to emergency management software, Web EOC, through Broward County.

Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics Section Chief shall approve all personnel and equipment deployments as directed by the Town Manager/Incident Commander. In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town Logistics Section Chief will work cooperatively with the Operations Section Chief and the Planning Section Chief to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency.

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

Personnel Resources

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

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



Testing, Training, and Exercises (TT&E)

The Town Manager and the assigned EMC will support development and maintenance of the CEMP to ensure it contains current information regarding essential functions, critical information, equipment and vital records. The plan must also be kept current with data regarding alternate operating facilities, continuity communications, succession and delegation. This review of the CEMP should occur at least annually or after any training, exercise or actual event.

Testing. Testing of readiness should occur at least quarterly. This includes a test of vital records backup procedures, continuity communications protocols and department employee alert systems. Such testing procedures can be included with facility safety testing schedules.

Training. Training will be conducted annually for all department staff. CEMP training may be incorporated into department staff meetings, included as part of overall emergency preparedness training events or provided as stand-alone CEMP focused training events. Those with critical CEMP focused responsibilities (especially EMC) will obtain a more comprehensive annual training.

The EMC will provide just-in-time CEMP implementation refresher training to those assigned to support the CEMP and to staff members arriving at alternate facilities. This training will focus on alternate facility use, available services, communications, equipment use, vital records backup and security.

CEMP preparedness also requires the EMC to cross-train their staff members to step into all critical positions that support high priority essential functions. In case of an epidemic/pandemic or other loss of staff, programs need to have significant backfill staff ready. If the positions are specialized to the extent that cross-training is not feasible, then temporary sources must be identified as part of the training program. For essential functions that can be deferred, there may be time for sufficient cross-training after the event occurs.

Exercises. Exercise events include: plan review seminars; focused drills on CEMP implementation procedure; discussion based tabletop exercises; or functional exercises involving the activation of the EOC. CEMP exercise events will be conducted to validate plan elements, and identify CEMP implementation procedures that need improvement or clarification. Exercises also allow staff members to remain fluent with the plan and procedures, including using systems and equipment to ensure their readiness. The Town of Lauderdale-by-the-Sea participates in annual exercises hosted by the Broward County Emergency Management Division.

Ideally the Town's exercise event will involve the participation of other departments and jurisdictions to ensure effective interdepartmental (or interagency) interoperability. The Broward County Office of Emergency Management will serve as the interface for inter-department CEMP training, planning and exercising.



Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)

The Town of Lauderdale-by-the-Sea has various MOUs/MOAs in place to help ease the burden during times of emergencies. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality “any power, privilege, or authority which such agencies share in common and which each might exercise separately” by entering into an Interlocal Agreement.

- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Fort Lauderdale**
- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Pompano Beach**



Emergency Support Function 4 (Fire Fighting)

Emergency Support Function 4 deals with the issue of firefighting during the response and recovery phases of a disaster.

Lead Agency

Lauderdale-by-the-Sea Volunteer Fire Department (LBTS VFD)

Support Agencies (Mutual Aid)

Broward County Mutual Aid System

Scope

The firefighting resources of the primary and support agencies listed under ESF 4 are utilized under any level of activation of the Town of Lauderdale-by-the-Sea's EOC.

- The available resources of ESF 4 include personnel, facilities, equipment, vehicles and supplies.
- ESF 4 will be utilized for planned events [deemed by the United States Department of Homeland Security (DHS) as a National Special Security Event (NSSE) (e.g. Super Bowl)], major county disasters or complex incidents, major state-wide disasters, and terrorist attacks within the local community, county, or state.

Purpose

It is the responsibility of ESF 4 to provide and coordinate the human, technical, equipment, facility, materials, and resources of, or obtainable by ESF 4 agencies to support the firefighting needs of municipal, local, state, and federal governments during a major emergency or disaster. This is to be accomplished by use of the available and obtainable resources, which will be deployed to achieve the following:

- Suppress fires.
- Conduct search and rescue operations.
- Inspect facilities to determine if fire hazards exist that endanger the occupants and community.
- Inspection of fire hydrants to assure operation and adequate water supply prior to re-population of a community.
- Support ESF 8 in providing medical assistance for disaster victims.
- Support ESF 8 in assuring adequate EMS coverage in impacted areas prior to re-population of communities.

Concept of Operations

- Lauderdale-by-the-Sea Volunteer Fire Department is the lead agency for ESF 4.
- The Town Manager or designee will notify the ESF 4 primary contact in the event of an incident or disaster.
- ESF 4 shall monitor developing problems, prioritize and develop plans to mitigate incidents or concerns.

Organization

- The Town Manager is responsible for managing the availability and participation of designated individuals within ESF 4.



- The Town Manager will review and update this section of the Lauderdale-by-the-Sea CEMP as needed or annually at a minimum.
- The Town Manager will coordinate with the ESF 4 lead agency to maintain an emergency contact list.
- LBTS VFD, as lead for ESF 4, will be required to establish and maintain a database of available resources that may be required for a disaster.
- Designated ESF 4 personnel must have the delegated authority of their agency to commit and procure resources as needed.

Direction & Control

The procedures for receiving, evaluating, prioritizing and dispatching firefighting resource requests are as follows:

- ESF 4 may receive resource requests from the EOC.
- The ESF 4 prioritizes these resource requests based upon urgency and available resources.
- It is the responsibility of the EOC Director to monitor any and all resource requests aligned with ESF 4 and assure appropriate action is taken.
- If the resource request exceeds available resources, a request is made to the EOC Logistics Section for mutual aid.
- ESF 4 has a direct link communication to their command post.
- ESF 4 will interface with the Town Manager or Designee to expedite the priorities of the function, if local resources become exhausted, requests for assistance will be made in accordance with mutual aid agreements.

ESF 4 Interface

ESF 4 may interface with any of the represented ESFs within the Town's EOC as well as neighboring fire rescue departments.

Preparation

During the preliminary phases prior to a disaster, the following tasks must be accomplished:

- Contact the designated ESF 4 support personnel.
- Arrange for 24-hour coverage.
- Establish communications with Broward County ESF 4.
- Perform a preliminary vulnerability evaluation based upon predicted conditions and transmit to the Town Manager or designee.
- Confirm operation of all notification and communication systems.
- Acquire an updated inventory list of available resources from all firefighting agencies within the Town.

Response

The response phase of an incident or disaster requires the coordinated completion of a number of specific actions. The following represents a list of those basic response actions for ESF 4:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion in situation reports.



- Collect data and prepare reports in a designated time period established by county and state EOCs.
- Use information gathered from the community and other agencies to help identify on-going issues, problems, concerns, and threats.

Recovery

The recovery phase of an incident or disaster places an entirely new set of duties and responsibilities upon ESF 4. The following represents a list of those basic recovery actions:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion on the situation reports.
- Establish staging areas of mutual aid responders and deploy these teams as needed.
- Assure adequate coverage for each shift.



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: Resolutions

Subject Title: Resolution 2022-57 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Explanation: The Town's building permit fees are primarily based on a percentage of the job cost. This is standard across Broward County and it is a good way to ensure that the building permit fees increase consistent with the costs to administer the building permit program. The structure of the building permit fees was established in 2012 when CAP government established themselves as the contractor to administer the building permit process in Lauderdale-By-The-Sea.

There are also fees included in the building permit program that are outside of the permit value. These fees are primarily related to additional services outside of the standard permit. For example, costs to cover additional inspections that are over and above the standard inspection included in the original permit fee; the issuance of certificates of occupancy, expired permit costs, change of contractor, and hourly rates for additional consultations of building and planning staff.

Staff has reviewed the current Building Fee schedule and after review and consultation with our contractor is recommending amendments as follows:

- Update the surcharge costs required by the Broward County Board of Rules and Appeals to reflect the current surcharge rate;
- Reduce the fees charged for pools from 2% to 1.5% of job value; and
- Increase charges outside of the permit job costs by approximately 10% across the board to account for inflation. These charges have not been updated since the original fees were established in 2012. The exact fees are as discussed above and are further outlined in the Resolution 2022-xx.

Finally, the Town is suggesting that we add a service for our customers. Florida Statute (Exhibit 2) requires contractors to record a notice of commencement for many improvements to real property. This procedure requires permit holders to drive to the County administrative building to record their document. The Town can electronically record documents and we are suggesting that we add a cost to cover the County charges and include an administrative fee to cover staff charges and the fee for the service that the Town uses.

Proposed Resolution 2022-57 (**Exhibit 1**) amends the Town's current building fee schedule to address the Town's newly adopted building permit administration contract with CAP Government. In addition to instituting a fee for the recordation of Notices of Commencement, the Town is suggesting amending the set rate for certain types of building permits as follows:

Recommendation: Staff recommends approval of Resolution 2022-57

Attachments:

Ex. 1 Resolution 2022-57 Building Permit Fee Schedule

- 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
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

10
11

12
13
14

15
16

17
18
19
20
21

22
23

24

25

26
27

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

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

32 **WHEREAS**, the Town adopted Resolution 2019-23 to amend the fee schedule to amend
33 Engineering fees to be current with its Engineering contract and to include a set rate for
34 Engineering review services to be consistent with the building department fees; and

35 **WHEREAS**, the Town would like to amend the fee schedule to update building permit
36 fees to account for increased building department administration costs due to inflation; and

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

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

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

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

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

Section 4. **Conflict.** Resolution Nos. 2019-23, 2018-34, 2017-45, 2017-28, 2017-25, 2017-09, 2016-02, 2012-42 and 2011-43 and 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 be deemed to be effective passage and adoption.

PASSED AND ADOPTED this 13th day of December 2022.

MAYOR CHRIS VINCENT

ATTEST

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

(a) Permit Processing Fees.

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

(b) Calculation of permit fee.

- (1) Permit valuations shall include total value of the work including labor and materials for which the permit is being applied for.

- (2) The building permit fee shall be calculated based on the cost of construction or project. This cost may be determined in the following ways as determined by the Building Official:

- a. Cost of construction as submitted by the applicant;
- b. Copies of signed contracts for work to be permitted; or
- c. Using the values in the most recent edition of the RS Means Construction Valuation System.

(c) Mandatory State and County fees.

- (1) Broward County Board of Rules and Appeals Surcharge:

A fee equal to the greater of \$2.00 or ~~\$0.65~~ .52 for each \$1,000.00, or fraction thereof of “Total Construction Cost” shall be collected for any building electrical, plumbing, mechanical, engineering, and liquefied petroleum permit issued, including but not limited to permits issued for alternations, repair, installation and demolition.

“Total Construction Cost” shall be provided by the permit applicant or designer of record and approved by the Building Official using contracts, current R.S. Means catalog, or other methods.

- (3) Florida Statute 553.721 Department of Business and Professional Regulation Surcharge - 1.0 percent of the permit fee or a minimum of \$2.00.

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

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

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

(d) Building Permit and Inspection Fees.

(1) **Minimum Permit Fee.** ~~\$85.00~~ 90.00

(2) **Building Permit Fees.**

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

a. Permit fee calculation table.

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

b. Plan review fees.

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

1. Building disciplines. The building permit fee includes review by one construction discipline. If more than one discipline must review or inspect the project, then an additional discipline fee, including zoning, of ~~\$85.00~~ \$90.00 for each applies.

a. Re-inspections will be billed as follows:

<u>1. First Occurrence</u>	<u>\$ 75.00</u>
<u>2. Second Occurrence</u>	<u>\$ 150.00</u>
<u>3. Third Occurrence</u>	<u>\$ 225.00</u>
<u>4. Fourth and all subsequent Occurrences</u>	<u>\$ 300.00</u>

2. Engineering. The engineering fees for each permit are calculated based on the permit fee calculation table as follows:

a. Permit Fee calculation table

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

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

Flood Plain Management	\$125	\$125
------------------------	-------	-------

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

c. Miscellaneous permits include but are not limited to doors, garage doors, windows, storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any miscellaneous electrical, plumbing, or mechanical permits covered by the Florida Building Code.

(e) Plan Revisions after permit is issued.

(1) Change of Plans/revisions each discipline ~~\$85.00~~ 90.00

a. Plus additional permit fees- verification of additional cost of job including all systems

(2) As determined by the Building Official, if the proposed change represents a major alteration of the floor plan, or configuration of the structure that requires extensive reexamination or computation, then the original permit shall be voided, and one half (1/2) of the original permit fee may be applied to the new permit.

(3) Change of Contractor ~~\$85.00~~ 90.00

(4) Product approval or review of shop drawings after permit is issued ~~\$85.00~~ 90.00

(f) Technical and Additional Consultation Services

(1) Plan Reviewer, per hour or portion thereof ~~\$125.00~~ 140.00

(2) Engineer \$250.00

(3) Planner \$95.00

(g) Extension of Permit.

(1) Permit Extension Prior to Initial Permit Expiration. 5% or ~~\$85.00~~ 95.00, whichever is greater

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

(h) Expired permits.

- (1) An applicant may apply one time to reinstate a permit within six (6) months after expiration of that permit, the application fee is half (1/2) of the original fee with a minimum of ~~\$85.00~~ 95.00, provided the application is for the same permit, the same plans on the same property, and that no refund has been made.
- (2) A permit which has been reinstated once, may not be reinstated a second time. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (3) Application to reinstate an expired permit shall not be accepted more than six (6) months after the expiration of the permit. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (4) Section (m), Fee for work without a permit, applies if applicable.

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

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Residential	\$150.00 <u>165.00</u>	\$125.00 <u>140.00</u>	
Multi-Unit Residential	First Unit \$85.00 <u>95.00</u> Each Additional Unit \$50.00 <u>55.00</u>		
Commercial	\$250.00 <u>275.00</u>		
Shell Buildings			
			\$150.00 <u>165.00</u>

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Others			\$85.00 <u>95.00</u>

- (j) **Permit Card Replacement** \$55.00 ~~50.00~~
- (k) **Additional Services.**
- (1) Business Tax-Building inspection (for all disciplines) \$150.00 ~~165.00~~
- (2) Overtime, Specialty, and After Hours Inspections: 4 hour minimum at \$97.50 per hour or fraction thereof
- ~~(3) Re-inspections~~
- ~~a. First Occurrence~~ \$65.00
- ~~b. Second Occurrence~~ \$130.00
- ~~c. Third Occurrence~~ \$195.00
- ~~d. Fourth and all subsequent Occurrences~~ \$260.00
- (4) Recording Notice of Commencement \$12.50 service fee plus \$12 per page
- (l) **40 Year Building Safety Inspection Program Fee.** \$300.00 ~~350.00~~
- (m) **Fee for work without a permit.** Double the Permit Fee
- (n) **Refund of Permit Fee.**
- (1) For permit fees paid after March 14, 2017, the permit holder may request a refund if the project is abandoned prior to commencement of construction. The Building Official is authorized to

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

EXHIBIT “A”

RESOLUTION 2022-XX *Town of Lauderdale-By-The-Sea*

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

approve a refund less the cost of work performed by the Town, administrative expenses, and nonrefundable fees paid by the Town.

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

r:\0 agenda\commission agendas 2022\12-13-22\development services\cap contract\ex-1 reso 2022-xx building permit fees - fee update.docx

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



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: Resolutions

Subject Title: Resolution 2022-56A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES; PROVIDING FOR WAIVER, AUTHORIZATION TO EXECUTE, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE

Explanation: In 2011, the Town issued an RFP for building plans review and inspection and selected CAP Government ("CAP"). The Town and CAP entered into a three-year agreement in 2012 with a right to exercise two, one-year extensions. CAP began providing building services for the Town on January 3, 2012. The 2012 contract subsequently expired on August 26, 2017, after two, one-year extensions and was renewed for a three-year term with two (2) contract extension periods of one year each on August 15, 2017. Now that the two (2) contract extension periods of one year each have been exercised, the contract must be renewed.

During the 2017 contract renewal period, the Commission considered requesting proposals and decided that the continuity of service was in the best interest of the community, so they opted to waive the Purchasing Manual's bidding requirements and negotiate a new contract with CAP. The 2017 contract was executed for a three-year term with two (2) periods of one year each. In addition, the 2017 contract was amended to include a restructured revenue-sharing formula, definition of key terms, expanded termination provisions, and updated Chapter 119 Public Records regulations.

Since the last contract renewal, Town staff continues to receive generally positive feedback from the building department's customers, and they give CAP good ratings for customer service of CAP employees. Based on the service received thus far, Staff is recommending the Town Commission approve a waiver of the Purchasing Manual's bidding requirements for building services and authorize the Town Manager to execute the proposed agreement (**Exhibit 1**) with the following noted adjustments to the original contract:

1. CAP will provide a dedicated staff person to assist applicants in completing the Electronic Plan Review ("EPR") applications. This person is not required to work in the offices of the Town. However, they should be available to assist Town applicants with completing and processing these electronic permits. (This is a new term to ensure that appropriate customer service is being provided.)
2. At the end of the Term, the Town will have the option to renew the Agreement for two (2) periods of two years each. The Town would be able to exercise both two-year renewals or may exercise

only the first two-year renewal at the end of the Term. (Previously, the Town had an option for two – 1-year terms.)

3. In the event that the gross Building Services Fee revenue exceeds One million, two hundred thousand dollars (\$1,200,000) during the Town fiscal year (October 1 through September 30), CAP Government's payment beginning in the month that such revenue exceed \$1,200,000 and for the remaining of the same fiscal year shall be reduced to seventy percent (70%) of Net Revenue, and calculated on a calendar monthly basis and the Town shall receive thirty percent (30%) of Net Revenue for the month that such revenue first exceeds \$1,200,000 and for the remainder of the same fiscal year. (This amendment increases the adjustment from \$800,000 to 1,200,000 to reflect inflation rates.)
4. Notwithstanding the above condition, Cap Government Inc. shall be compensated 50% of the Net Revenue received for permits issued because of work without a permit, and the Town shall receive the remaining 50% of the Net Revenue. (Currently, work without permit fees are split with CAP and the Town as outlined in #3 above).

Recommendation: We recommend the Commission:

1. Approve Resolution 2022-56 which provides a waiver of the Purchasing Manual's bidding requirements for building services; and,
2. Authorizes the appropriate Town Officials to execute the proposed Agreement (Exhibit 1) with CAP, Government, Inc.

Attachments:

- Ex. 1 Resolution 2022-56
- Ex. 2 Ex A to Resolution (Cap Contract)
- Ex. 3 Ex A to Contract (RFP)
- Ex. 4 Ex B to Contract (CAP Response)
- Ex. 5 ExB1 to Contract (Addendum for EPR)

- 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

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) finds it in the best interest of the Town to continue outsourcing building plans review and inspection services in the Town (the “Services”); and

WHEREAS, on November 29, 2011, the Town selected C.A.P. Government, Inc. (“CAP”) to provide the Services pursuant to RFP 12-10-01 and approved an agreement for the Services; and

WHEREAS, the Town Commission extended the agreement with CAP on November 16, 2016 and August 15, 2017, finding that the continuity of the Services was in the best interest of the Town and waiving the bidding requirements in the Town's Purchasing Manual; and

WHEREAS, the term of the agreement with CAP has been extended for 90 days by the Town Manager pursuant to the Purchasing Manual, following its expiration on September 30, 2022, and is set to expire; and

WHEREAS, the Town wishes to continue utilizing CAP for the Services; and

WHEREAS, Town Staff has recommended that the Town Commission approve and authorize the extension of the Agreement with the CAP; and

WHEREAS, the Town Commission desires to approve an agreement with CAP in substantially the form attached hereto as Exhibit “A” (the “Agreement”) for the Services; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Agreement with CAP for the Services.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Agreement with CAP for the Services.

Section 3. Waiver of Purchasing Manual. The Town Commission hereby waives the Purchasing Manual for the Services.

Section 4. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto as Exhibit “A,” with CAP for the Services, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

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

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

PASSED AND ADOPTED this 13th day of December, 2022.

Mayor Chris Vincent

Attest:

54
55
56
57
58
59
60
61
62
63
64
65

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA
AND
C.A.P. GOVERNMENT, INC.
FOR
BUILDING PLANS REVIEW AND INSPECTION SERVICES**

This Agreement is made and entered into the 13th day of December, 2022 by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation, ("**TOWN**"), and C.A.P. Government, Inc. ("**CONTRACTOR**") for Plans Review and Building Inspection Services ("Agreement"). References in this Agreement to "Town Manager" shall include the Town Manager of the TOWN or her designee.

WITNESSETH:

WHEREAS, in 2010 the TOWN issued a Request for Proposals for Plans Review and Building Inspection Services, RFP No. 12-10-01 (the "**RFP**"), and on November 29, 2011, the Town Commission selected the firm of C.A.P. Government, Inc.; and

WHEREAS, the TOWN entered into an Agreement with CONTRACTOR on December 19, 2011 and thereafter TOWN exercised its right to renew the Agreement and extended the terms through December 31, 2016; and

WHEREAS, on November 15, 2016, the TOWN waived the Purchasing Manual requirements, extended the Agreement beyond the expiration date and approved a 120-day extension through April 28, 2017; and

WHEREAS, on March 14, 2017, an additional extension of 120 days was approved to August 26, 2017; and,

WHEREAS, on August 15, 2017, the Town Commission waived the Purchasing Manual's bidding requirements and approved an extension of the terms through September 30, 2022; and,

WHEREAS, the Town Manager, following the Purchasing Manual, authorized a 90-day extension while staff was reviewing the contract terms and conditions; and

WHEREAS, on December 13, 2022, the Town Commission waived the Purchasing Manual's bidding requirements and approved this Agreement, extending the terms through September 30, 2027 and adding additional scanning and electronic plan review ("EPR") services to this Agreement as detailed in Exhibit "B-1"; and,

WHEREAS, TOWN and CONTRACTOR desire to enter into this Agreement whereby the duties and obligations each to the other are set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, TOWN AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit "A"** and the CONTRACTOR'S Proposal, attached hereto and incorporated herein as **Exhibit "B"** and **Exhibit "B-1"**. The services required by **Exhibit "A"**, **Exhibit "B"**, **Exhibit "B-1"**, and this Agreement shall be collectively referred to as "Services".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of CONTRACTOR'S Services pursuant to this Agreement. The provisions and requirements of **Exhibit "A"** are hereby ratified and confirmed and are incorporated herein by this reference. CONTRACTOR shall comply with each and every provision of the RFP.
- 1.3 CONTRACTOR shall provide zoning inspections and zoning plan review as requested by TOWN. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR to perform this service.
- 1.4 CONTRACTOR shall, at no additional charge to TOWN, provide staffing sufficient for the volume of work and the hours of operations. This shall include a dedicated staff person to assist applicants in completing the Electronic Plan Review ("EPR") applications. This person is not required to work in the offices of TOWN. However, they should be available to assist TOWN applicants with completing and processing these electronic permits.
- 1.5 CONTRACTOR shall notify TOWN at least five (5) business days in advance of the change of any personnel providing Services under this Agreement.
- 1.6 If requested by Town Manager, CONTRACTOR shall render additional Services, such as, but not limited to:
- A. After-hours response for building code issues;
 - B. Special projects; or
 - C. Comprehensive emergency management response.
- Any such additional work shall be performed at the hourly rate set forth in the schedule of fees included in **Exhibit "C"**, which supersedes the rates in **Exhibit "B"**.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on December 13th, 2022, and shall terminate on September 30, 2027, ("**Term**") unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- 2.2 At the end of the Term, the TOWN shall have the option to renew this Agreement for two (2) periods of two years each ("**Renewal Term**"). TOWN may exercise both two-year renewals or may exercise only the first two-year renewal at the end of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term or any Renewal Term, pursuant to Section 4 of the Agreement.

- 2.2.1 Each Renewal Term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the Term of this Agreement beyond the period referred to above.
- 2.2.2 TOWN shall exercise its right to an extension of the Term of this Agreement by notifying CONTRACTOR in writing by certified mail, return receipt requested or by hand delivery, of its election to exercise its option to renew this Agreement. Said notice shall be provided not later than sixty (60) days prior to the expiration of the Term, or any Renewal Term.
- 2.3 If TOWN requests, CONTRACTOR agrees to provide Services to TOWN for an additional one hundred twenty (120) day period beyond the expiration of the Agreement at the then established rates. TOWN shall notify CONTRACTOR no later than sixty (60) days before the CONTRACT expires if such additional Services are requested.

SECTION 3. COMPENSATION

- 3.1 The following definitions shall apply to the terms used in this Agreement:

Building Services means all CONTRACTOR Services and any service which CONTRACTOR or TOWN provides in order to process, approve, inspect, close out or otherwise administer any permit or building approval related to the construction, alteration, or demolition of any new or existing structure.

Building Service Fees mean those fees that are established at the sole discretion of the Town Commission to fund its Building Services function and includes the zoning review fee. The current fee schedule is set forth in Resolution 2022-57, which may be amended from time to time.

Net Revenue means gross revenue from Building Service Fees less refunds, Pass-Through Payments, and any fees collected by the CONTRACTOR on behalf of the TOWN such as fire related fees, Town Engineer fees, and any other professional fees.

Pass-Through Payments means those required state and county collections pursuant to Florida Statutes 553.721 and 468.631, and Broward County Section 43.1, as may be amended from time to time.

- 3.2 CONTRACTOR shall be compensated for its Services at a rate equal to seventy-five percent (75%) of Net Revenue received by TOWN from Building Service Fees collected by TOWN and one hundred percent (100%) of the education fee.
- 3.3 In the event that the gross Building Services Fee revenue exceeds One Million Two Hundred Thousand Dollars (\$1,200,00.00) during a TOWN fiscal year (October 1 through September 30), CONTRACTOR'S payment shall be reduced to seventy percent (70%) of Net Revenue, and the TOWN shall receive thirty percent (30%) of Net Revenue for the month that such revenue first exceeds \$1,200,000.00 and for the remainder of the same fiscal year.
- 3.4 Notwithstanding the above, CONTRACTOR shall be compensated 50% of the Net Revenue CONTRACTOR receives for permits issued because of work without a permit, and TOWN shall receive the remaining 50% of the Net Revenue.

Building Services Agreement

- 3.5 CONTRACTOR will collect fees on behalf of the TOWN such as Fire and Town Engineer fees and TOWN will retain one hundred percent (100%) of said revenue.
- 3.6 Notwithstanding the above, during the term of this Agreement, CONTRACTOR shall receive thirty-five percent (35%) of the Net Revenue for all projects owned, paid for or to be operated by the TOWN, and TOWN shall receive the remaining Net Revenue.
- 3.7 TOWN shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act; however, payment may be withheld by the Town Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.8 Notwithstanding any provision of this Agreement to the contrary, Town Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR that has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by TOWN.
- 3.9 Payment shall be made to CONTRACTOR at:
- C.A.P. Government, Inc.
Attention: Carlos A. Penin, P.E., President
343 Almeria Avenue
Coral Gables, FL 33134
- or by Electronic Funds Transfer (EFT) as determined by the TOWN.
- 3.10 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by TOWN.
- 3.11 Building Service Fees are established at the sole discretion of the Town Commission and the current fee schedule is authorized by Resolution 2022-57. The fees listed as Building Service Fees are the only fees CONTRACTOR may collect.
- In the event the TOWN decreases Building Service Fees, at the request of the CONTRACTOR, TOWN and CONTRACTOR shall negotiate appropriate changes in the compensation to CONTRACTOR to offset the difference in the revenue. If the parties cannot agree, then CONTRACTOR may invoke its right to terminate for convenience and TOWN will not implement the decrease in Building Service Fees during the cancellation period
- 3.12 TOWN will pay one hundred percent (100%) of the Pass-Through Payments to CONTRACTOR who shall forward those funds, less any applicable processing discount, to the appropriate state or county agency with a copy of such payment to TOWN.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by TOWN or the CONTRACTOR if a breach has not been corrected within ninety (90) days after written notice from the aggrieved party identifying the breach.

Building Services Agreement

Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

In the event this Agreement is terminated for cause, CONTRACTOR shall be paid for any Services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONTRACTOR shall refrain from performing further Services or incurring additional expenses under the terms of this Agreement unless specifically requested by TOWN.

- 4.2** This Agreement may be terminated for convenience of the TOWN upon not less than one hundred and twenty (120) days' written notice by TOWN to the CONTRACTOR.

This Agreement may be terminated for convenience of the CONTRACTOR upon not less than three hundred and sixty five (365) days' written notice by CONTRACTOR to the TOWN.

In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any Services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONTRACTOR shall refrain from performing further Services or incurring additional expenses under the terms of this Agreement unless specifically requested by TOWN. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN'S right to terminate this Agreement for convenience.

- 4.3** This Agreement may be terminated by the Town Manager upon such notice as the Town Manager deems appropriate in the event Town Manager determines that termination is necessary to protect the public health, safety, or welfare.

- 4.4** Notice of termination shall be provided in accordance with "Notices" Section 7.7 of this Agreement, except that notice of termination by Town Manager to protect the public health, safety or welfare pursuant to Section 4.3 may be verbal notice that shall be promptly confirmed in writing within 5 business days in accordance with the "Notices" section of this Agreement.

- 4.5** Upon the notification for the termination of this Agreement:

4.5.1 In the TOWN's sole discretion, CONTRACTOR shall complete Services for which the CONTRACTOR has been paid.

4.5.2 TOWN may take over work or any portion. Until such time as TOWN may take over the work or any portion thereof, CONTRACTOR agrees to cooperate in good faith and provide optimal service delivery of Services to TOWN.

4.5.3 Should TOWN complete the work initiated by the CONTRACTOR, TOWN may negotiate a refund from CONTRACTOR for the work of which the CONTRACTOR was paid.

4.5.4 Any compensation payable to CONTRACTOR shall be withheld until all documents and information are provided to TOWN pursuant to Section 7.2 of this Agreement. In no event shall the TOWN be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

4.6 After the expiration or termination of this Agreement:

4.6.1 CONTRACTOR shall continue to provide all Services necessary to inspect, close out or finalize or otherwise dispose of each permit issued by CONTRACTOR during the term of this Agreement, and shall for a period of one year maintain office space within 10 miles of the TOWN's Development Services Department or at an agreed upon location, for the purpose of providing the public with access, to obtain building and inspection services for any work permitted by CONTRACTOR.

4.6.2 CONTRACTOR agrees to cooperate in good faith and provide optimal Service delivery in the transition of the Services to TOWN.

The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 5. INDEMNIFICATION

5.1 CONTRACTOR shall at all times indemnify, and hold harmless and defend, the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, in the performance of this Agreement or in any way arising from this Agreement, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services hereunder, or failure to provide such Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement. The provisions of this indemnity shall survive the expiration or termination of this Agreement.

5.2 To the extent considered necessary by the Town Manager and the Town Attorney, 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 by TOWN.

5.3 In any and all claims against TOWN, or any of their agents or employees, or by any employee of the CONTRACTOR, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 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, or any sub-contractor under Worker's Compensations Acts, Disability Benefit Acts or other Employee Benefits Acts. Nothing in this section shall affect the immunities of the TOWN pursuant to Chapter 768, Florida Statutes.

SECTION 6. INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage shall include a minimum of:

- 6.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws.
- 6.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage and for Hired & Non Owned Auto Liability.
- 6.3 **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for Bodily Injury and Property Damage. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

The TOWN is to be specifically included as an additional insured for the liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this Agreement. CONTRACTOR'S insurance, including that applicable to the TOWN as an additional insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.
- 6.4 **Professional Liability (Errors & Omissions):** \$2,000,000.00 policy to be written on a claims made basis.
- 6.5 **Certificate of Insurance:** Prior to the execution of this Agreement, CONTRACTOR shall provide the Town Manager with evidence of insurability from the CONTRACTOR'S insurance carrier or a Certificate of Insurance. Prior to commencement of any Services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverage's. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to

provide endorsements or a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services hereunder, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

- 6.6 Deductibles or Self-Insured Retentions.** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, at any time subsequent to the execution of this Agreement, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

SECTION 7. MISCELLANEOUS

- 7.1 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. Upon termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONTRACTOR to the Town Manager within seven (7) days of termination of this Agreement or on the date agreed to by the parties. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

- 7.2 Audit and Inspection Rights and Retention of Records.** TOWN shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

When the Florida Public Records Act is applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFP for CONTRACTOR Services.

- 7.3 **Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of Services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 **Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.5 **Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such Services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 **Third Party Beneficiaries.** Neither CONTRACTOR nor 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 the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed

Building Services Agreement

to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CONTRACTOR: Carlos A. Penin, P.E., President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

FOR TOWN: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy To: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 640-4200
Fax: (954) 776-1857

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) business days written notice of such change to the other party.

- 7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Manager, which shall be in his/her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, which shall be subject to his or her written approval.

7.8.1 CONTRACTOR represents that all persons delivering the Services have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services and to provide and perform such Services to TOWN'S satisfaction for the agreed compensation.

7.8.2 CONTRACTOR shall perform its duties, obligations and Services under this Agreement in a skillful and respectable manner.

7.8.3 In the event that the Town Manager becomes dissatisfied with the performance of any personnel, which includes employees, independent contractors, or subcontractors, performing Services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service within three (3) business days. TOWN retains the right to immediately request a transfer if, in the sole opinion of the TOWN, the person in question is a danger to the health, safety and welfare of the workplace.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any Services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement. CONTRACTOR shall not give gifts to the Mayor or to any Town Commissioner during the term of this Agreement and CONTRACTOR shall in all respects comply with the Broward County Code of Ethics as it applies to municipalities.

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 Agreement or the proceeds thereof.

- 7.10 Contingency Fee.** CONTRACTOR warrants that 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. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elect to terminate this Agreement. An election to terminate

this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

- 7.14 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 **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 text of this Agreement, as it may be amended, shall prevail and be given effect. Next in priority shall be the RFP attached hereto as “**Exhibit A**,” and last in priority shall be CONTRACTOR’S proposal, attached hereto as “**Exhibit B**” and “**Exhibit B-1**”.
- 7.16 **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.17 **Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with SECTION 7.16 above.
- 7.18 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.19 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.20 **Multiple Originals.** This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.21 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.22 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.23 **Public Records under Chapter 119.** CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- 7.23.1 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.
- 7.23.2 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.
- 7.23.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- 7.23.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) business 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.
- 7.23.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- 7.24 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.25 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.26 **E-Verify.** 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 Agreement. 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 Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Building Services Agreement

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

C.A.P. GOVERNMENT, INC.

By: _____
Mayor Christopher Vincent

By: _____
Carlos A. Penin, P.E., President

By: _____
Lucila Lang, Finance Director

By: _____
Linda Connors, Town Manager

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney

Exhibit A
Exhibit A to 2017 CAP contract

Town of Lauderdale-By-The-Sea



**REQUEST FOR PROPOSAL
No. 12-10-01**

***PLANS REVIEW & BUILDING
INSPECTION SERVICES***

RFP OPENING: Wednesday, November 2, 2:00 P.M.

**Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308**

Exhibit A to 2017 CAP contract

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA REQUEST FOR PROPOSALS NO. 12-10-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

PLANS REVIEW & BUILDING INSPECTION SERVICES

The Town intends to award a contract to a firm to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), November 2, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section G, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-776-1857
Email: junew@lbts-fl.gov

RFP documents may be obtained via the Internet at the the Town of Lauderdale-By-The-Sea website at www.lbts-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Exhibit A to 2017 CAP contract

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B.	General Information	2
C	Scope of Work	2
D	Technical Requirements	13
E	Background Screening	14
F	Insurance	15
Part II	RFP General Information	16
A	Definitions	16
B	Invitation to Propose	16
C	Contract Awards	16
D	Proposal Costs	17
E	Inquiries	17
F	Delays	17
G.	Pre-proposal Meeting	17
H	Proposal Submission	17
I	Proposal Format	18
J	Proposal – Procedural Information	21
K	Public Records	22
L	Irregularities; Rejection of Proposals	22
M	Evaluation Method and Criteria	22
N	Representations and Warranties	23
O	Town Contract	24
Exhibits	Forms	Page
	RFP Form A: Qualifications Statement	1
	RFP Form B: Reference Form	3
	RFP Form C: Price Proposal Form	4
	RFP Form D: Proposer's Certification	6
Appendix		
	Appendix A: Proposed Building Permit Fee Schedule	A-1

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town is requesting sealed proposals from qualified and experienced firms for Plans Review and Inspection Services in accordance with requirements of Chapter 468, Part XII, Florida Statutes (Building Code Administrators and Inspectors), the Florida Building Code, the Town Code and all other applicable laws and codes. Upon the Town Commission's ranking of the qualifications of the firms recommended by the Evaluation Committee, the Town will enter into negotiations with the number one ranked firm on a schedule of fees for services to be performed under the contract. If no contract is reached the Town will enter into negotiations with the next firm ranked in descending order.

The Town has received numerous complaints about the perceived high cost of securing building permits, particularly for small projects; the complex fee schedule; the time it takes to receive plan approval; and inconsistent or incomplete communication about code requirements. As a result, the Town is seeking proposals from alternative providers of plans review and building inspection services and has developed a much simpler fee schedule that we intend to adopt when we enter into a contract with the successful proposer to this RFP.

The Town's goals are to:

1. reduce review time on plans review;
2. simplify the review & inspection process and costs for small renovations;
3. improve communication with builders, architects, and homeowners who are undertaking construction or renovation projects in Lauderdale-by-the-Sea; and
4. develop a reputation as a municipality where plans review and building inspections are conducted in a fair, timely, and competent manner.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

B. GENERAL INFORMATION

The Town of Lauderdale-by-the-Sea (hereinafter referred to as "Town") is a 1.5 square mile beachside community of 6,056 permanent residents. The population increases to 10,000 in the late fall through the winter. The Town is located on the barrier island, directly north of Fort Lauderdale.

Lauderdale-by-the-Sea is characterized by low-height residential and commercial structures in the southern section of the Town and by single family neighborhoods and condominiums in the northern section. The hospitality industry is an important part of the Town's economy and contributes greatly to its appeal and character. The Town is 98% built out, but expects to experience redevelopment and renovation of existing buildings in the coming years for two reasons. 1) Many of the Town's commercial structures and much of the southern residential area were constructed in the 1950s and 1960s, and 2) the Town is embarking on a significant infrastructure and beautification capital program to rejuvenate the Town's appearance that we believe will spur economic redevelopment

The Town has contracted with Broward County for Plans Review and Building Inspection services for over ten years and utilizes the County's plans review and inspection fee schedule, with a 10% surcharge added to cover the Town's oversight and overhead expenses. Broward County personnel are housed in the Town Hall facility.

C. SCOPE OF WORK

GENERAL

It is the Town's intent and the purpose of these specifications to secure a qualified firm(s) to provide and perform the duties of the Chief Building Official, Chief Inspector, Plan Examiners, and Inspectors as defined in the South Florida Building Code as amended from time to time by the Broward County Board of Rules and Appeals, hereinafter referred to as the "FBC" relative to building, roofing, plumbing, gas, electric, mechanical, HVAC, and to issue permits, perform inspections and perform other FBC duties in the name of and on behalf of the Town. The goal of this RFP is to obtain PROPOSERS who can provide the subject services at lower rates and in a more expedient fashion than what is currently provided.

The PROPOSER shall also provide all necessary support staff to fulfill the requirements of this scope of work. The PROPOSER shall also develop a proposed building services fee schedule as part of the proposal. (Town staff will conduct zoning reviews for building permits and do the zoning inspections.)

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Town is unable to predict the workload that the PROPOSER will have to perform as the amount of development and redevelopment fluctuates from month to month and from year to year. Nor can the Town guarantee the amount of income the PROPOSER can derive from this work.

The successful Proposer shall be an independent contractor. The individuals assigned to work for the Town by the PROPOSER shall be employees of PROPOSER and shall be subject to the written approval by the Town. Neither PROPOSER nor PROPOSER'S employees shall be Town employees.

The successful PROPOSER shall execute a written contract with Town for approval by the Town Commission.

The Town will provide office space for personnel employed by the successful PROPOSER assigned to Town work at the Town's municipal facilities.

REQUIRED INSPECTION SERVICES

Inspection services shall be conducted under all applicable federal, state and local laws, rules, regulations, directives, codes and ordinances. For each discipline, the successful PROPOSERS shall provide, or be able to provide, a minimum of two (2) persons with all applicable licenses and certifications required pursuant to Florida Statutes, Broward County regulations, and all applicable law. All personnel performing services pursuant to this RFP shall have at least three (3) years experience in their respective disciplines or more as may be specifically provided herein.

QUALIFICATIONS OF PROPOSER

The PROPOSER shall have a minimum of five (5) years of successful experience in providing Plan Review and Inspection Services to other local government entities in the State of Florida. A summary of the PROPOSER'S contracts for comparable work for the past five (5) years shall be provided. The summary shall show the name of the government entity, description of the services provided, dates of service and term of contract, rates and fees, and the name, phone number and email address of the person employed by that local government entity that oversees the PROPOSER'S work.

See Section D for the required qualifications of personnel that will be assigned to work on this proposal.

FINANCIAL STABILITY OF PROPOSER

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

PROPOSER shall demonstrate financial stability and provide the following evidence of such stability:

A copy of the PROPOSER'S last three annual financial reports, last three audited financial statements, most recent 10K and 10Q report (the latter reports if applicable). In the event the PROPOSER does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last three calendar years.

Financial reports provided shall include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flows.

RESPONSIBILITIES

- 1. Responsibilities of the PROPOSER shall include but not be limited to the following:**
 - a. Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction and the Town.**
 - i. Review applications for compliance with submittal requirements, including contractor's licensing and insurance, and other agency approvals.**
 - ii. Route applications to appropriate staff for compliance and regulatory reviews and comments.**
 - iii. Monitor review status to ensure prescribed performance standards are met.**

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- iv. Contact and/or respond to contractor, applicant, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- v. Inspect and monitor permitted construction within Town limits, for compliance with applicable building codes, Town codes and ordinances, and permitted plans and specifications.
- vi. Generally perform inspections between 8:00am and 5:30pm, Monday through Friday. The PROPOSER may perform inspections in off-hours upon request and charge additional fees for that service, based on hourly rates for the different inspection disciplines as outlined in the response to this RFP. The PROPOSER shall be compensated for that off-hours work in accordance with the hourly rates established in the contract between the Town and the PROPOSER..
- vii. Maintain records of inspections and investigations on forms and in formats approved by the Town.
- viii. Provide and enter data into a software application provided and maintained by the PROPOSER that processes, tracks and monitors permit, plan review, and inspection activity, contains plan review comments and approvals, schedules pending and daily inspections, records date of C.O. PROPOSER shall provide updates in real time, and all data shall be the property of the Town. The application should be capable of recording and reporting property and permit history. The Town shall be provided with the capability of viewing information in the software application by the PROPOSER. PROPOSER shall be responsible for all costs associated with providing, maintaining and updating the software application.
- ix. Prepare written reports of the following, but not limited to: number of permit applications submitted, number of permits approved, including

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

the average number of days between permit application and permit approval, inspections, number and type of inspections, number of building permits issued for construction projects in excess of \$100,000, outcomes, investigations of complaints and other reports as may be required by the Town.

- x. Monitor all permits issued and use the Town's Special Magistrate to adjudicate expired permits.
- xi. Conduct inspections and enforce the Broward County Forty Year Building Safety Inspection Program and use the Town's Special Magistrate to adjudicate violations.
- xii. Review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. Comply with all requirements for state and federal funding and for state or federal reimbursement.
- xiii. Perform any other related services required by the Town and all other governmental agencies having jurisdiction.
- xiv. Coordinate with the Town's Planning Staff or Town's outsourced consultants, including without limitation, the Development Review Committee, the Town's Fire Marshall and the Town's Code Enforcement Officers.
- xv. Coordinate activities with County Boards and Agencies, including without limitation, the Broward County Board of Rules and Appeals, and the Florida Building Commission, such as when the Building Official has deemed a structure unsafe. Provide services with regard to Unsafe Buildings as described in the FBC, inspect, post and record

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

violations, and conduct public hearings and provide support to the Unsafe Structures Board.

- b. Perform these duties during normal business hours or as may be altered by mutual agreement.
 - c. Assign one full time Permit Technician with excellent customer service skills and one backup person to cover vacation and other leave, sufficient so as to have full coverage of the Town's Development Services Office's front counter at all times between the hours of 8 am and 5 pm Monday through Friday except during the lunch hour and other than on the Town's designated holidays. During these business hours, the PROPOSER'S staff shall answer telephone calls made to the building services line, assist individuals who physically come to the office to drop off plans, make inquiries about the review and permitting process, costs, and regulations and provide general services for all related inquiries.
 - d. It is expected that the Chief Building Official assigned to the TOWN by the PROPOSER shall be physically present at TOWN offices as many times a week as necessary to assure that the terms of the contract with the TOWN are being met, to meet with residents, builders and developers as the TOWN deems necessary, and to effectively supervise PROPOSER'S staff.
 - e. PROPOSER'S staff shall be available upon request of the Town Manager or Assistant Town Manager, at no additional compensation, to attend meetings with Town staff, outside parties whom the Town staff may invite, and to attend Town Commission meetings when requested to do so.
 - f. PROPOSER'S staff shall also be available when necessary to attend and give testimony at hearings before the Code Magistrate, Unsafe Structures Board, or Board of Adjustment, or other legal or quasi-judicial proceedings at no additional compensation.
2. Services shall be provided in emergency situations as follows:

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- a. During a declared emergency PROPOSER shall be responsible for conducting initial damage assessment and safety inspections in coordination with the Municipal Services, Police and Fire Departments and the Code Enforcement section of the Development Services Department.
(PROPOSER should propose service costs for each category of storm or disaster if applicable)
- b. PROPOSER shall work with the Town during post disaster times, in restoring Plan Review and Inspection Services pursuant to the FBC, executive orders of the Governor, and other applicable law. PROPOSER shall provide personnel to assist with damage assessment teams. PROPOSER shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services and as required to obtain local, state and federal relief and reimbursement, as applicable.
- c. PROPOSER shall provide personnel in each discipline who shall be able to respond within one (1) hour (24hours/day/7 days/week) to any type of emergency call-out by the Town's Manager, Fire Marshall, Police Department or any authorized Town representative.

PERFORMANCE STANDARDS

Plan reviews will be performed in accordance with the following time constraints:

1. Building Permits for fences, hot water heaters, limited window and door replacements, signs, and other permits that are reviewed by a single discipline shall be reviewed and commented on, or approved by all disciplines, within two (2) business days after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
2. Building Permits to construct or do significant renovation on a Single Family Home, Duplex or Triplex residences must be reviewed, and commented on or approved by all discipline that must review the plans within six (6) business days

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

in total after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).

3. Building Permits to construct or renovate commercial buildings or multi-family residential buildings that contain more than three residences must be reviewed and commented on or approved by all disciplines that must review the plans within ten (10) business days in total after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
4. Plans that are resubmitted to respond to earlier comments must be reviewed by each discipline that provided comments requiring redesign or clarification within two (2) business days of receipt of the resubmitted plans by the Town; however, full review and approval or additional comments shall be completed in no more than six (6) business days after the plans are submitted.
5. Plans reviews for building permits for work to correct a serious safety violation shall take priority and shall be completed in no less than three (3) business days after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
6. Responses to consumer inquiries (written or verbal) will be provided within two (2) business days of receipt by telephone, email or letter.
7. A minimum of 90% of inspections shall be performed within twenty four (24) hours of request or the next business day after the request is made on a Friday, a weekend day, or the day before a designated holiday, provided that the inspection request was made no later than 3:30 p.m. on the business day prior to the date requested.

In the event an inspection cannot be done within the above-referenced 24 hour window, the PROPOSER shall notify the contractor by 5 p.m. on the day that the inspection was to have been done that the inspection will be rolled over to the following day. Rolled-over inspections must be given priority the following business day and be completed by noon of that following day unless the contractor requests that the inspection be done after noon.

QUALITY CONTROL

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Town retains the right to assign a Town representative or an independent contractor to oversee the work of the proposer, including the right to accompany and observe inspectors on their inspections.

TOWN APPROVAL OF PERSONNEL

Assignment of the PROPOSER'S personnel to the Town's work is subject to written approval of the Town. In addition, the Town Manager shall have the right to request the removal of specific personnel assigned by the PROPOSER to the Town's work, which request shall not be arbitrary or capricious. Such requests must be submitted to the PROPOSER in writing and the PROPOSER shall comply with the request within ten (10) working days or more quickly at the request of the Town if the reason for the request warrants quick action.

VEHICLES AND PERSONNEL EQUIPMENT :

1. The PROPOSER shall provide, maintain, and insure in accord with Town requirements, the vehicles necessary to perform the services set forth in this RFP. All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating condition, with the name of the PROPOSER and the number of the vehicle printed in letters not less than three inches (3") high.
2. While performing services pursuant to this RFP, PROPOSER'S personnel shall wear a uniform shirt with the logo of the PROPOSER, shall have a Town ID badge visible on their person, and be equipped with a cellular telephone. A list of all cellular telephone numbers of PROPOSER'S personnel assigned to the Town shall be submitted to the Assistant Town Manager upon execution of a contract between the PROPOSER and the Town and that list shall be updated and provided to the Town on a regular basis.

COMPENSATION FOR SERVICES

The compensation proposed by the PROPOSER for the services outlined in this RFP should be presented as a percentage of the gross Permit & Building Fees collected for permit reviews and building inspections the PROPOSER completes according to the Schedule of Fees as set forth in Exhibit A to this RFP.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

It is permissible for the PROPOSER to request compensation in a different percentage for the minimum fees established in Exhibit A and from the compensation percentage for all other fees. It is also permissible for PROPOSER to propose a compensation schedule that is calculated on a sliding scale based on gross fee collections. For example, a PROPOSER might propose compensation equal to 80% of the fees collected up to a certain dollar amount of fees collected in a fiscal year, then a lower percentage as the dollar amount of the gross fees collected increases.

Under no circumstance will the Town consider a minimum dollar compensation amount for the services to be rendered under this RFP.

Regardless of the compensation realized by the PROPOSER as a result of the compensation formula proposed, the PROPOSER will be required to perform all of the work required, meet the standards required by this RFP, and provide services to with excellent customer service and care.

The PROPOSER shall collect, on the Town's behalf, all fees in accordance with the fee schedule in Exhibit A and remit them to the Town bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, the PROPOSER shall submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by the PROPOSER in the prior month and show the calculation of the PROPOSER'S compensation due from the Town.

The Town will pay the selected PROPOSER monthly in accordance with the Florida Prompt Payment Act. Payment, or a portion of payment, may be withheld for failure of the PROPOSER to comply with the terms, conditions or requirements of the contract. Undisputed amounts shall be paid. The contract shall provide for mediation of disputed amounts.

The Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with the successful PROPOSER to gain an understanding of the impact the pending changes in the fee structure will have on the PROPOSER'S ability to continue to perform under the terms of the contract. Should the Town decide to reduce the fees in the fee schedule to the extent that the PROPOSER can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and the successful PROPOSER may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission. or the PROPOSER may give notice as required by terms of the contract to terminate the contract.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

TRANSITION PLAN

The Town currently contracts with Broward County for Plan Review and Inspection Services. Ensuring a smooth, seamless transition is of critical importance to the Town. PROPOSER shall provide a detailed description of how the PROPOSER suggests services be transitioned from Broward County to the PROPOSER. The Town retains the right to modify the transition plan in its sole discretion after discussions with Broward County and the PROPOSER.

TERM OF CONTRACT & TERMINATION PROVISIONS

1. The Town anticipates entering into a contract with the successful PROPOSER for a three year term, with the opportunity for two (2) one year renewals at the Town's option.
2. Notwithstanding, the contract shall be terminable at will by either the Town or the successful proposer upon provision of one hundred and twenty (120) days written notice from either party.
3. In the event the contract is terminated, the successful proposer will be paid for any work performed up to the date of termination, provided that the PROPOSER has 1) cooperated in good faith to make a smooth and harmonious transition to such other entity that the Town selects to assume responsibility for Plans review and Building Inspection Services, and 2) remitted to the Town all fees collected on behalf of the Town. That smooth transition shall include the timely transfer to the Town or its contractor all files, reports and records that relate to Plans Review and Building Inspections performed by the PROPOSER in the Town. PROPOSER shall specifically waive any and all rights to seek any additional sums or damages from the Town due to being terminated other than the PROPOSER'S right to compensation for work performed before the termination date as described earlier in this paragraph.
4. In the event of termination of the contract, the Town may decide in its sole discretion, to have the PROPOSER complete plans review and/or inspections of work previously worked on by PROPOSER. In such cases, the PROPOSER shall

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

be compensated by the Town for that work in accordance with the compensation terms of the contract.

EVALUATION COMMITTEE

The Town Manager shall assign an Evaluation Committee to determine the responsiveness of each proposal. Failure of the PROPOSER to have provided required information in their RFP response will disqualify any proposal as non-responsive, and such proposal will not be considered. The Evaluation Committee may, however, waive small irregularities in the proposal that are not material to the evaluation of the proposal. The Evaluation Committee may disqualify any proposal that make false statements.

The evaluation of Proposals and the determination of conformity and acceptability will be based on information furnished by the PROPOSER as well as such information reasonably available to the Town. The Evaluation Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall provide the Town in a timely manner all such additional information for this purpose that the Town may request.

Proposals will be evaluated and ranked based on, among additional factors, the following:

1. The Proposer's past experience and performance on comparable contracts.
2. The quality of the firm's professional personnel to perform the services outlined in this RFP.
3. The minimum amount of hours the Proposer commits to assign the Building Official, Plans Reviewers, and Inspectors to be working and physically present in the Town per week.
4. The proposed cost of the service.

Each member of the Evaluation Committee will review and evaluate each Proposal. The full Evaluation Committee will then convene to determine which proposals, if any, are non-responsive, to review and discuss evaluations of the remaining proposals, and to rank the Proposers.

Depending on the number of proposals submitted, the Evaluation Committee may short-list the firms down to three (if available) and then rank those three firms.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Evaluation Committee may also decide to interview the short-listed Proposers before determining their final ranking of the proposals.

The Evaluation Committee shall forward their rankings to the Town Commission. The Town Commission shall make the final Evaluation decision, based on information provided from the Evaluation Committee.

D. TECHNICAL REQUIREMENTS

QUALIFICATIONS OF PROPOSER'S PERSONNEL

The PROPOSER shall insure that the individuals assigned to perform the work called for in this scope of service have the licenses and/or certifications outlined below and any additional licenses or certifications that Broward County or the State of Florida require to perform the work described during the term of any contract with the Town. It shall be the duty of the PROPOSER to monitor the required licenses and certification of individuals assigned to the Town's work to make sure that they are and remain current. The PROPOSER shall immediately remove an individual from assignment to perform Lauderdale-by-the-Sea's work if their required license or certification lapses or is suspended.

Chief Building Official: The individual proposed to serve as the Town's Chief Building Official shall comply, at the time of submission of this proposal, with all the requirements of the FBC and hold a current License from the State of Florida, as a Chief Building Official and also be certified by Broward County as a Chief Building Official.

The PROPOSER shall suggest the name of the Chief Building Official in his/her proposal. The PROPOSER and Town must agree to the designation of Chief Building Official and the PROPOSER may not change that designation without the written consent of the Town Manager.

Plans Examiners (Structural, Electrical, Mechanical and Plumbing): The individuals proposed to serve as the Plans Examiners shall comply, at the time of submission of this proposal, with all the requirements of the FBC and hold a current License from the State of Florida to review plans in the respective discipline practiced. The individuals are also required to be Broward County-certified as Plans Examiners.

Inspectors (Chief Structural, Chief Electrical, Chief Mechanical and Chief Plumbing): The individuals proposed to serve as Inspectors shall comply, at the time of submission of this proposal, with the requirements of the FBC and hold a current

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

License from the State of Florida as an Inspector in their respective disciplines. The individuals are also required to be Broward County -certified as Inspectors.

Permit Technicians: PROPOSER shall assign one full time Permit Technician with excellent customer service skills and one backup Permit Technician to cover vacation and other leave, sufficient as to have full coverage of the Town Development Services office at all times between the hours of 8 am and 5 pm Monday through Friday except on Town designated holidays and only with exception of the hour between noon and 1 pm each day. Permit Technicians assigned to LBTS should have at least two (2) years of experience processing building permits for a Florida municipality.

All personnel assigned by the PROPOSER to the Town's work shall be fluent in English and have excellent customer skills. Conversational Spanish is an additional beneficial skill.

E. BACKGROUND SCREENING

The successful PROPOSER shall certify that each of its staff personnel assigned to the Town has undergone a criminal background investigation and that no person assigned to Town work has been convicted of any felony or any misdemeanor involving moral turpitude.

F. INSURANCE

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

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 \$2,000,000 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.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- 3. Comprehensive Automobile Liability Insurance** - \$500,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$500,000 Hired & Non-Owned Auto Liability.
- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-776-0576
Email: junew@lbts-fl.gov

B. INVITATION TO PROPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 12-10-01 QUESTION".

The Town will respond to written inquiries received at least 3 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

To: Town of Lauderdale-By-The-Sea

RFP No. 12-10-01

Title: _____

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. **Letter of Transmittal**
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. **Title Page**
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. **Table of Contents**
Include a clear identification of the material by section and by page number.
4. **Organization Profile and Qualifications**
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- ☐ Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- ☐ A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- ☐ Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

- ☐ Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

L. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet set standards;
- B. availability of qualified personnel

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

- C. compensation.
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

End of Part II

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Exhibit A to 2017 CAP contract

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

12. Provide the following information concerning all contracts for plans review and/or building inspection services **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

2. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

3. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

4. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Proposed Fee Schedule For Services
(INSERT HERE)

Proposed Billing & Payment Schedule
(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

Additional Services

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM D

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

Exhibit A to 2017 CAP contract

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____

Signature

Print Name and Title

Mailing Address

State of _____
County of _____

Sworn to and subscribed before me this ____ day of _____, 2011.

Notary Public

My Commission Expires:

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

LAUDERDALE BY THE SEA PROPOSED BUILDING PERMIT FEE SCHEDULE

A. Calculation of permit fee.

The cost of construction or project may be determined in the following ways as determined by the Building Official:

1. Cost of construction as submitted by the applicant.
2. Copy of a signed contract for work to be performed
3. Using the values in the most recent edition of the RS Means Construction Valuation System.

The Building Official has the discretion to choose which one of the three methods used best reflect the true cost of work being performed.

B. Mandatory State and County fees.

1. Broward County Board of Rules and Appeals Surcharge - \$0.60 per \$1,000.00 cost of construction.
2. Florida Statute 553.721 - 1.5 percent of the permit fee or a minimum of \$2.00, and 468.631 - 1.5 percent of the permit fee or a minimum of \$2.00.
3. Education fee - 0.2 percent of the permit fee.

C. Permit Processing Fees.

The full permit fee is due at time of submission. Should work discontinue, then a prorated share of the fee may be returned as determined by the Building Official.

D. Building Permit Fees.

Fees for each permit that are calculated on the basis of a percentage of construction cost include fees for review by one construction discipline. If more than one discipline must review or inspect the project, then the additional discipline fees outlined apply.

1. New Construction - Residential
 - (a) 2.00 % of total construction value plus \$85.00 for each discipline.
 - (b) Minimum permit fee \$85.00

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

2. New Construction – Commercial

- (a) 2.00 % of total construction value, plus \$85.00 for each discipline.
- (b) Minimum permit fee \$85.00

3. Residential Additions or Alterations

- (a) 3.00 % of total construction value, plus \$85.00 for each discipline.
- (b) Minimum permit fee \$85.00

4. Commercial Additions or Alterations

- (a) 3.00 % of total construction value, plus \$85.00 for each discipline
- (c) Minimum permit fee \$85.00

- E. Roofing Permit Fees 1.50 % of total construction value, plus \$85.00 for each discipline.
- F. Swimming Pool Permit Fees 5.00 % of total construction value, plus \$85.00 for each discipline.
- G. Miscellaneous Permit Fees 2.00 % of total construction value, plus \$85.00 for each discipline.

Miscellaneous permits include doors, garage doors, windows, storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any miscellaneous electrical, plumbing, or mechanical permits covered by the Florida Building Code. Should the Building Official determine that a permit is needed for work being performed and that the minimum permit fee and the percentage multiplier do not adequately assess a fee necessary to hold the City revenue neutral, then Building Official shall notify the applicant in writing of the time necessary to review and issue the permit and at what hourly rate, based on the disciplines necessary for the review.

- H . Minimum Permit Fee. \$85.00

All permits issued are subject to a minimum fee of \$85.00. Should any permit calculation result in a fee of less than \$85.00, then the minimum permit fee shall apply.

- I. Demolition of Buildings 1.00 % of Total Project Value

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

J. Elevators, Escalators, and other Lift Devices Regulated by Broward County

K. Change of Contractor \$85.00

L. Plan Revisions after permit is issued

Plan revisions and corrections before and during application process may be assessed additional hourly fees if resubmitted.

If the proposed change represents a major alteration of the floor plan, or configuration of the structure that requires extensive reexamination or computation, then the original permit shall be voided, and one half (1/2) of the original permit fee may be applied to the new permit.

M. Re-inspections

1. First Occurrence	\$65.00 except for permits pulled by an owner-builder, in which case, the first re-inspection fee will be waived.
2. Second Occurrence	\$130.00
3. Third Occurrence	\$195.00
4. Fourth and all subsequent Occurrences	\$260.00

The Building Official may waive re-inspection fees, based on extenuating circumstances.

N. Overtime, Specialty, and After Hours Inspections

4 hour minimum at \$97.50 per hour or fraction thereof

O. Permit Card Replacement \$ 35.00

P. Penalty for work without a permit Double the Permit Fee

Q. Expired permits/extensions

If the applicant applies for permit renewal within the time period stated in the Florida Building Code, the renewal fee shall be one half (1/2) of the original fee, or \$85.00, whichever is greater.

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

If the renewal application is made after the time period stated in the Florida Building Code, application for a new permit must be made, accompanied by payment of the full fee.

R. Certificate of Occupancy

1. Residential	\$150.00
2. Commercial	\$250.00

S. 40 Year Building Safety Inspection Program

All applications for recertification or extension	\$400.00
---	----------

Exhibit B to 2017 CAP Contract

cap government

November 10, 2011

Town of Lauderdale-by-the-Sea
Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

Re: Request for Proposals No. 12-10-01 for Plans Review and Building Inspection Services

Dear Selection Committee:

C.A.P. Government, Inc. (CAP) understands that the Town of Lauderdale-by-the-Sea (Town) is seeking qualified proposers to provide plans review and building inspection services for the Town's Building Department. CAP has extensive experience providing services similar to the scope presented in the RFP and is prepared to provide plans review and building inspection services from the Town's municipal facilities.

Our staff is 100-percent committed to delivering the levels of service required and expected by the Town to fulfill the obligations of the contract including reducing the turn-around time on plans review, simplifying the review and inspection process, improving communications with customers, and enhancing the public's perception of the services offered by the Town's building department. Further, we will provide all staff necessary to efficiently perform the duties of chief building official, chief inspector, plan examiners, inspectors, and support staff including permit technicians.

As referenced in the solicitation document, CAP understands that the Town currently uses Broward County to provide these services and hereby commits to working with the Town towards establishing a competitive, percentage-based method of compensation for these services. Our goal is to improve the level of service for a lower cost than what the Town is currently being charged by the County. As a private entity, CAP has the flexibility to alter its rates to conform to the Town's needs.

FIRM OVERVIEW

CAP has served as the premier provider of building department services in South Florida **since 1989**. Having worked with more than a dozen municipalities and educational clients including school boards, colleges, and universities, we understand that expedient and reliable plans review and inspection services are vital components of a successful building department. As evidenced by our uninterrupted history of service to our clients, **some in excess of fifteen (15) years**, we promise and deliver efficient, cost-effective, and quality solutions to our clients. As an extension of our client's staff, we strive to uphold and protect the integrity of the departments where we work through professional and courteous customer service.

Our company and staff are fully qualified and licensed to provide plans review services by the State of Florida Department of Business and Professional Regulation as well as the Broward County Board of Rules and Appeals. Each proposed plans reviewer will administer services that comply with the requirements of Florida Statutes 468, Part XII and the Broward County Administrative Provisions to the Florida Building Code.

Exhibit B to 2017 CAP Contract

capgovernment

Town of Lauderdale-by-the-Sea
RFP No. 12-10-01
November 10, 2011
RE: Plans Review and Building Inspection Services
Page 2 of 3

CAP's staff has the ability to administer building department services and effectively set and execute priority assignments. We understand that service levels can affect the manner in which normal operations are carried out during peak demand periods and/or emergency situations and are prepared to call upon all available staff resources to meet the Town's needs.

In the fulfillment of our obligations to cities, residents, and stakeholders, CAP is mindful of its continued responsibility to coordinate services with state, local, and federal agencies to provide the most competent and professional service. CAP's commitment to meeting the established thresholds and developing a rapport with customers translates into increased revenues and enhanced public perception of our clients' services.

PROJECT MANAGEMENT

Our Project Manager, Mr. David Tringo, has more than 27 years of experience with the applicable laws, rules, regulations, directives, codes, and ordinances related to the management of Building Department services and Broward County.

Mr. Tringo will be available on a regular basis for the duration of this contract. He will serve as the liaison between the Town's designated representative and our team to provide overall contract management. His responsibilities will include ensuring that all necessary resources are available to meet or exceed the thresholds and levels of service prescribed by the Town.

Mr. Mervin Lunsford will serve as the Chief Building Official. He has more than eight years of experience as a building code administrator and 40 years of hand-on experience in the building and construction industry. Prior to joining CAP, he served as the building official for the City of Pembroke Park and worked for various municipalities including the City of Hollywood. Mr. Lunsford is intimately familiar with building department services and will provide invaluable insight and management over all departmental operations.

Mr. Cosmo Tornese will provide quality assurance and quality control (QA/QC) oversight. He has more than 30 years of experience providing building department services throughout Broward. He is a State of Florida certified building code administrator and professional engineer. His accomplishments include serving as member of the State of Florida Building Code Advisory Committee. Mr. Tornese was also the Director of the Broward County Building Department. During his tenure there, he mastered the art of discussing building code matters with architects, engineers, contractors, other building officials, and the general public in a manner that was clear and effective.

AUTHORIZED REPRESENTATIVE

Carlos A. Penin, PE, President
8350 NW 52 Terrace, Suite 209
Doral, Florida 33166
T: 305.458.6000
E: cap@capfla.com

Exhibit B to 2017 CAP Contract

capgovernment

Town of Lauderdale-by-the-Sea
RFP No. 12-10-01
November 10, 2011
RE: Plans Review and Building Inspection Services
Page 3 of 3

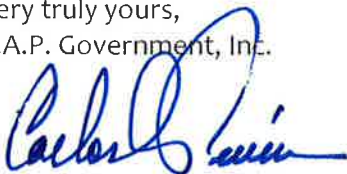
SUMMARY OF QUALIFICATIONS

We are confident that you will find our experience providing building department services complements the Town's philosophy related to customer satisfaction and service. As you review our proposal package, we call to your attention the following points that we believe make CAP the right choice for the Town of Lauderdale-by-the-Sea:

- **Qualifications.** CAP has a successful record of superior performance of services similar to those required by this solicitation including work for the cities of Fort Lauderdale, Weston, Southwest Ranches, South Bay, Parkland, Lauderhill, and Margate, among many others. Our employees have a strong understanding and proven background in plans review and inspection services. **We were recently selected as the provider of choice by the City of Wilton Manors to serve as their building department consultant. CAP successfully transitioned department operations from Broward County to CAP staff within 2 weeks of Notice to Proceed.**
- **Staff Experience.** CAP has more than 70 employees available with specialized expertise to provide plans review services to the Town. Our staff includes engineers, plans reviewers, and inspectors with related building department experience.
- **Location.** CAP has offices throughout South Florida. Staff will be dispatched, as necessary, from our Weston office. Additional support staff members are located in Miami-Dade County. Our location allows us to easily and conveniently provide the level of service expected by the Town. We can also provide our services from within the Town of Lauderdale-by-the-Sea's current facilities by housing our staff in space provided by the Town.
- **Quality Control.** CAP's well-organized QA/QC procedures facilitate the delivery of the highest level of service to our clients.

C.A.P. Government, Inc. looks forward to providing building department services to the Town of Lauderdale-by-the-Sea and serving as an extension of the Town's staff. Should you require any additional information, please do not hesitate to contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.



Carlos A. Penin, PE
President



Exhibit B to 2017 CAP Contract

TITLE PAGE

PROPOSER'S CONTACT INFORMATION

Headquarters

C.A.P. Government, Inc.
Carlos A. Penin, PE, President
8350 Northwest 52 Terrace
Suite 209
Doral, Florida 33166
T: 305.448.1711
F: 305.448.1712
E: cap@capfla.com
C.A.P. Government, Inc.

Broward County Office

3265 Meridian Parkway
Suite 100
Weston, Florida 33331

RFP NUMBER

12-10-01

PROJECT NAME

Plans Review and Building Inspection Services

DATE

November 10, 2011



Exhibit B to 2017 CAP Contract

TABLE OF CONTENTS

<i>Section</i>	<i>Subject</i>	<i>Pages</i>
Tab 1:	Organizational Profile and Qualifications	P. 1- 35
Tab 2:	Experience	P. 36-46
Tab 3:	Approach to Providing Services	P. 47-50
Tab 4:	Compensation	P. 51-54
Tab 5:	Additional Information	P. 55-73



Exhibit B to 2017 CAP Contract

ORGANIZATIONAL PROFILE AND QUALIFICATIONS

C.A.P. Government, Inc. (CAP) was established in 1989 and specializes in providing full, supplemental, and expedited building department services to improve efficiency and generate increased revenues. **Services are provided exclusively to government entities including municipal and educational building departments to avoid potential conflicts of interest created by working for the private sector.** Over the last 22 years, the firm has maintained a noteworthy track record for the professional, efficient, and cost-effective management of all phases of the building and permitting process.

CAP's unparalleled commitment to providing superior service standards has facilitated the successful transition of established building departments to the outsourced method. Beginning with the Village of Key Biscayne, CAP's pioneering efforts have had a significant impact on the efficiency of existing departments and aided in the creation of entirely new building departments in various cities and towns.

As a testament to the level of service provided, CAP has been consistently recognized as the provider of choice by various municipalities and government clients. The firm has provided uninterrupted service to many municipalities including the City of Weston, Town of Southwest Ranches, and City of Fort Lauderdale.

The firm's familiarity with building department operations has spurred its growth from a small, start-up company to a more than 70-person firm with multiple offices across South Florida. CAP's areas of expertise include performing plans review and inspections that comply with established protocols and the Florida Building Code (FBC).

CAP's commitment to excellence includes the guarantee that plans review and inspection services are carried out in accordance with the requirements of Chapter's 553 and 468, Part XII, Florida Statutes as well as the FBC and all local codes and ordinances.

All employees are certified by the State of Florida Department of Business and Professional Regulation and County Offices of Code Compliance including the Broward County Board of Rules and Appeals (BORA). Additionally, CAP also employs professional engineers registered with the State of Florida whose training includes technical expertise in various engineering disciplines. Our plans reviewers and inspectors are licensed and certified in accordance with F.S. 455, 468, 471, 481, 489 and the FBC in the following categories:

- Structural
- Electrical
- Mechanical

- Plumbing
- Building
- Roofing

All members of our more than 70-person team are 100-percent committed to completing the assignments in accordance with the requirements of the contract while maintaining a high-level of quality and technical accuracy. In assembling our project team, we selected individuals who met or exceeded the criteria needed to successfully accomplish the Town of Lauderdale-by-the-Sea's (Town) goals including:

- Maintaining adequate staffing levels to reduce turnaround time for plans review and inspections
- Providing solutions that simplify the review and inspection process and reduce costs for renovations
- Assigning professional staff to improve communications with design professionals and homeowners undertaking construction or renovation projects in the Town
- Ensuring that the Town develops a reputation for providing fair, timely, and competent building department services

Our team has firsthand knowledge of the FBC and extensive experience working within Broward County and coastal municipalities that share similar characteristics with the Town such as Hallandale Beach, Fort Lauderdale, and Aventura. CAP's client base includes more than 12 municipalities, a school board, and several public universities and colleges across the tri-county area.

PROPOSED MANAGEMENT TEAM

CAP's proposed management team has more than 80 years of combined experience in building department services and will be involved throughout the duration of the contract.

PROJECT MANAGER

Mr. David Tringo, will monitor each activity to ensure work is started and completed in a timely manner. He will be on-call and available to assist the City, as needed. Should the need arise, he has the authority to draw upon other local resources necessary to maintain the levels of service expected by the Town. As the firm's single point of contact, Mr. Tringo will communicate with the Town frequently to anticipate its needs and ensure that there are open lines of communication between CAP and Town staff.

Exhibit B to 2017 CAP Contract

BUILDING OFFICIAL

Mr. Mervin Lunsford has more than eight years of experience as a building code administrator and 40 years of hand-on experience in the building and construction industry. Prior to joining CAP, he served as the Building Official for the City of Pembroke Park and worked for various municipalities including the City of Hollywood. Mr. Lunsford is intimately familiar with building department services and will be available as requested by the Town to fulfill the responsibilities as the Building Official.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Mr. Cosmo Tornese has more than 30 years experience providing building department services throughout Broward County. He is a State of Florida building code administrator and professional engineer. His accomplishments include serving as member of the State of Florida Building Code Advisory Committee. Mr. Tornese was also Director of the Broward County Building Department for over a decade.

PROJECT TEAM

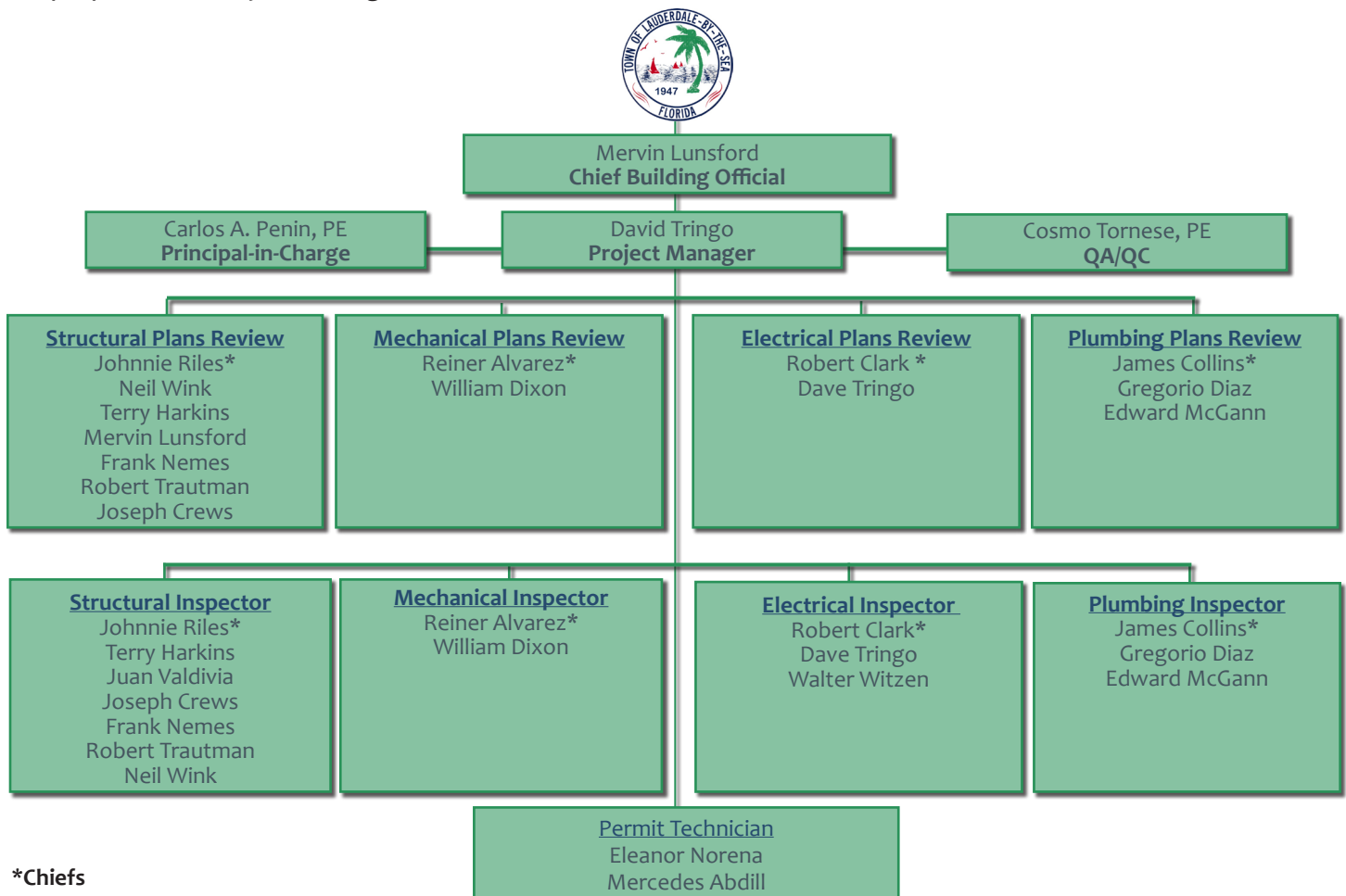
As noted in our organizational chart, CAP intends on working closely with the Town and its existing staff. Upon the successful transition of the department, we are prepared to analyze the organizational structure to

determine the staffing levels necessary to provide the levels of service expected by the Town. Per the RFP, this section also includes the following items:

- Resumes
- Firm Licenses
- Staff Licenses
- Board of Rules and Appeals Certificates
- Summary of Contracts
- Form A
- References

Our proposed team is comprised of qualified technical personnel with relevant project experience and capabilities. We believe that our team's relationships, experience, and knowledge will provide the Town with an efficient and practical approach to the scope of services.

The CAP team offers the full-range of services that the Town requires including specialized expertise in a diverse range of technical disciplines. CAP's extensive local history, vast network of resources throughout South Florida, and solid reputation are all products of excellent service and partnerships with clients and the public.



*Chiefs

STAFFING PLAN & RESUMES **Exhibit B to 2017 CAP Contract**

NAME	TITLE/PROJECT ROLE	LICENSE NUMBERS
Carlos A. Penin, PE	Principal-in-Charge	PE33216
David Tringo	Project Manager	PX2097, BN4165, 97CME1733X, EC1300223
Mervin Lunsford	Chief Building Official	BU1359
Cosmo Tornese, PE	QA/QC	PE15701, BN739, PX347, BU284
STRUCTURAL		
Johnnie Riles	Chief Inspector and Plans examiner	PX3325, BN1305
Neil Wink	Plans Examiner and Inspector	BU406, PX516, BN127
Terry Harkins	Plans Examiner and Inspector	PX551, BN1252
Mervin Lunsford	Plans Examiner and Inspector	PX1394, BN2186
Frank Nemes	Plans Examiner and Inspector	PX2063, BN4143, CBC052138, CGC9612AX
Robert Trautman	Plans Examiner and Inspector	PX2606, BN3210
Juan Valdivia	Inspector	BN3285, CG056895
Joseph Crews	Plans Examiner and Inspector	PX2829, BN 5494
MECHANICAL		
Reiner Alvarez	Chief Inspector and Plans Examiner	PX2842, BN5348
William Dixon	Plans Examiner and Inspector	PX487, BN1117, CAC020195
ELECTRICAL		
Robert Clarke	Chief Inspector and Plans Examiner	PX 38, BN 86, BU808
David Tringo	Plans Examiner and Inspector	PX2097, BN4165, 97CME1733X
Walter Witzen	Inspector	BN 5824
PLUMBING		
James Collins	Chief Inspector and Plans Examiner	PX983, BN911
Gregorio Diaz	Plans Examiner and Inspector	PX1271, BN149, CFC1425674
Edward McGann	Plans Examiner and Inspector	PX1938, BN3906
CLERICAL		
Eleanor Norena	Permit Technician	N/A
Mercedes Abdill	Permit Technician	N/A

Exhibit B to 2017 CAP Contract

Carlos A. Penin, PE

Principal-in-Charge

C.A.P. Government, Inc., Doral, Florida (1989–Present). President and founding principal of CAP. Mr. Penin serves in an administrative capacity overseeing the daily operations of the firm. His responsibilities include marketing and business development activities, contract oversight, and staff management.

Keith and Schnars, P.A., Miami, Florida (1984–1989). Served as regional manager/resident engineer responsible for managing, scheduling, and monitoring major land development projects. He was also the liaison with regulatory agencies and local authorities.

Williams, Hatfield and Stoner, Inc. (1980–1984). Served as project engineer/manager responsible for the administration of urban road development projects and other assignments in South Florida.

Ferendion/Grafton/Spillis/Candela, Miami, Florida (1979–1980). Civil engineer responsible for engineering design and construction inspection of government and private projects.

Florida Quality Contractors, Inc., Miami, Florida (1977–1979). Civil engineer responsible for managing the preliminary phase of a 72-unit condominium development as well as various residential development projects.

Professional Licenses and Certifications

Professional Engineer, Florida, 33216

Dave Tringo

Project Manager/Electrical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2005–Present). Chief electrical inspector, plans reviewer, and building department director for the City of Weston and Town of Southwest Ranches.

Broward County, Broward, Florida (1999–2005). Electrical plans examiner, inspector, and supervisor responsible for providing building code services.

Wiremen & Company, Broward, Florida (1993–1999). President and qualifier for this firm specializing in design-build, general, and electrical contracting. Responsibilities included providing construction services for industrial, commercial, and residential projects throughout South Florida.

Broward County Housing Authority, Broward, Florida (1988–1993). Director of maintenance responsible for overseeing construction and maintenance operations performed by all trades including HVAC, mechanical, electrical, plumbing, structural, roofing, site work, and landscaping.

Reynolds, Smith & Hills, Fort Lauderdale, Florida (1983–1988). Chief project representative responsible for overseeing construction projects at the Fort Lauderdale-Hollywood International Airport. This \$500-million improvement project included four concourses and three terminals. Upon completion, Broward County designated Mr. Tringo as the facilities director responsible for managing 128 new employees involved with commissioning activities at the new facilities.

Professional Licenses and Certifications

Master Electrical, Broward County, 97-CME-1733-X

Master Electrical, Florida, EC1300223

Standard Plans Examiner, Florida, PX2097

Standard Inspector, Florida, BN4165

Exhibit B to 2017 CAP Contract

Mervin Lunsford, PE

Chief Building Official

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans review and inspections for municipal and educational clients. Also acts as the assistant building official for the Town of Southwest Ranches.

Seminole Tribe of Florida, South Florida (2007–2010). Senior project manager responsible for overseeing all project activities from design through construction for projects in South Florida.

Town of Pembroke Park, Pembroke Park, Florida (2000–2006). Building official and chief building inspector responsible for performing inspections and overseeing all building department activities within the City.

City of Hollywood, Hollywood, Florida (1994–2000). Plans examiner and structural building inspector responsible for performing structural plans reviews and inspections.

Merve Lunsford Construction, Inc. Florida (1986–1994). President responsible for overseeing all operations of the firm specializing in construction services.

Ferris Lunsford Plastering, Inc., Florida (1966–1986). Superintendent responsible planning, coordinating, and supervising all aspects of the firm's construction projects.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1394

Standard Inspector, Florida, BN2186

Building Code Administrator, Florida, BU1359

Cosmo Tornese, PE

QA/QC

C.A.P. Government, Inc., Weston, Florida (2005–Present). Building code administrator/building official responsible for overseeing all building department activities within the City of Weston, Town of Southwest Ranches, and City of South Bay. He has also served as a consultant providing supplemental services to various cities across Broward County including the City of Hallandale Beach, Lauderhill, and Parkland.

Broward County, Broward, Florida (1974–2003). Building department director responsible for directing and performing administrative and supervisory duties including overseeing the enforcement of regulatory codes (zoning), managing employees, directing department activities, and administering the elevator program and local contractors licensing board.

N.J. Dracos Associates, Inc., New Jersey (1972–1974). Structural design engineer responsible for providing design services for high-rise buildings.

New York City Transit Authority, New York, New York (1965–1972). Project engineer and coordinator responsible for various transit projects.

Professional Licenses and Certifications

Professional Engineer, Florida, 15701

Building Code Administrator, Florida, BU284

Standard Plans Examiner, Florida, PX347

Standard Inspector, Florida, BN739

Exhibit B to 2017 CAP Contract

Johnnie Riles

Chief Structural Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2008–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients.

Havana Lofts, Miami, Florida (2005–2008). Project manager for this residential condominium development.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–2005). Structural and housing inspector responsible for performing inspections to verify compliance with the FBC and per all city and county requirements.

Carter and Riles Construction Company, Fort Lauderdale, Florida (1980–1985). Owner and contractor responsible for residential and commercial projects throughout South Florida.

Professional Licenses and Certifications

Building Plans Examiner, Florida, PX3325

Building Inspector, Florida, BN1305

Neil Wink

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients. Also acts as the assistant building official for the City of Weston.

City of Oakland Park, Oakland Park, Florida (1996–2006). Building official and chief structural inspector responsible for serving as the City's flood plain administrator, participating in the Community Rating System (CRS), and liaising with the Unsafe Structures Board.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–1996). Structural plans examiner and building inspector responsible for plans reviews and inspections. Also assisted the building official and chief structural inspector supervising subordinate inspectors within the building division.

Town of Lauderdale-by-the-Sea, Lauderdale-by-the-Sea, Florida (1993–1994). Building official and zoning administrator responsible for providing building and zoning administration services as well as plans review and field inspections.

City of Coral Springs, Coral Springs, Florida (1984–1985). Building inspector responsible for performing inspections of residential, commercial, and industrial projects within city limits.

Professional Licenses and Certifications

Building Code Administrator, Florida, BU406

Building Plans Examiner, Florida, PX516

Building Inspector, Florida, BN127

Terry Harkins

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner responsible for performing structural plans reviews for municipal and educational clients. Currently serves as chief for City of Wilton Manors.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–2006). Served in various roles for the City including zoning technician and plans examiner, structural plans examiner, and chief building inspector responsible building department activities.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX551

Standard Inspector, Florida, BN1252

Exhibit B to 2017 CAP Contract

Frank Nemes

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2009–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients.

City of Oakland Park, Oakland Park, Florida (2000–2009). Plans examiner and inspector responsible for reviewing building plans and performing inspections at construction sites to confirm compliance with Florida Building Code requirements.

Franklin Construction, Broward, Florida (1991–2000). President of this construction company specializing in structural framing and building shell construction.

S.R. Construction, Sunrise, Florida (1983–1991). Supervisor responsible for managing construction crews on various projects across South Florida.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2063

Standard Inspector, Florida, BN4143

Building Contractor, Florida, CBC052138

Class A General Contractor, Florida, CGC-9612A-X

Robert Trautman

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients. Also acts as the chief structural plans examiner at the Town of Southwest Ranches.

City of Plantation, Plantation, Florida (2002–2006). Building inspector responsible for structural inspections of residential and commercial structures.

City of Coral Springs, Coral Springs, Florida (2000–2002). Building inspector responsible for structural inspections of residential and commercial structures.

US Filter Corporation, Sunrise, Florida (1999–2000). Site superintendent responsible for supervising all construction on the City of Sunrise's new \$5-million SCADA improvements system.

Camp, Dresser & McKee, Sunrise, Florida (1997–1999). Resident project representative responsible for overseeing work on the City of Sunrise's \$26-million Sawgrass Wastewater Treatment Plant Expansion.

City of Boca Raton, Boca Raton, Florida (1996–1997). Project manager responsible for managing construction work for Project IRIS—a network of reclaimed water transmission lines throughout Northeast Boca.

Sunco Builder and Developers, LTD., Bahamas (1991–1996). Project manager responsible for the construction of various projects located throughout the islands of the Bahamas.

Armento Enterprises, Inc. (1991–1991). Drywall superintendent responsible for supervising drywall and metal-framing crews for commercial and government projects.

Landa Properties, Inc. (1987–1990). Project superintendent responsible for managing construction of a ten-story structure.

Howard J. Miller, PE, Broward, Florida (1983–1987). Threshold inspector for high-rise structures.

Fluor Caribbean, Venezuela (1979–1982). Civil superintendent responsible for supervising craftsmen.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2606

Standard Inspector, Florida, BN3210

Exhibit B to 2017 CAP Contract

Juan Valdivia

Structural Inspector

C.A.P. Government, Inc., Weston, Florida. Responsible for performing structural inspections for municipal and educational clients.

City of Plantation, Plantation, Florida. Responsible for performing structural plans reviews and reviewing specifications for compliance with plans.

City of Hollywood, Hollywood, Florida. Responsible for verifying compliance with plans, specifications, and building code.

Professional Licenses and Certifications

Standard Inspector, Florida, BN3285

General Contractor: Florida, CG056895

Joseph Crews

Structural Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2007-Present). Responsible for performing structural, building, roofing hurricane mitigation, public use, and waterproofing inspections for municipal and educational clients.

Thomas E. Potter, G.C. , Miami, Florida (1969-2006). Served as a supervisor on various projects in South Florida.

Goldcoast Homes, Miami, Florida (1996-2006). Responsibilities included general and shell contracting assignments.

Ken Krasne, G.C., Fort Lauderdale, Florida (1991-1994). Responsibilities included general and shell contracting.

Green-Kroll Corporation, Bay Harbor, Florida (1990-1993). Provided general and shell contracting services.

Ralmark Custom Homes, Boca Raton, Florida (1986-1990). Project manager and superintendant for Stonebridge, Boca Woods, Parkside, and various other waterfront developments in the Boca Raton area.

Vander Linde Development, Fort Lauderdale, Florida (1979-1980). Project manager for all development projects in Fort Lauderdale.

American Eastern Development Co., Fort Lauderdale, Florida (1977-1979). Project manager for Lauderdale Beach Hotel Conversion, Hidden Harbor Apartments, Wilton Woods Condominium, and Footbridge Condominium.

Lewis M. Goodkin Research, Fort Lauderdale, Florida (1976-1977). General contractor for Seminole Drive Townhomes.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2829

Standard Inspector, Florida, BN5494

Exhibit B to 2017 CAP Contract

Reiner Alvarez

Mechanical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Mechanical plans examiner and inspector responsible for performing mechanical plans reviews and inspections for municipal and educational clients. Also acts as the chief mechanical plans reviewer at the Town of Southwest Ranches.

Miami-Dade County, Miami-Dade, Florida (2005–2006). Mechanical inspector responsible for performing inspections for the County's building department.

City of Miami Beach, Miami Beach, Florida (2002–2005). Mechanic responsible for performing various maintenance activities for the City's property management division.

Sunchaser Mechanical, Miami, Florida (2001–2001). Technician responsible for performing installations and providing service.

A-nutemp, Inc., Miami, Florida (2000–2001). Technician responsible for performing installations and providing service.

DebonAir Mechanical, Miami, Florida (1997–2000). Technician responsible for performing installations and providing service.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2842

Standard Inspector, Florida, BN5348

William Dixon

Mechanical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Mechanical plans examiner and inspector responsible for performing mechanical plans reviews and inspections for municipal and educational clients. Also acts as the chief mechanical plans reviewer at the City of Weston.

City of Fort Lauderdale, Fort Lauderdale, Florida (1993–2007). Mechanical plans examiner and inspector responsible for performing mechanical plan review and inspections.

Advent Air Conditioning, South Florida (1985–1993). President of this company specializing in the installation of HVAC systems.

State Temp Mechanical, South Florida (1984–1985). Air-conditioning (A/C) service mechanic.

Wometco Enterprises, South Florida (1980–1984). A/C service mechanic.

Marr Plumbing, Inc., South Florida (1975–1980). Pipefitter, welder, and A/C service mechanic.

Fred McGilvary, Inc., South Florida (1975–1980). Pipefitter, welder, and A/C service mechanic.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX487

Standard Inspector, Florida, BN1117

Building Contractor, Florida, CAC 020195

Exhibit B to 2017 CAP Contract

Robert Clark

Chief Electrical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2007–Present). Electrical plans examiner and inspector responsible for performing plans review and inspections for municipal and educational clients.

City of Lauderhill, Lauderhill, Florida (2006–2007). Chief electrical inspector responsible for performing electrical inspections.

City of Lauderhill, Lauderhill, Florida (1994–2006). Building official responsible for performing supervisory and administrative duties including planning and coordinating the operation of the building department to enforce construction codes and ensure public safety and health.

City of Lauderhill, Lauderhill, Florida (1990–1994). Chief electrical inspector responsible for performing electrical inspections.

Bob Clark Electric, Inc., South Florida (1983–1990). President/owner of this electrical contracting business.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX38

Standard Inspector, Florida, BN86

Building Code Administrator, Florida, BU808

Walter Witzen

Electrical Inspector

C.A.P. Government, Inc. , Weston, Florida (2008–Present). Responsible for performing electrical inspections for municipal and educational clients.

Nova Engineering and Environmental, Miami, Florida. Performed quality assurance and code compliance inspections on commercial and residential buildings. Additional responsibilities included preparing inspection reports.

City of Cape Coral, Cape Coral, Florida. Performed technical inspections of new and existing residential, commercial, and industrial electrical systems to ensure compliance with the Florida Building Code as well as local, City, and County ordinances.

Self-Employed, Broward and Miami-Dade Counties, Florida. Responsibilities included estimating, design-build, project management, installation, and administrative duties.

Professional Licenses and Certifications

Standard Inspector, Florida, BN5824

Broward County Master Electrical License: CC93-CME-1454-X

Exhibit B to 2017 CAP Contract

James Collins

Chief Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for municipal and educational clients.

Broward County, Broward County, Florida (1994–2006). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for residential and commercial projects.

Independent Inspector, Broward County, Florida (1992–1994). Plumbing inspector responsible for performing plumbing inspections for residential and commercial projects for the cities of Davie, Cooper City, and Hallandale.

City of Plantation, Plantation, Florida (1985–1992). Plumbing inspector responsible for performing plumbing inspections for residential and commercial projects.

Andrew Warner, Inc., Broward County, Florida (1977–1985). General superintendant for Memorial, North Broward, and Broward General Hospitals as well as McArthur High School.

Local #719, Broward County, Florida (1963–1977). General foreman who began as an apprentice.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX983

Standard Inspector, Florida, BN911

Gregorio Diaz

Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for municipal and educational clients. Also acts as the chief plumbing plans reviewer at the City of Weston and Town of Southwest Ranches.

Self-Employed, South Florida (2003–2006). Plumbing contractor involved with various projects throughout South Florida.

Village of Pinecrest, Pinecrest, Florida (1997–2003). Chief plumbing inspector responsible for reviewing all plans to verify compliance with the plumbing code for residential and commercial projects.

Miami-Dade County, Miami-Dade, Florida (1993–1997). Plumbing inspector responsible for inspections of all plumbing work for residential and commercial projects including natural and liquid propane and med gas.

Self-Employed, South Florida (1987–1993). Plumbing contractor responsible for the installation of plumbing for new homes and commercial installations as well as managing the company's service department.

Apprenticeship, South Florida (1978–1987). Worked for various companies as a journeyman plumber and eventually as a master plumber.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1271

Standard Inspector, Florida, BN149

Plumbing Contractor, Florida, CFC1425674

Exhibit B to 2017 CAP Contract

Edward McGann

Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2009–Present). Plumbing plans examiner and inspector responsible for performing plumbing plan review and inspections for municipal and educational clients.

City of Parkland, Parkland, Florida (2000–2009). Chief plumbing inspector responsible for performing the duties of chief inspector and plans examiner at the City of Parkland. Also directed and oversaw all plumbing projects for the City's building department.

McGann Plumbing Co., Inc., South Florida (1998–2000 and 1982–1995). President and owner responsible for all projects including new construction, remodeling additions, and service work.

Zicaro's, Inc., South Florida (1995–1998). Service supervisor responsible for supervising all plumbing work for the company including estimating and customer service.

Oriole Homes Corp, South Florida (1978–1982). Journeyman/master plumber responsible for performing all phases of plumbing for condominiums, duplexes, villas, townhomes, detached adult community homes, shopping centers, and multimillion dollar clubhouse.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1938

Standard Inspector, Florida, BN3906

Eleanor Norena

Permit Technician

C.A.P. Government, Inc., Weston, Florida (2009–Present). Permit clerk and administrative assistant responsible for managing telephone switchboard, providing friendly customer service, answering emails and faxes in a timely fashion. Organizes files and manages records, scheduling daily inspection appointments, posting inspectors comments on Town's Website for customer review, and collecting fees and payment.

Graham A Gerald's Architect, Fort Lauderdale, Florida (1999–2009). Project manager responsible for designing full scale plans for commercial and residential properties to include site survey, electrical, mechanical and structural plans; providing Miami-Dade approved product approvals for doors and window; designing window schedules with wind pressures; coordinating plans with truss company and other outside services such as engineers or contractors; addressing comments from building departments; researching building codes for building department approval; and conducting plan review in AutoCAD.

Mercedes Abdill

Permit Technician

C.A.P. Government, Inc., Florida (2010 - Present). Permit technician responsible for managing telephone switchboard, providing friendly customer service, answering emails and faxes in a timely fashion, organizing files and managing records, scheduling daily inspection appointments, notifying inspectors, and collecting fees and payment.

Mama Mia's Italian Restaurant, Hollywood, Florida. Served as head hostess responsible for managing the reservations log, meeting and greeting guests, resolving any front-of-house conflicts, managing customer expectations, and guiding guests to their seats.

A-Brand Clothing Store, Hallandale Beach, Florida. Served as a sales representative responsible meeting and greeting customers, providing clients with assistance to find items, meeting monthly sales quotas, managing the cash register, opening and closing the store, and providing excellent customer service.

FIRM LICENSES

Exhibit B to 2017 CAP Contract

City of Weston Business Tax Receipt



City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
(954) 385-2000

Receipt Effective:

10/01/2011 - 09/30/2012

Name and Address of Business:

C.A.P. Government, Inc. d/b/a
"City of Weston Building Department"
3265 Meridian Parkway, Ste 100
Weston, Florida 33331

Contact Information:

Name: Carlos Antonio Penin, Director

Phone: 954-385-0500

Business Tax Category: General Business (all other Businesses)

RECEIPT NO. **2012-9355**

1. **This receipt MUST be renewed on or before September 30th of each year.** Business Tax renewals are the responsibility of the business and shall occur during the 90-day period prior to September 30th of each year. Renewal notices are provided as a courtesy and are not required for renewal purposes.
2. This receipt **MUST BE DISPLAYED** within 10 FEET of the entrance inside your business establishment.
3. The City of Weston must be notified of any changes of name, address or ownership.

08/08/2011
Date Issued

Darrel L. Thomas, City Treasurer

detach and keep this section for your records

City of Weston Business Tax Receipt

General Business (all other Businesses)

\$236.25

RECEIPT NO. **2012-9355**

TOTAL BUSINESS TAX: **\$236.25**

State of Florida

Department of State

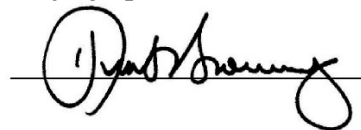
I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 1, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Second day of April, 2011*



Secretary of State



Authentication ID: 200200093282-040211-K80212

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

State of Florida

Board of Professional Engineers

C.A.P. Government, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201303905

CA. LIC. NO:

5344

STAFF LICENSES

Exhibit B to 2017 CAP Contract

Licensee Details Licensee Information Name: PENIN, CARLOS ANTONIO (Primary Name) (DBA Name) Main Address: 8350 NW 52 TERRACE SUITE 107 DORAL Florida 33166 County: DADE License Mailing: 8350 N.W. 52 TERRACE SUITE 107 DORAL FL 33166 County: DADE LicenseLocation: License Information License Type: Professional Engineer Rank: Prof Engineer License Number: 33216 Status: Current,Active Licensure Date: 03/25/1983 Expires: 02/28/2013 Special Qualifications Qualification Effective Advanced Building Code 02/07/2011 Course Credit	Licensee Details Licensee Information Name: TRINGO, DAVID (Primary Name) (DBA Name) Main Address: 19737 SW 14TH STREET PEMBROKE PINES Florida 33029 County: BROWARD License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN4165 Status: Current,Active Licensure Date: 08/24/2001 Expires: 11/30/2011 Special Qualifications Qualification Effective Commercial Electric Residential Electric
Licensee Details Licensee Information Name: TRINGO, DAVID (Primary Name) (DBA Name) Main Address: 19737 SW 14TH STREET PEMBROKE PINES Florida 33029 County: BROWARD License Mailing: 19737 SW 14TH STREET PEMBROKE PINES FL 33029 County: BROWARD LicenseLocation: License Information License Type: Standard Plans Examiner Rank: Plans Examiner License Number: PX2097 Status: Current,Active Licensure Date: 08/08/2002 Expires: 11/30/2011 Special Qualifications Qualification Effective Electrical 08/08/2002	Licensee Details Licensee Information Name: TORNESE, COSMO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Building Code Administrator Rank: Building Code A License Number: BU284 Status: Current,Active Licensure Date: 03/23/1994 Expires: 11/30/2011 Special Qualifications Qualification Effective Standard

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: 2358 Deer Creek Trail
DEERFIELD Florida 334420000
County: BROWARD
License Mailing:

LicenseLocation: 2358 DEER CREEK TRAIL
DEERFIELD BEACH FL 334420000
County: BROWARD

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 15701
Status: Current,Active
Licensure Date: 06/18/1998
Expires: 02/28/2013

Special Qualifications Qualification Effective
Building Code Core
Course Credit

[View Related License Information](#)

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN739
Status: Current,Active
Licensure Date: 03/23/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX347
Status: Current,Active
Licensure Date: 03/23/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

Licensee Details

Licensee Information

Name: HARKINS, TERRY G (Primary Name)
(DBA Name)
Main Address: 11360 N.W. 27TH CT
PLANTATION Florida 33323
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1252
Status: Current,Active
Licensure Date: 05/05/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: **HARKINS, TERRY G (Primary Name)**
(DBA Name)
Main Address: **11360 N.W. 27TH CT**
PLANTATION Florida 33323
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX551**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation:

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU1359**
Status: **Current,Active**
Licensure Date: **12/24/2003**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Modular 1&2 **04/22/2002**

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN2186**
Status: **Current,Active**
Licensure Date: **06/17/1995**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX1394**
Status: **Current,Active**
Licensure Date: **04/03/1998**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: NEMES, FRANK (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN4143
Status: Current,Active
Licensure Date: 08/13/2001
Expires: 11/30/2011

Special Qualifications Building Qualification Effective

[View Related License Information](#)

Licensee Details

Licensee Information

Name: NEMES, FRANK (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2063
Status: Current,Active
Licensure Date: 05/22/2002
Expires: 11/30/2011

Special Qualifications Building Qualification Effective
05/22/2002

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: TRAUTMAN, ROBERT LEE (Primary Name)
(DBA Name)
Main Address: 9460 TANGERINE PLACE, #6-110
DAVIE Florida 33324
County: BROWARD

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN3210
Status: Current,Active
Licensure Date: 04/03/1998
Expires: 11/30/2011

Special Qualifications Building Qualification Effective

Licensee Details

Licensee Information

Name: TRAUTMAN, ROBERT LEE (Primary Name)
(DBA Name)
Main Address: 9460 TANGERINE PLACE, #6-110
DAVIE Florida 33324
County: BROWARD

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2606
Status: Current,Active
Licensure Date: 12/13/2005
Expires: 11/30/2011

Special Qualifications Building Qualification Effective
12/13/2005

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE** (Primary Name)
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU406**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Standard

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE** (Primary Name)
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN1274**
Status: **Current,Active**
Licensure Date: **05/11/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE** (Primary Name)
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX516**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

Licensee Details

Licensee Information

Name: **VALDIVIA, JUAN JORGE** (Primary Name)
(DBA Name)
Main Address: **1075 SW 66 AVE**
PEMBROKE PINES Florida 33023
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN3285**
Status: **Current,Active**
Licensure Date: **06/22/1998**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: CREWS, JOSEPH WILLIAM (Primary Name)
(DBA Name)
Main Address: 408 SE 9TH STREET #3
FT. LAUDERDALE Florida 33316
County: BROWARD
License Mailing: 408 SE 9TH STREET #3
FT. LAUDERDALE FL 33316
County: BROWARD
LicenseLocation:

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN5494
Status: Current,Active
Licensure Date: 09/29/2006
Expires: 11/30/2011
Special Qualifications Building Qualification Effective
09/29/2006

Licensee Details

Licensee Information

Name: CREWS, JOSEPH WILLIAM (Primary Name)
(DBA Name)
Main Address: 408 SE 9TH STREET #3
FT. LAUDERDALE Florida 33316
County: BROWARD
License Mailing: 408 SE 9TH STREET #3
FT. LAUDERDALE FL 33316
County: BROWARD
LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2829
Status: Current,Active
Licensure Date: 01/08/2007
Expires: 11/30/2011
Special Qualifications Building Qualification Effective
01/08/2007

Licensee Details

Licensee Information

Name: ALVAREZ, REINER (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:
LicenseLocation:

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN5348
Status: Current,Active
Licensure Date: 05/09/2006
Expires: 11/30/2011
Special Qualifications Mechanical Qualification Effective
05/09/2006

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: ALVAREZ, REINER (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:
LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2842
Status: Current,Active
Licensure Date: 01/12/2007
Expires: 11/30/2011
Special Qualifications Mechanical Qualification Effective
01/12/2007

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: DIXON, WILLIAM CARLTON JR (Primary Name)
(DBA Name)
Main Address: 7011 COOLIDGE ST
HOLLYWOOD Florida 33024
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1117
Status: Current,Active
Licensure Date: 05/04/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Mechanical

[View Related License Information](#)

Licensee Details

Licensee Information

Name: DIXON, WILLIAM CARLTON JR (Primary Name)
(DBA Name)
Main Address: 7011 COOLIDGE ST
HOLLYWOOD Florida 33024
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX487
Status: Current,Active
Licensure Date: 05/04/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Mechanical

Licensee Details

Licensee Information

Name: CLARKE, ROBERT R (Primary Name)
(DBA Name)
Main Address: 4260 NW 24 ST
LAUDERHILL Florida 33313
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX38
Status: Current,Active
Licensure Date: 03/11/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Electrical

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: CLARKE, ROBERT R (Primary Name)
(DBA Name)
Main Address: 4260 NW 24 ST
LAUDERHILL Florida 33313
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN86
Status: Current,Active
Licensure Date: 03/11/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Commercial Electric
Residential Electric

Exhibit B to 2017 CAP Contract

Licensee Details Licensee Information Name: WITZEN, WALTER D (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: License Information License Type: Standard Inspector Rank: Inspector License Number: BN5824 Status: Current,Active Licensure Date: 06/13/2007 Expires: 11/30/2011 Special Qualifications Qualification Effective Electrical Inspector 06/13/2007 View Related License Information View License Complaint	Licensee Details Licensee Information Name: DIAZ, GREGORIO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: 398 LAKEVIEW DR UNIT 205 WESTON FL 33326 County: BROWARD LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN149 Status: Current,Active Licensure Date: 03/14/1994 Expires: 11/30/2011 Special Qualifications Qualification Effective Plumbing
Licensee Details Licensee Information Name: DIAZ, GREGORIO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: 398 LAKEVIEW DR UNIT 205 WESTON FL 33326 County: BROWARD LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Plans Examiner Rank: Plans Examiner License Number: PX1271 Status: Current,Active Licensure Date: 07/01/1997 Expires: 11/30/2011 Special Qualifications Qualification Effective Plumbing	Licensee Details Licensee Information Name: MCGANN, EDWARD PHILIP (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN3906 Status: Current,Active Licensure Date: 08/25/2000 Expires: 11/30/2011 Special Qualifications Qualification Effective Plumbing

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: MCGANN, EDWARD PHILIP (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX1938
Status: Current,Active
Licensure Date: 08/13/2001
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

Licensee Details

Licensee Information

Name: RILES, JOHNNIE OTIS (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1305
Status: Current,Active
Licensure Date: 05/11/1994
Expires: 11/30/2013

Special Qualifications Qualification Effective
Building

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: RILES, JOHNNIE OTIS (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX3325
Status: Current,Active
Licensure Date: 05/26/2010
Expires: 11/30/2013

Special Qualifications Qualification Effective
Building 05/26/2010

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: COLLINS, JAMES THOMAS (Primary Name)
(DBA Name)
Main Address: 1750 SW 37TH WAY
FORT LAUDERDALE Florida 33312
County: BROWARD

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN911
Status: Current,Active
Licensure Date: 04/20/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: COLLINS, JAMES THOMAS (Primary Name)
(DBA Name)
Main Address: 1750 SW 37TH WAY
FORT LAUDERDALE Florida 33312
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX983
Status: Current,Active
Licensure Date: 10/19/1995
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

[View License Complaint](#)

BORA CERTIFICATES

Exhibit B to 2017 CAP Contract

Broward County Board of Rules & Appeals Certification no: 403 Hereby certifies Cosmo Tornese is competent as BUILDING OFFICIAL For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. FBPE15701 BU 284 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 373 Hereby certifies Terry Harkins is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC1508636 BN1252 PX551 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 390 Hereby certifies Mervin F. Lunsford is competent as ASSISTANT BUILDING OFFICIAL For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CGC038447 BU 1339 BN 2186 PX 1394 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 243 Hereby certifies Frank Nemes is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC0612A-X BN4193 PX2063 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 493 Hereby certifies Robert L. Trautman is competent as CHIEF STRUCTURAL INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CGC54826 BN3210 PX2606 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 369 Hereby certifies Neil W. Wink is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC019386 BU 406 BN1274 PX516 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 361 Hereby certifies Joseph W. Crews is competent as STRUCTURAL INSPECTOR License Numbers: Building Official, please see reverse side. CGC005845 BN3494 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 219 Hereby certifies Juan J. Valdivia is competent as STRUCTURAL INSPECTOR License Numbers: Building Official, please see reverse side. CGC056895 BN3285 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 358 Hereby certifies Renier Alvarez is competent as MECHANICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CMM13881 CMU11657 BN5348 PX2842 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 365 Hereby certifies William Dixon is competent as MECHANICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CAC020195 BN1417 PX487 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 368 Hereby certifies David Tringo is competent as ELECTRICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. EC13002239 97CME1733X BN4465 PX2097 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 597 Hereby certifies Robert R. Clarke is competent as ELECTRICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. EC2364 BU808 BN86 PX38 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 555 Hereby certifies Walter D. Whizen is competent as ELECTRICAL INSPECTOR License Numbers: Building Official, please see reverse side. BN5824 ER0013711 93CME1454X Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 567 Hereby certifies Gregorio Diaz is competent as CHIEF PLUMBING INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CFC1425674 BN149 PX1271 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 554 Hereby certifies Edward P. McGann is competent as PLUMBING PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CFCF57406 BN3906 PX1238 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 613 Hereby certifies Johnnie O. Riles is competent as CHIEF STRUCTURAL INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. BN1305 89-CGC1241A PX3325 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 360 Hereby certifies James T. Collins, Jr. is competent as PLUMBING PLANS EXAMINER License Numbers: Building Official, please see reverse side. BN911 PX983 CFC057952 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	

FORM A

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP FORM A

Proposer: C.A.P. Government, Inc

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

- 1.1. The correct and full legal name of the Proposer is:

C.A.P. Government, Inc.

- 1.2. The business is a **Corporation**.

- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Carlos A. Penin, PE, President

2. Please describe your company in detail.

C.A.P. Government, Inc. (CAP) was established in 1989 by Mr. Carlos A. Penin PE and specializes in providing building department services exclusively to the government sector. Over the last 22 years, the firm has maintained a noteworthy track record for their professional management of all phases of the building and permitting process. In 1992, the firm introduced the outsourcing model to south Florida and engaged in successfully transitioning existing departments to the outsourced method. CAP's pioneering efforts dramatically improved the efficiency of existing departments and aided in the creation of entirely new building departments in various cities and towns. CAP employs over 70 employees in various offices throughout South Florida and is recognized as the leading provider of Building Department services.

3. The address of the principal place of business is:

Miami-Dade County Headquarters:

8350 Northwest 52 Terrace, Suite 209, Doral, Florida 33166

Broward County Office:

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

3265 Meridian Parkway, Suite 100, Weston, Florida 33331

4. Company telephone number, fax number and e-mail addresses:

T: 305.448.1711 F: 305.448.1712 E: cap@capfla.com

5. Number of employees:

70

1. Name of employees to be assigned to this Project:

Carlos A. Penin, PE
David Tringo
Mervin Lunsford
Johnnie Riles
Neil Wink
Terry Harkins
Mervin Lunsford
Frank Nemes
Robert Trautman
Juan Valdivia
Joseph Crews
Reiner Alvarez
William Dixon
Robert Clarke
David Tringo
Walter Witzen
Mike Collins
Gregorio Diaz
Edward McGann

2. Company identification numbers for the Internal Revenue Service:

65-0121597

3. Provide Broward County occupational license number, if applicable, and expiration date:
N/A

4. How many years has your organization been in business? Does your organization have a specialty?

C.A.P. Government, Inc. is a Florida Corporation established on April 10, 1989.

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

The firm specialized in providing building department services exclusively to government entities.

5. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

The nature of the firm's services are such that projects are not necessarily completed. Our contracts are new or have been renewed continuously either by extension or a new procurement process.

City of Weston:

CAP provides full-service building department services including the provision of plans review and inspections services. CAP also serves as the Building Official for the City of Weston and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. Operational responsibilities include but are not limited to scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

Reference:

John Flint, City Manager
954.385.2000

Contract Cost

Approximately \$1.5 million (Compensation is based on a percent of revenue)

Town of Southwest Ranches

CAP has been providing full-service building department services including the provision of plans review and inspections services to the Town for the last five years. CAP also serves as the Building Official for the Town of Southwest Ranches and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. The purpose of building code services is to ensure compliance with the FBC, Broward County Edition, which regulates all building construction activities within the Town of Southwest Ranches.

Reference:

Bert Wrains, Town Administrator
954.434.0008

Contract Cost

Approximately \$700,000 (Compensation is based on a percent of revenue)

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

City of Aventura

CAP's longstanding relationship with the City began in 1996. Today, CAP has been providing the City with full services plans review and inspection services for more than 15 years. In addition to serving as the Building Official for the City, CAP is also responsible for building plans review, issuance of building permits, inspections during construction, Certificates of Occupancy, and building code enforcement. CAP is also charged with managing the daily operations of the department and ensuring that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the City's residents, stakeholders, staff, and elected officials and continues to work closely with each involved party to verify that the department is providing quality and efficient services.

Reference:

Erik Soroka, City Manager
305.466.8910

Contract Cost

Approximately \$1.1 million (Compensation is based on a percent of revenue)

6. Have you ever failed to complete any work awarded to you? If so, where and why?
- No.
7. Provide the following information concerning all contracts for plans review and/or building inspection services **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Building Dept Services	City of Weston	% of Revenue	2015	Ongoing
Building Dept Services	Town of Southwest Ranches	% of Revenue	2012	Ongoing
Expedited and Emergency Building Dept Services	City of Fort Lauderdale	Hourly Contract	2012	Ongoing
Building Dept Services	City of Wilton Manors	% of Revenue	2013	Ongoing

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Building Dept Services	City of Lauderhill	Hourly contract	2013	Ongoing
Building Dept Services	City of South Bay	Hourly contract	2013	Ongoing
Building Dept Services	City of Aventura	% of Revenue	2012	Ongoing
Building Dept Services	Town of Cutler Bay	% of Revenue	2012	Ongoing
Building Dept Services	Village of El Portal	% of Revenue	2012	Ongoing
Building Dept Services	City of North Miami Beach	Hourly Contract	2012	Ongoing
Building Dept Services	City of Miami Beach	Hourly Contract	2012	Ongoing
Building Dept Services	Florida International University	Work order Driven	2012	Ongoing
Building Dept Services	Florida Atlantic University	Work order Driven	2012	Ongoing
Building Dept Services	Miami Dade College	Hourly and Work Order Driven	2012	Ongoing
Building Dept Services	Miami Dade County Public Schools	Work Order Driven	2012	Ongoing

8. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



Exhibit B to 2017 CAP Contract

EXPERIENCE

For more than 22 years, C.A.P. Government, Inc. (CAP) has provided building department services to local municipalities and educational organizations. Our efforts have established CAP as an industry leader in the provision of these services. Several examples of CAP projects that are similar in scope to this contract include:

- City of Weston
- Town of Southwest Ranches
- City of Fort Lauderdale
- Town of Cutler Bay
- City of Aventura
- Village of El Portal
- City of Miami Beach

Many of CAP's clients are repeat customers whose contracts have been active for at least five years, with some lasting as long as 15 years such as the City of Aventura.

Our team is qualified to administer professional building code services per Chapter 553 and 468, Part XII of the Florida Statutes, the Florida Building Code (FBC), Chapter 8 of Fort Lauderdale-Broward County, Cities Municipal Code of Ordinances, and all relevant laws and codes. Additionally, employees are certified by the State of Florida Code Administrators and Inspection Board, the State of Florida Board of Professional Engineers, and the Broward County Board of Rules and Appeals (BORA). As a safeguard, all CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy. We certify that no person assigned to Town work has been convicted of any felony or misdemeanor involving moral turpitude.

The following pages provide detailed descriptions of specialized experience with similar projects, demonstrate the quality of our past performance, and provide evidence of successful professional services. Each of the listed projects has been primarily supported by our proposed team.

CITY OF WESTON

CAP provides full-service building department services including plans review and inspections services. CAP also

Relevance

- Full service
- Active contract

serves as the Building Official for the City of Weston and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. Operational responsibilities include but are not limited to scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

Accomplishments

- 3.0 ISO Evaluation Rating
- Successful transition from Broward County Services

TOWN OF SOUTHWEST RANCHES



Relevance

- Full service
- Active contract

CAP has been providing full-service building department services including plans review and inspections services to the Town for the last five years. CAP also serves as the Building Official for the Town of Southwest Ranches and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. The purpose of building code services is to ensure compliance with the FBC, Broward County Edition, which regulates all building construction activities within the Town of Southwest Ranches.

Accomplishments

- 3.0 ISO Evaluation Rating
- Successful transition from Broward County Services

CITY OF FORT LAUDERDALE

Relevance

- Plans Review
- Inspections
- Active contract

Over the last four years, CAP has been continuously selected to provide expedited plans review services for building/structural, roofing, electrical, mechanical, plumbing, landscaping, zoning, and engineering for the City. Most recently, CAP was selected to provide emergency plans review and emergency inspection services. CAP's contracts with the City require that our staff commit to meeting established service thresholds as well as being available on an as-needed basis.

Exhibit B to 2017 CAP Contract

Accomplishments

- 3.0 ISO Evaluation Rating
- Successive Contract Renewals

TOWN OF CUTLER BAY



Relevance

- Full service
- Active contract

Since 2005, the Town of Cutler Bay has had an active contract with CAP for full-service building and permitting activities. Responsibilities include building plans review, issuance of building permits, inspections during construction, issuance of Certificates of Occupancy, and building code enforcement. In

addition to the technical services provided, CAP also serves as the Building Official for the Town and is involved in the management of the day-to-day operations of the building department including providing, managing, and training permit clerks; ensuring that all plans review and inspection requests are handled in a timely basis and per the established service thresholds; ensuring that customer service standards are adhered to; maintaining an organized filing system; and working with City administration as needed on department related policies and procedures.

Accomplishments

- Successive Contract Renewals

CITY OF AVENTURA

Relevance

- Full service
- Active contract

CAP's long-standing relationship with the City began in 1996. Today, CAP has been providing the City with full service

plans review and inspection services for more than 15 years. In addition to serving as the Building Official for the City, CAP is also responsible for building plans review, issuance of building permits, inspections during construction, Certificates of Occupancy, and building code enforcement. CAP is also charged with managing the daily operations of the department and ensuring that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the City's residents, stakeholders, staff, and elected officials and continues to work closely with each involved party to verify that the department is providing quality and efficient services.

Accomplishments

- Successive Contract Renewals

CITY OF MIAMI BEACH



Relevance

- Plans Review
- Inspections
- Active contract

alternate methods, procedures, materials, and products; and other related work required by the department director.

Accomplishments

- Successive Contract Renewals

SUMMARY OF CONTRACTS

Exhibit B to 2017 CAP Contract

Client	Address	Community Information	Client Reference	Term of Service	Services Provided	Contract Details
City of Aventura	19200 W. Country Club Drive, Suite 500 Aventura, Florida 33180	Sq. Mi.: 3-5 Population: 29,475	Eric M. Soroka 305.466.8910	1996-Present	Building official, plans review, and inspections	Price: \$1.1 million Term: 5 years Method: % of revenue FTEs Assigned: 3
City of Fort Lauderdale	700 NW 19 Avenue Fort Lauderdale, Florida 33311	Sq. Mi.: 33 Population: 180,000	Kathye Reilly 954-.828.4990	2007-Present	Expedited and emergency plans review and inspections	Price: \$250,000 Term: 2 years Method: Flat fee per application FTEs Assigned: As-needed
Town of Cutler Bay	10720 Caribbean Boulevard Cutler Bay, Florida 33189	Sq. Mi.: 4-9 Population: 24,781	Steve J. Alexander 305.234.4262	2005-Present	Full building department services	Price: \$500,000 Term: 2 years Method: % of revenue FTEs Assigned: 5
Village of El Portal	500 NE 87 ST El Portal, Florida 33138	Sq. Mi.: 0.4 Population: 2,427	Jason Walker 305.795.7880	2005-Present	Building official, plans review, and inspections	Price \$27,000 Term: 2 year contract Method: % of revenue FTEs Assigned: 3
City of Weston	2700 S Commerce Parkway, #103 Weston, Florida 33331	Sq. Mi.: 26.28 Population: 65,793	John Flint 954.385.2000	2005-Present	Building official, plans review, and inspections	Price: \$1.5 million Term: 5 years Method: % of revenue FTEs Assigned: 2
Town of Southwest Ranches	6589 SW 160 Avenue Southwest Ranches, Florida 33331	Sq. Mi.: 13 Population: 7,342	Bert Wraives 954.434.0008	2006-Present	Building official, plans review, and inspections	Price: \$700,000 Term: 3 years Method: % of revenue FTEs Assigned: 2
Miami-Dade College	11011 SW 104 Street Miami, Florida 33176	8 Campuses and 21 Outreach Centers	Patrick Rebull, PE 305.237.2425	2003-2009	Plans review and inspections	Price: \$75,000 Term: 3 years Method: Hourly and work order FTEs Assigned: As-needed
Florida International University	11555 SW 17th Street CSC-113 University Park Miami, Florida 33199	2 Main Campuses and Various Branches	Francisco Quintana 305.348.4085	2007-Present	Plans review and inspections	Price: \$300,000 Term: 3 years Method: Work order FTEs Assigned: 4
Miami-Dade County School Board	12525 NW 28 Avenue, Suite 51 Miami, Florida 33167	415 Schools	Harry Munoz 305.995.4780	2006-Present	Plans review and inspections	Price: \$99,944 Term: 4 years Method: Percentage of construction cost FTEs Assigned: As-needed

REFERENCES

Exhibit B to 2017 CAP Contract



Eric M. Hersh
Mayor

Mercedes G. Henriksson
Commissioner

Angel M. Gomez
Commissioner

Toby Feuer
Commissioner

Jim Norton
Commissioner

John R. Flint
City Manager/CEO

23 May 2011

Ms. Louise Stilson
City Clerk
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, FL 33004

**Re: City of Dania Beach Building Department Services
RFP No. 11-006**

Dear Ms. Stilson:

The purpose of this correspondence is in response to a reference request from C.A.P. Government, Inc., ("CAP") as a part of its submittal for the City of Dania Beach Building Department Services RFP No. 11-006.

CAP administers the Florida Building Code on behalf of the City of Weston (the "City") under an agreement, and has been doing so since July 2005. The scope of the work includes plan review and inspection services, and services during a declared local state of emergency.

CAP has, and continues to date to satisfactorily fulfill its obligations under its agreement with the City.

Sincerely,

THE CITY OF WESTON

John R. Flint
City Manager/CEO

48952v1

The Nation's Premier Municipal CorporationSM

17200 Royal Palm Boulevard ■ Weston, Florida 33326 ■ Phone: 954-385-2000 ■ Fax: 954-385-2010 ■ www.westonfl.org

Exhibit B to 2017 CAP Contract



CITY OF PARKLAND

6600 University Drive
Parkland, Florida 33067
Office (954) 753-5040 • Fax: (954) 341-5161
www.cityofparkland.org

May 23, 2011

Re: C.A.P. Government, Inc. Letter of Recommendation

To Whom It May Concern:

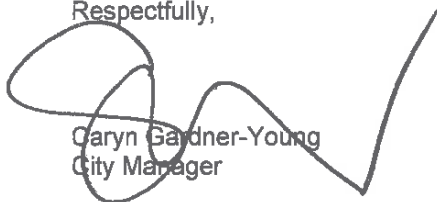
The City of Parkland ("City") previously contracted with CAP Government ("CAP") to provide consulting services to improve, to make more efficient and to implement better customer service within the City's Building Department. CAP's Project Manager was Cosmo Tornese. Cosmo's unique combination of government experience and private sector knowledge allowed him to contribute to the City in ways that others could not. Cosmo provided solid documentation of his findings and solid counsel and his advice to the City allowed changes to be made that were readily accepted by staff.

The service included:

- Analysis of cost versus revenue
- Recommendation to improve customer service that included modifications to the counter procedures
- Study the existing system and provide measures to improve the plan review and inspections programs
- Review and make recommendations to amend the fee schedule of the Building Department

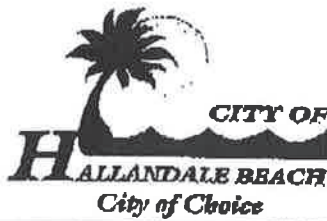
On behalf of the City of Parkland, I wish to express our gratitude and commend the quality of the services provided by the CAP team and it is always a pleasure to work with dedicated professionals.

Respectfully,



Caryn Gardner-Young
City Manager

Exhibit B to 2017 CAP Contract



City of Hallandale Beach

Mark Antonio
City Manager

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

City Mgr. Fax: (954) 457-1454

May 20, 2011

Re: C.A.P. Government, Inc. Letter of Recommendation

C.A.P. Government, Inc. (CAP) entered into a contract with the City of Hallandale Beach to provide building department consulting services to improve efficiency and customer service. Using his skills, knowledge, and experience Mr. Cosmo Tornese, PE served as the lead individual responsible for providing the following services to the City:

- Reviewed fees, revenue, and expenses
- Analyzed and amended department fee schedule to increase revenue
- Made recommendations to improve customer service by modifying procedures at the front counter
- Studied the existing system and provided measures to improve the plans review and inspections process

On behalf of the City of Hallandale Beach, I wish to express our gratitude and commend the quality of services provided by the CAP team. Their recommendations were readily accepted by City staff and the public. It is always a pleasure to work with dedicated professionals.

Sincerely,

Mark Antonio
City Manager

Exhibit B to 2017 CAP Contract

City Hall (561) 996-6751
(561) 996-6752

Police
Department (561) 996-6511

City of South Bay

335 S. W. 2ND AVENUE
South Bay, Florida 33493

May 26, 2011

To whom it may concern:

I am pleased to have this opportunity to recommend the services of C.A.P. Government, Inc. (CAP). For the past year, CAP has provided an extraordinary high level of building services to the City of South Bay, Florida including plans review and inspection. The City entered into a partnership with CAP to provide technical services related to building, electrical, mechanical and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statue 468, Part XIII and Florida Building Code, Chapter 18 and Chapter 34 and any other applicable Chapter of the City of South Bay's Municipal Code of Ordinances.

It is without reservation that I recommend the services of C.A.P. Government.

Sincerely,



Arthur W. Anderson, Ph.D.

Assistant City Manager

FORM B

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP Form B

Proposer: C.A.P. Government, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact John Flint
Title of Contact City Manager, Town of Weston
Telephone Number: 954.385.2000 Fax Number 954.385.2010
2. Name of Contact Kathey Reily
Title of Contact Building Department Coordinator, City of Fort Lauderdale
Telephone Number: 954.828.4990 Fax Number 954.828.6330
3. Name of Contact Erik Soroka
Title of Contact City Manager, City of Aventura
Telephone Number: 305.466.8910 Fax Number 305.466.8919
4. Name of Contact Bert Wrains
Title of Contact Town Administrator, Bert Wrains
Telephone Number: 954.434.0008 Fax Number 954.434.1490



Exhibit B to 2017 CAP Contract

PROVIDING SERVICES

APPROACH

C.A.P. Government, Inc. (CAP) understands that the first steps towards improving the Town's building department services involve evaluating the existing operational structure, identifying efficiencies, reviewing the fee schedule, and implementing a transition plan. To best prepare for the continuity of operations within the Town during the transition, our team must fully understand the current resources available and how best to integrate our team within the existing framework. Most recently, the Town of Wilton Manors selected CAP as the provider of choice to transition their building department from contractual services with Broward County. We also facilitated a seamless transition from County services in the City of Weston and various other municipalities.

The CAP team will work closely with Town staff throughout the transition phase and term of our contract. We understand that the Town requires a firm with extensive experience providing plans review and building inspection services and are prepared to provide plans review and inspection services using our proven methodology. CAP commits to:

- Leading the Town through this process with proven expertise and an intimate knowledge of best practices.
- Actively facilitating the entire transition process.
- Providing staff to work at the Town's municipal facilities during normal business hours or as may be altered by mutual agreement.
- Monitoring the review and inspection process to ensure that prescribed performance standards are met.
- Providing all necessary equipment to perform the required services including vehicles, uniforms, cell phones, and computers.

The following process outlines the proposed approach and methodology to comply with the scope of work. As a private enterprise, CAP has the flexibility to increase or decrease staffing levels to meet project demands.

PROCESS PERMIT APPLICATIONS

CAP will process all permit applications. Requests for plans review submitted to CAP by the Town via e-mail before the end of the day will be placed on the reviewer's schedule for the following day.

REVIEW PLANS FOR PERMITTING

CAP will review all applications for compliance with the Town's submittal requirements including verifying contractor licensing and insurance as well as obtaining other necessary agency approvals. Staff will then prepare and route the application to obtain the necessary technical reviews by the appropriate staff for compliance and regulatory review and comments. The technical review process will begin no later than one business day after the submittal of a completed application and recording of same.

ISSUE AND MONITOR PERMITS

A building permit will be issued once CAP staff have reviewed and processed construction plans and it is determined that the permit application and supporting documentation is in compliance with all codes.

We will monitor the status of all permits and use the Town's Special Magistrate to adjudicate expired permits.

INSPECT PERMITTED JOBSITES

Clerical staff will distribute all inspection requests made either by telephone, in person, fax, or electronically and notify the appropriate inspector.

Inspectors will perform inspections of permitted construction within Town limits to ensure compliance with applicable building codes, Town codes and ordinances, and permitted plans and specifications. The inspection will be performed within one business day of receipt the request.

CAP's inspectors will also conduct inspections and enforce the Broward County 40-year building safety inspection program and use the Town's Special Magistrate to adjudicate violations.

ENFORCE REQUIREMENTS OF CODE

Inspectors, during their regularly scheduled inspections, will monitor the Town for possible building code violations. Upon receipt of a complaint or a request, inspectors will also investigate possible building code violations. In addition, our staff will issue Certificates of Occupancy (CO) and issue Certificates of Completion (CC), as appropriate, as a final step in determining compliance with the Florida Building Code. An application for CO/CC has been developed

Exhibit B to 2017 CAP Contract

for this purpose. Once work has been completed, all inspections have been made, and all requirements have been met, the owner will apply for a CO or CC. The clerical staff will verify compliance with the documents and the Building Official will issue the appropriate certificate.

SUBMIT MONTHLY REPORTS TO TOWN

CAP will prepare monthly reports for submittal to the Town to track the number of permit applications submitted, number of permits approved including the average number of days between permit application and permit approval, inspections, number and type of inspections, number of building permits issued for construction projects in excess of \$100,000, outcomes, investigations of complaints, and other reports as may be required by the Town.

CAP will also submit a monthly report to reconcile all revenues collected with the Town's Finance Department.

In addition to the Town, CAP may maintain records of:

- All plans submitted for permits including the date and time of submittal
- Duration to complete technical review
- Dates plans were picked up from the department
- Permits issued and not issued
- Inquiries made to department
- Phone calls received and returned
- Inspection requests including the date and time of request
- Date and time inspections were performed
- Results of inspections
- Complaints
- Results of complaints
- Applications for CO/CC
- Cases going to boards and their outcome
- All other building department activities

CAP will submit a report to the Town on a monthly basis. These reports will also be used to adjust the department's staffing needs, if necessary.

PROCESS, STORE, AND ARCHIVE FILES

Working with the Town, we will adhere to the operations currently in-place. Our experience includes maintaining working files on-site with storage and archiving of permit files maintained electronically through a Town-approved vendor.

REPRESENTATION OF THE TOWN

CAP is prepared to act as the Town's representative and attend meetings as requested. CAP will prepare and represent the Town in all cases presented to the various boards, in conjunction with the Town Attorney.

COLLABORATION WITH CLIENTS

CAP will consult with architects, engineers, and contractors for building code guidance on large projects.

CAP will also consult with building code experts from the state; county; cities; and other architects, engineers, and contractors on questionable matters concerning the building code. This may be applicable for all projects, but especially for large ones.

Our staff is prepared to meet with architects, engineers, homeowners, contractors and other permit holders, when requested, to discuss any questions, problems, or concerns on plans or permits.

CAP will also provide assistance to architects/engineers, homeowners, contractors, and other permit applicants and permit holders on building permitting and inspection issues. The entire staff will make themselves available to assist and provide information on building permitting and inspection issues.

EMERGENCY SERVICES

CAP will be available for all type of building code related emergencies on a 24-hour basis. Mr. Tringo will be assigned as the Project Manager and will be the Town's primary point of contact during a declared emergency.

DAMAGE ASSESSMENT SERVICES

Our inspection team will conduct inspections and prepare damage assessment reports for emergencies and natural disasters. CAP has first-hand experience having performed damage assessments after Hurricanes Andrew in 1992; Charlie, Frances, and Jeanne in 2004; and Wilma and Katrina in 2005.

JOBSITE DISASTER PREPARATION

All permits issued will include the requirements for job site hurricane precautions. When determined by the National Hurricane Center (NHC) that there is the possibility of a hurricane, inspectors will notify permit holders of these requirements.

Exhibit B to 2017 CAP Contract

This service is triggered upon notification by the NHC that the Town is under a Hurricane Watch. Our inspectors will return once the warnings have been lifted to survey the damage, if any.

FEMA COMPLIANCE

CAP will review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. We will monitor all work to ensure compliance with the requirements for state and federal funding and for state or federal reimbursement. CAP staff is also FEMA NIMS certified.

AUTOMATION, SUPPORT, AND SOFTWARE

CAP will provide and enter data into a software application that processes; tracks and monitors permit, plan review, and inspection activity; contains plan review comments and approvals; schedules pending and daily inspections; and records date of C.O. CAP will provide updates in real time and all data shall be the property of the Town. The Town shall be provided with the capability of viewing information in the software application. CAP understands that it is responsible for all costs associated with providing, maintaining, and updating the software application and will work with the Town to select an acceptable software program.

CAP has been using CitizenServ as their software supplier over the last three years. Under our guidance, the Town of Southwest Ranches successfully installed this software and has been satisfied with the results. Most recently, we also assisted with the implementation of this program at the City of Wilton Manors.

VERIFY NOTICE OF COMMENCEMENT

During the first inspection, staff will verify that the Notice of Commencement has been properly filed with the Clerk of Courts.

INTERDEPARTMENTAL COORDINATION

CAP will coordinate with the Town's Planning Staff or Town's outsourced consultants, including without limitation, the Development Review Committee, the Town's Fire Marshall and the Town's Code Enforcement Officers.

INTERAGENCY COORDINATION

We will coordinate activities with County Boards and Agencies, including without limitation, the Broward County Board of Rules and Appeals, and the Florida Building Commission, such as when the Building Official has deemed a structure unsafe. Provide services with

regard to Unsafe Buildings as described in the FBC, inspect, post and record violations, and conduct public hearings and support the Unsafe Structures Board.

INQUIRIES AND COMPLAINTS

Staff will receive all inquiries made via phone, fax, e-mail, or in person. They will, if possible, immediately provide answers or provide direction to address these inquiries. If it is not possible to immediately address these inquiries, they will be directed to the appropriate staff who will address them within 24 hours. More complex issues will be returned within 48 hours.

PERMIT COUNTER

CAP will assign one full-time technician and one backup person so as to have full coverage of the front counter at all times. Staff will answer incoming calls, assist individuals who physically come to the office, and provide general services for all related inquiries.

CUSTOMER SERVICES REQUIREMENTS

CAP's staff will follow established and proven customer service standards which include the immediate greeting of customers, professional telephone manners, and properly addressing the public's concerns.

CAP may establish an extended work schedule, to include evening and/or weekend service, as the need arises to address emergency services, perform code compliance sweeps, enforce building code issues, or respond to similar situations.

In an effort to improve customer service, CAP will assist and participate in the development a series of forms, brochures, and citizen meetings to:

- Gather constructive feedback from customers (via customer evaluation forms)
- Develop a complaints system that will allow us to keep parties informed and keep track of actions
- Inform customers of the permit application process and requirements
- Inform owners (via brochure) on the importance of permits, licensed and insured contractors, and consequences of not following regulations including fines assessment
- Create seminars for the users of the permitting process to demonstrate how the system works and its explain the requirements. Target audience will include owners, contractors, designers, real estate industry, and other interested parties
- Coordinate functions between certified inspectors and certified code enforcement officers to maximize code compliance within the Town.

Exhibit B to 2017 CAP Contract

TRANSITION PLAN

CAP has extensive experience carrying out the transition process with little or no impact to our clients and all other stakeholders. We have participated in the successful transitions of ten municipal governments including established municipalities such as Aventura, Weston, and Southwest Ranches.

We understand that each municipal administration has unique needs and established methods of operation. CAP is committed to working closely with clients during the transition period to understand exactly what is expected from our staff, develop a systematic approach to meeting the needs of the department, and establish measurable goals to monitor our progress.

Our proposed transition plan will follow other successful municipal transitions. We propose to provide staff once the Town Commission, acting on the recommendations of the Selection Committee and the Town Manager, has deemed CAP the successful proposer. The first step involves hosting a kick-off meeting to discuss the anticipated timeline for the transition and identify the steps necessary to ensure a smooth transfer of responsibility.

Our staff will begin to coordinate immediately with the Building Department Director on the day-to-day activities while becoming familiar with the current working environment and more importantly the customers. We will also become familiar with IT operations including software, scanning equipment, and computer hardware. At the Town's request, we may also use this transition period to interview current Town employees that might be hired by our firm. This will be coordinated with the Town and Human Resource Department.

Once the Notice to Proceed is issued, that becomes our day one. We will become fully responsible for the entire operation under the terms and conditions of the RFP. We propose to be compensated at an hourly rate for continuing to process (plan reviews and inspections) all open permits previously issued by the Town. The details of compensation for new permit applications are discussed in the fees section of this submittal.

Our proposed staffing plan consists of the use of our existing staff since they are familiar with Broward County—some whom have worked within the Town while previously employed by Broward County. This eliminates the need for additional training or familiarization with the Building Code in Broward County.

Furthermore, our staff's vehicles are identifiable, reliable, and equipped with a GPS system which will enable them to navigate the Town with minimal effort.

CAP is confident that we can manage the transition satisfactorily, even in the face of unforeseen circumstances, such as was the case at the City of Weston. Upon the commencement of our contract with the City, South Florida was struck by Hurricane Wilma which required our immediate attention. From the preparatory measures prior to the storm including site checks for safety and issuing notices to residents and business to the massive influx of storm related issues after the storm, CAP was prepared to serve the City, its residents, and business owners and was extremely responsive to the needs of the community. It is worth noting, that the seamless transition of responsibility coupled with properly executed coordination enabled us to perform our role with little to no impact or public awareness of the transfer—it was business as usual at the department.

We look forward to bringing CAP's proven track record to the Town and to create another success story in our history of serving municipalities as well as their citizens, stakeholders, staff, and elected officials.



Exhibit B to 2017 CAP Contract

COMPENSATION

Compensation for this contract is based on the sharing of gross revenues, a method that we have been working with successfully since 1992. C.A.P. Government, Inc. (CAP) is proposing to retain seventy-five (75%) percent of total monthly revenues and sharing the remaining twenty-five (25%) percent of revenues with the Town of Lauderdale-by-the-Sea (Town). This represents a twenty-five (25%) percent surcharge to the Town.

CAP understands this compensation package may be fully negotiated once the selection is completed based on quality and experience. CAP looks forward to the opportunity of discussing this compensation in further detail with the Town. This compensation package may be revisited semiannually and adjusted, if necessary, based on mutual agreement.

CAP proposes supplying staff with computers to provide building department services to the Town. CAP also understands that we are responsible for all costs associated with the selection, installation, and maintenance of the building department software. Further, CAP agrees to participate in negotiations with the Town to determine if we will use the Town's existing phone system. Should the Town's costs for phone services prove to be prohibitive, CAP will provide phone service to the department.

As per the RFP, CAP will collect, on the Town's behalf, all fees in accordance with the fee schedule provided and remit them to the Town, bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, CAP will submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by CAP in the prior month and show the calculation of CAP's compensation due from the Town.

CAP also understands that the Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with CAP to gain an understanding of the impact the pending changes in the fee structure will have on CAP's ability to continue to perform under the terms of the contract.

Should the Town decide to reduce the fees in the schedule to the extent that CAP can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and CAP may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission or CAP may give notice, as required by the terms of the contract, to terminate the contract.

Inspections performed outside of regular business hours will be compensated per the hourly rates established in the contract between the Town and CAP.

FORM C

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP Form C

Proposer: C.A.P. Government, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: C.A.P. Government, Inc.

Name of authorized representative of Proposer: Carlos A. Penin, PE, President

Proposed Fee Schedule For Services

Proposed Billing & Payment Schedule

Compensation for this contract is based on the sharing of gross revenues, a method that we have been working with successfully since 1992. C.A.P. Government, Inc. (CAP) is proposing to retain seventy-five (75%) percent of total monthly revenues and sharing the remaining twenty-five (25%) percent of revenues with the Town of Lauderdale-by-the-Sea (Town). This represents a twenty-five (25%) percent surcharge to the Town.

CAP understands this compensation package may be fully negotiated once the selection is completed based on quality and experience. CAP looks forward to the opportunity of discussing this compensation in further detail with the Town. This compensation package may be revisited semiannually and adjusted, if necessary, based on mutual agreement.

CAP proposes supplying staff with computers to provide building department services to the Town. CAP also understands that we are responsible for all costs associated with the selection, installation, and maintenance of the building department software. Further, CAP agrees to participate in negotiations with the Town to determine if we will use the Town's existing phone system. Should the Town's costs for phone services prove to be prohibitive, CAP will provide phone service to the department.

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

As per the RFP, CAP will collect, on the Town's behalf, all fees in accordance with the fee schedule provided and remit them to the Town, bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, CAP will submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by CAP in the prior month and show the calculation of CAP's compensation due from the Town.

CAP also understands that the Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with CAP to gain an understanding of the impact the pending changes in the fee structure will have on CAP's ability to continue to perform under the terms of the contract.

Should the Town decide to reduce the fees in the schedule to the extent that CAP can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and CAP may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission or CAP may give notice, as required by the terms of the contract, to terminate the contract.

Inspections performed outside of regular business hours will be compensated per the hourly rates established in the contract between the Town and CAP.

Additional Services.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Building Official	\$85.50
Structural Plans Reviewer	\$71.25
Structural Inspector	\$61.75
Electrical Plans Reviewer	\$71.25
Electrical Inspector	\$61.75
Mechanical Plans Reviewer	\$71.25
Mechanical Inspector	\$61.75
Plumbing Plans Examiner	\$71.25
Plumbing Inspector	\$61.75
Permit Technician	\$27.00

By: _____
Name: Carlos. A. Penin, PE, C.A.P. Government, Inc.
Title: President

Date: 11/10/11



Exhibit B to 2017 CAP Contract

ADDITIONAL INFORMATION

Per the RFP, this section includes the following items:

- Financial Statements
- Verification of Insurance
- Form D

FINANCIAL STATEMENTS



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Accountant's Compilation Report

Board of Directors
C.A.P. Government, Inc.
8350 NW 52nd Terrace
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc. (a Chapter S Corporation) as of December 31, 2010 and the related statements of income, retained earnings and cash flows for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and for presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and review services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

William T. Robinson
William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 23, 2011

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2010

Assets

Current Assets

Accounts Receivable (\$218,362)	
Less Allowance for Doubtful Accounts (127,024)	91,338
Employee Loan/Advances	3,120
Due From Shareholder	739,866
Due From Related Entity	429,339

Total \$1,263,663

Fixed Assets

Vehicles	\$ 14,587
Furniture and Fixtures	39,305
Software	42,905
Computer Equipment	65,719
Total	162,516
Less Accumulated Depreciation	(158,749)

Cost Less Accumulated Depreciation \$ 3,767

Other Assets

Security Deposits	32,972
-------------------	--------

Total Assets \$1,300,402

Liabilities and Stockholders Equity

Current Liabilities

Cash in Bank	\$ 36,589
Accounts Payable	945
Payroll Taxes Payable	560
Notes Payable- Current Portion	460,000

Total \$ 498,094

Other Liabilities

0

Total Liabilities \$ 498,094

Stockholders Equity

Capital Stock	500
Retained Earnings	801,808

Total 802,308

Total Liabilities and Stockholders Equity \$1,300,402

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc
Statement of Income and Retained Earnings for Year Ended December 31

		<u>2010</u>		<u>2009</u>	
		<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
<u>Income-</u>	Professional Fees	\$ 3,780,237	100.0	\$ 4,813,158	100.0
<u>Operating Expenses</u>					
	Associate Fees/Subconsultant	\$ 431,662	11.4	\$ 1,246,019	25.9
	Project Costs	416,741	11.0	257,712	5.4
	Payroll	1,967,817	52.0	2,265,531	46.9
	Taxes & Licenses	147,575	3.9	148,752	3.1
	Insurance	116,912	3.1	140,097	2.9
	Insurance (Group)	178,725	4.7	124,278	2.6
	Rent	79,296	2.1	72,436	1.5
	Professional Fees	54,405	1.5	34,968	0.7
	Vehicle Expense	51,350	1.4	74,107	1.5
	Telephone / Utilities	15,192	0.4	19,739	0.4
	Printing/Reproduction	2,767	0.1	3,345	0.1
	Contributions	2,450	0.1	4,705	0.1
	Office & Postage	17,623	0.5	11,364	0.2
	Data Processing	33,876	0.9	19,224	0.4
	Retirement Plan Expense	24,524	0.6	27,129	0.6
	Travel & Entertainment	13,720	0.4	11,546	0.2
	Depreciation	1,692	-	2,101	0.1
	Employee Welfare	2,558	0.1	2,650	0.1
	Dues & Subscriptions	7,781	0.2	164	-
	Professional Education (Credit)	(9,644)	(0.2)	(12,304)	(0.2)
	Bank Charges /Miscellaneous	706	-	1,641	-
	Marketing	3,997	0.1	9,939	0.2
	Bad Debts	122,589	3.2	2,435	0.1
	Payroll Service Fees	8,616	0.2	7,888	0.2
	<i>Total</i>	<u>\$ 3,692,930</u>	<u>97.7</u>	<u>\$ 4,475,466</u>	<u>93.0</u>
<u>Income From Operations</u>		<u>\$ 87,307</u>	<u>2.3</u>	<u>\$ 337,692</u>	<u>7.0</u>
<u>Other Income (Expense)</u>					
	Interest Income	2	-	11	-
	Interest Expense	(16,553)	(0.4)	(17,058)	(0.3)
	Gain Disposal Fixed Asset	-	-	463	-
	<i>Total</i>	<u>(16,551)</u>	<u>(0.4)</u>	<u>(16,584)</u>	<u>(0.3)</u>
<u>Net Income For Period</u>		<u>\$ 70,756</u>	<u>1.9</u>	<u>\$ 321,108</u>	<u>6.7</u>
<u>Retained Earnings 1/1</u>		<u>\$ 831,052</u>		<u>\$ 659,944</u>	
<u>Less "S" Distributions</u>		<u>(100,000)</u>		<u>(150,000)</u>	
<u>Retained Earnings 12/31</u>		<u>\$ 801,808</u>		<u>\$ 831,052</u>	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2010

Cash Flows From Operating Activities

Net Income	\$ 70,756
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	1,692
Changes in Assets and Liabilities	
Decrease in Accounts Receivable	353,166
Decrease in Prepaid Expenses	32,320
Increase in Security Deposits	(9,012)
Increase in Employee Advances	(3,120)
Decrease in Accounts Payable	(72,867)
Decrease in Accrued Expenses	(37,111)
Decrease in 401K Payable	(4,888)
Decrease Accrued Payroll	(23,104)
Increase in Payroll Taxes Payable	<u>560</u>

Net Cash Provided By Operating Activities \$ 308,392

Cash Flows From Investing Activities

Acquisition Fixed Asset	\$ <u>(2,808)</u>
-------------------------	-------------------

Net Cash Utilized By Investing Activities \$ (2,808)

Cash Flows From Financing Activities

Decrease Notes Payable	\$ (40,000)
Increase in Cash Overdraft	8,592
"S" Distributions	(100,000)
Increase Due from Related Entity	(174,176)

Net Cash Utilized By Financing Activities (305,584)

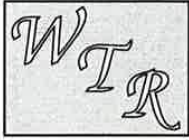
Net Increase in Cash None

Cash, January 1, 2010 None

Cash, December 31, 2010 None

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Board of Directors
C.A.P. Government, Inc
8350 NW 52nd Terrace, Suite 209
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc., as of December 31, 2009, and related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

A handwritten signature in blue ink that reads 'William T. Robinson'.

William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 10, 2010

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2009

Assets

Current Assets

Accounts Receivable (448,939)	
Less Allowance for Doubtful Accounts (4,435)	444,504
Prepaid Expenses	32,320
Due From Shareholder	739,866
Due From Related Entity	255,163

Total \$1,471,853

Fixed Assets

Vehicles	\$ 11,603
Furniture and Fixtures	39,305
Software	42,905
Computer Equipment	65,719
Total	159,532
Less Accumulated Depreciation	(156,881)

Cost Less Accumulated Depreciation \$ 2,651

Other Assets

Security Deposits	23,960
-------------------	--------

Total Assets \$1,498,464

Liabilities and Stockholders Equity

Current Liabilities

Cash Overdraft	\$ 27,997
Accounts Payable	73,812
Accrued Payroll	23,104
Accrued Expenses	37,111
401K Payable	4,888
Notes Payable- Current Portion	500,000

Total \$ 666,912

Other Liabilities

Total Liabilities \$ 666,912

Stockholders Equity

Capital Stock	500
Retained Earnings	831,052

Total 831,552

Total Liabilities and Stockholders Equity \$1,498,464

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc
Statement of Income and Retained Earnings for Year Ended December 31

	<u>2009</u>		<u>2008</u>	
	\$	%	\$	%
<u>Income-</u> Professional Fees	\$ 4,813,158	100.0	\$ 5,689,061	100.0
<u>Operating Expenses</u>				
Associate Fees/Subconsultant	\$ 1,246,019	25.9	\$ 702,183	12.3
Project Costs	257,712	5.4	74,262	1.3
Payroll	2,265,531	46.9	3,455,200	60.7
Taxes & Licenses	148,752	3.1	247,681	4.4
Insurance	140,097	2.9	101,480	1.8
Insurance (Group)	124,278	2.6	247,334	4.3
Rent	72,436	1.5	176,250	3.1
Professional Fees	34,968	0.7	52,140	0.9
Vehicle Expense	74,107	1.5	159,377	2.8
Telephone	19,739	0.4	59,364	1.0
Printing/Reproduction	3,345	0.1	5,048	0.1
Contributions	4,705	0.1	850	-
Office Postage	11,364	0.2	28,736	0.5
Data Processing	19,224	0.4	37,602	0.6
Retirement Plan Expense	27,129	0.6	37,825	0.6
Travel & Entertainment	11,546	0.2	21,375	0.4
Depreciation	2,101	0.1	31,699	0.6
Employee Welfare	2,650	0.1	2,645	-
Dues & Subscriptions	164	-	12,590	0.2
Professional Education (Credit)	(12,304)	(0.2)	(9,628)	0.1
Bank Charges /Miscellaneous	1,641	-	702	-
Marketing	9,939	0.2	5,145	0.1
Bad Debts	2,435	0.1	2,000	-
Payroll Service Fees	7,888	0.2		
<i>Total</i>	\$ 4,475,466	93.0	\$ 5,451,860	95.8
<u>Income From Operations</u>	\$ 337,692	7.0	\$ 237,201	4.2
<u>Other Income (Expense)</u>				
Interest Income	11	-	47	-
Interest Expense	(17,058)	(0.3)	(32,832)	(0.6)
Management Fee	-	-	171,159	3.0
Gain Disposal Fixed Asset	463	-	-	-
<u>Net Income For Period</u>	\$ 321,108	6.7	\$ 375,575	6.6
<u>Retained Earnings 1/1</u>	\$ 659,944		\$ 634,369	
<u>Less "S" Distributions</u>	(150,000)		(350,000)	
<u>Retained Earnings 12/31</u>	\$ 831,052		\$ 659,944	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2009

Cash Flows From Operating Activities

Net Income	\$ 321,108
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	2,101
Changes in Assets and Liabilities	
Increase in Accounts Receivable	(282,499)
Increase in Security Deposits	(8,450)
Increase in Accounts Payable	8,282
Decrease in 401K Payable	(1,062)
Increase in Accrued Expenses	18,011
Increase in Prepaid Expenses	(32,320)
Decrease Accrued Payroll	(4,017)

Net Cash Provided By Operating Activities \$ 21,154

Cash Flows From Investing Activities

Disposition Fixed Asset \$ 1,037

Net Cash Provided By Investing Activities \$ 1,037

Cash Flows From Financing Activities

Decrease Notes Payable	\$ (163,164)
Decrease in Cash Overdraft	(50,274)
"S" Distributions	(150,000)
Decrease Due from Related Entity	191,247
Decrease Due from Shareholder	<u>150,000</u>

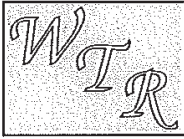
Net Cash Utilized By Financing Activities (22,191)

Net Increase in Cash \$ -

Cash, January 1, 2009 -

Cash, December 31, 2009 \$ -

See Accountants Compilation Report



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Board of Directors
C.A.P. Government, Inc
8350 NW 52nd Terrace, Suite 209
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc., as of December 31, 2008, and related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 26, 2009

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2008

Assets

Current Assets

Accounts Receivable (164,005)	
Less Allowance for Doubtful Accounts (2,000)	162,005
Due From Shareholder	889,866
Due From Related Entity	<u>446,410</u>

Total \$1,498,281

Fixed Assets

Vehicles	\$ 14,473
Furniture and Fixtures	47,133
Software	42,905
Computer Equipment	<u>65,719</u>
Total	170,230
Less Accumulated Depreciation	<u>(164,441)</u>

Cost Less Accumulated Depreciation \$ 5,789

Other Assets

Security Deposits	<u>15,510</u>
-------------------	---------------

Total Assets \$1,519,580

Liabilities and Stockholders Equity

Current Liabilities

Cash Overdraft	\$ 78,271
Accounts Payable	65,530
Accrued Payroll	27,121
Accrued Expenses	19,100
401K Payable	5,950
Notes Payable- Current Portion	<u>663,164</u>

Total \$ 859,136

Other Liabilities

Total Liabilities \$ 859,136

Stockholders Equity

Capital Stock	500
Retained Earnings	659,944

Total 660,444

Total Liabilities and Stockholders Equity \$1,519,580

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc Statement of Income and Retained Earnings for Year Ended December 31

		<u>2008</u>		<u>2007</u>	
		\$	%	\$	%
<u>Income-</u>	Professional Fees	<u>\$ 5,689,061</u>	100.0	<u>\$ 6,855,885</u>	100.0
<u>Operating Expenses</u>					
	Associate Fees/Subconsultant	\$ 702,183	12.3	\$ 215,673	3.1
	Project Costs	74,262	1.3	155,592	2.3
	Payroll	3,455,200	60.7	4,072,906	59.4
	Taxes & Licenses	247,681	4.4	277,830	4.0
	Insurance	101,480	1.8	367,132	5.4
	Insurance (Group)	247,334	4.3	381,186	5.6
	Rent	176,250	3.1	84,143	1.2
	Professional Fees	52,140	0.9	62,851	0.9
	Vehicle Expense	159,377	2.8	167,849	2.5
	Telephone/Utilities	59,364	1.0	79,027	1.1
	Printing/Reproduction	5,048	0.1	18,114	0.3
	Contributions	850	-	10,166	0.1
	Office Postage	28,736	0.5	17,295	0.3
	Data Processing	37,602	0.6	49,568	0.7
	Retirement Plan Expense	37,825	0.6	32,421	0.5
	Travel & Entertainment	21,375	0.4	33,845	0.5
	Depreciation	31,699	0.6	100,358	1.5
	Employee Welfare	2,645	-	2,912	-
	Dues & Subscriptions	12,590	0.2	5,007	0.1
	Professional Education	(9,628)	0.1	2,302	-
	Bank Charges /Miscellaneous	702	-	4,752	0.1
	Contract Office Labor	-	-	1,300	-
	Marketing	5,145	0.1	-	-
	Bad Debts	2,000	-	-	-
	<i>Total</i>	<u>\$ 5,451,860</u>	95.8	<u>\$ 6,142,229</u>	89.6
<u>Income From Operations</u>		<u>\$ 237,201</u>	4.2	<u>\$ 713,656</u>	10.4
<u>Other Income (Expense)</u>					
	Interest Income	47	-	6,954	0.1
	Interest Expense	(32,832)	(0.6)	(69,161)	(1.0)
	Management Fee	171,159	3.0	-	-
<u>Net Income For Period</u>		<u>375,575</u>	6.6	<u>651,449</u>	9.5
<u>Retained Earnings (Accumulated Deficit) 1/1</u>		\$ 634,369		\$ (17,080)	
<u>Less "S" Distributions</u>		(350,000)		0	
<u>Retained Earnings 12/31</u>		<u>\$ 659,944</u>		<u>\$ 634,369</u>	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2008

Cash Flows From Operating Activities

Net Income	\$ 375,575
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	31,699
Changes in Assets and Liabilities	
Decrease in Accounts Receivable	354,531
Decrease in Security Deposits	10,000
Increase in Accounts Payable	13,170
Increase in 401K Payable	5,950
Decrease in Accrued Expenses	<u>(100,949)</u>

Net Cash Provided By Operating Activities \$ 689,976

Cash Flows From Investing Activities

Purchases- Fixed Assets \$ (37,487)

Net Cash Utilized By Investing Activities \$ (37,487)

Cash Flows From Financing Activities

Increase Long Term Debt	\$ 60,000
Increase in Cash Overdraft	78,271
"S" Distributions	(350,000)
Increase Due from Related Entity	<u>(446,410)</u>

Net Cash Utilized By Financing Activities (658,139)

Net Decrease in Cash \$ (5,650)

Cash, January 1, 2008 5,650

Cash, December 31, 2008 \$ -

See Accountants Compilation Report

PROOF OF INSURANCE

Exhibit B to 2017 CAP Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin Insurance 9800 NW 41st Street, Ste. 300 Suite 300 Miami FL 33178		CONTACT NAME: Patricia Castellanos PHONE (A/C, No, Ext): (305) 591-0090 FAX (A/C, No): (305) 599-6138 E-MAIL ADDRESS: pcastellanos@seitlin.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Ins Co	
		INSURER B: Phoenix Insurance Company	
		INSURER C: Evanston Insurance Company	
		INSURER D: Travelers Property Casualty Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 29889 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		660-7532R276-COF-11	9/5/2011	9/5/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		810-7532R276-COF-11	9/5/2011	9/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP07532R276-TLC-11	9/5/2011	9/5/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB-7946R055-PHX-11	9/5/2011	9/5/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy		AE-819818	9/5/2011	9/5/2012	Per Claim/Per Aggregate \$ 2,000,000 Deductible - Retro \$ 25,000 Date: 9/6/96

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of insurance only.

CERTIFICATE HOLDER C.A.P. Government, Inc. 8350 NW 52nd Terrace Suite 209 Doral FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

FORM D

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP FORM D

Proposer: C.A.P. Government, Inc.

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

C.A.P. Government, Inc.
Name of Business

By: _____
Signature

Carlos A. Penin, PE, President
Print Name and Title

8350 NW 52 Terrace, Suite 209
Doral, Florida 33166
Mailing Address

State of Florida
County of Miami-Dade

Sworn to and subscribed before me this 10th day of November , 2011.

Notary Public

My Commission Expires:

Exhibit B-1

Electronic Plan Review (EPR) Services

CAP Government (CAP) will provide technological solutions to enhance customer and building code services. The CAP Electronic Plan Review (EPR) service will be integrated in the building permit process. In doing so, CAP will provide remote (off site) plan review and remote permit administrative services to augment the CAP staff assigned to the Town of Lauderdale-by-the-Sea (LBTS). A remote EPR permit administrator will be added to the CAP personnel assigned to LBTS. This position will be responsible for the efficient and effective processing of permits in the EPR and permitting software programs, as well as any related customer service assistance.



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Ericks Consultants, Lobbyist Presentation

Explanation: Lauren Jackson, from Ericks Consultants, will give a presentation on the Legislative Session Preview.

Recommendation: N/A



Agenda Item No: 5.b

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Debbie Hime, Special Events Manager

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Christmas-By-The-Sea Recap

Explanation: Update from Debbie Hime of our Christmas-By-The-Sea festivities.

Recommendation: N/A



Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO November 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO November 2022 Report



Date: December 7, 2022

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- November 2022

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Pedro Almodovar Fernandez, CCN 18848
Deputy Jorge Ogando, CCN 11988
Deputy Alin Pitulan, CCN 16365
Deputy Rene Suarez, CCN 17050

During the month of November 2022, the midnight shift (Alpha Green) squad made significant criminal apprehensions:

First, on November 8, 2022, BSO Communications received a notification from ADT Security Systems that the business alarm at Benihana's was activated. The shift immediately responded and was on scene within seconds. As deputies took tactical positions surrounding the business, ADT updated the deputies by communicating that they observed a subject currently within the business. As deputies approached to conduct entry into the business, the suspect attempted to exit and was apprehended immediately and without incident. Further investigation revealed that the suspect had a history of business burglaries and he had attempted to remove cash from the cash register; however, the register was left empty.

The second significant arrest the squad made was on Wednesday, November 23, 2022, at 5:36 a.m., BSO Communications received a 911 call from a homeowner advising that an unknown person was standing on their second-floor balcony. This unknown person was banging on the victim's balcony window with an unknown object in an apparent attempt to smash the window. Again, Alpha Green members quickly arrived on scene. Arriving Deputies were allowed inside the home and immediately took the subject into custody while the suspect was still on the balcony. It was learned that this subject was armed with a knife, had removed a window screen and was attempting to gain entry into the residence by attempting to smash the balcony window. Due to the quick response by Alpha Green Team members, the victims of this crime were kept safe, the subject was arrested, charged accordingly, and transported to the Broward Sheriff Office Main Jail.

The quick response, teamwork, tactics and unwavering dedication to the safety of the residents and visitors was on full display by the Alpha Green midnight shift. As a result of their actions two felons were taken off of the street. For their exceptional service the Alpha Green members are awarded Deputies of the Month for November 2022.

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. **The Broward Sheriff Office is hosting a Shred-A-Thon on Saturday, January 14, 2023, at Assumption Catholic Church.**
- **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 15.5 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 272.7 miles and 42.75 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. Five (5) individuals required and were provided mental health services. Twelve (12) individuals experiencing homelessness were contacted during the month. Six (6) of the individuals were trespass warned from commercial properties and refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ 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.

Veterans Day: On Friday, November 11, the Town of Lauderdale by the Sea hosted the annual "Veterans Day Event" in Jarvis Hall. An estimated 150+ people attended the event throughout the morning. Captain Palmer and Lieutenant Wesolowski attended the event. The Broward Sheriff's Office Honor Guard performed a rifle volley during the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2211-000003
DATE/TIME: 11/01/2022 @ 0027 hrs
LOCATION: 4100 Block of N Ocean Drive
ARRESTEE: Lennon Williams BM 12/13/58
INCIDENT: Traffic Stop/Warrant Arrest
SUMMARY: Deputy Almodovar conducted a traffic stop and a records check revealed the listed arrested defendant had an active warrant for trespassing. Subject issued citations and arrested for warrant and transported to jail.

CASE: 13-2211-000025
DATE/TIME: 11/01/2022 @ @ 0103 hrs
LOCATION: 1441 S Ocean Blvd
SUSPECT(s): Unknown adult male and female
INCIDENT: Theft of Catalytic Converter from Vehicle
SUMMARY: Deputy Pitulan was dispatched to the above location ref a delayed theft of a catalytic converter from the victim's Mitsubishi Outlander. CCTV of the incident was viewed and the suspect's vehicle, a Grey Nissan with Florida Miami Heat Tag, was positively identified. An unknown adult male and female were also observed on CCTV as the suspects responsible for the crime. The suspect vehicle was involved in similar thefts throughout Broward County. Investigation is ongoing.

CASE: 13-2210-000799
DATE/TIME: 11/01/22 @ 0047 hours
LOCATION: 4616 El Mar Dr
SUSPECT: B/M and W/F
INCIDENT: Theft (Petit)
SUMMARY: The suspects arrived in a vehicle, walked to the second floor of the hotel, removed their clothing and did a load of laundry by way of placing three dollars worth of quarters in the hotel's washing machine for 25 minutes. During that time the suspects unlawfully stole the hotel's towels from a cleaning cart and remained on the balcony until their clothes were clean. Once the suspects finished their laundry they loaded their clothes and stolen towels in their vehicle. They then returned to the hotel and stole and uploaded K-Cups and a Keurig machine into their vehicle then drove away. Detectives are working active investigative leads, investigation in ongoing.

CASE: 13-2211-000021
DATE/TIME: 11/01/22 @ 1700 Hours
LOCATION: 4319 N Ocean Dr
ARRESTEE: Maximillian M Gerberding WM 06/21/91
INCIDENT: Felony Warrant-Grand Theft
SUMMARY: The suspect was caught shoplifting in CVS in Sea Ranch Lakes. As CVS did not want to prosecute Sea Ranch Lakes PD released him. Det. Koos followed Gerberding until he

went into our Walgreens. We made contact with him there at which time a routine records check revealed an active VOP Warrant for Grand Theft. The suspect was transported to the main jail.

CASE: 13-2211-00050
DATE/TIME: 11/02/22 @ 1000 hrs
LOCATION: 4307 Seagrape Dr
ARRESTEE: Luis Hernandez-Leyva H/M 11/15/69
INCIDENT: Warrant Arrest
SUMMARY: While investigating a domestic dispute, a routine records check revealed an active BSO arrest warrant for Failure to Pay Child Support. Suspect was transported to the main jail.

CASE: 13-2211-000063
DATE/TIME: 11/03/22 @ 0620 hrs.
LOCATION: 4117 N Ocean Blvd
ARRESTEE: Sanoh Arostegui 3/5/91 B/F
INCIDENT: Warrant Arrest (Strong Armed Robbery)
SUMMARY: After receiving information from BSO Robbery Detective Copley that the above B/F had a capias for Strong Armed Robbery, Sgt. Bachan, Dep. Kratz & Dep Garner made contact with her at 4117 N Ocean Blvd Rm 127 Ft. Lauderdale. The capias was confirmed. She was transported to the D-13 District Office to be interviewed by Det. Copley. Upon completion, she was transported to the Main Jail without incident.

CASE: 13-2211-000143
DATE/TIME: 11/06/2022 @ 1950 hrs.
LOCATION: 257-B Commercial Blvd (Ciao Amore Restaurant)
ARRESTEE: Marianela Moreno W/F 11/11/1968
INCIDENT: DUI arrest /Traffic crash with parked vehicle
SUMMARY: The suspect drove her vehicle through the parking lot 257 Commercial Blvd. She parked very close to vehicle #2 and while attempting to backout from her parking space she collided with vehicle #2. During the investigation Moreno displayed signs of impairment. The BSO DUI Task Force responded to the scene and Moreno had a blood alcohol level of .087 and .088. Moreno was arrested and transported to the BSO Main Jail.

CASE: 13-2211-000211
DATE/TIME: 11/08/2022 @ 0127 hrs
LOCATION: 276 Commercial Blvd (Benihana)
ARRESTEE: Keo Crockett, BM DOB: 10/14/1991
INCIDENT: Burglary Business-Arrest
SUMMARY: Alpha Green Deputies received a call from BSO Communications reporting that ADT had an active alarm at Benihana with a South Exit door and Bar motion activation. ADT also updated advising a live feed showed a male walking in the bar area. Alpha Green Deputies wasted no time and responded within seconds. The building was surrounded and Dep Almodovar immediately took the suspect into custody as he exited via the point of entry. ADT provided CCT images showing the suspect in the bar area and checking the cash register. Detectives responded and interviewed the suspect who has a prior burglary history, and admitted he would have taken cash from the register if money was present. The suspect was transported to the main jail.

CASE: 13-2211-000277
DATE/TIME: 11/10/22 @ 0740 hrs
LOCATION: 230 Commercial Blvd
ARRESTEE: Fred Frank Dural W/M 12/27/60
INCIDENT: Warrant Arrest / Traffic
SUMMARY: While conducting traffic enforcement on Commercial Blvd, Deputy Kratz stopped Fred Duras for travelling 63 mph in a 30 mph zone. A teletype check revealed an active arrest warrant for Grand Theft. Duras was arrested and TOT main jail.

CASE: 13-2211-000291
DATE/TIME: 11/10/22 @1335 hrs
LOCATION: 4319 N. Ocean Dr (Walgreens)
ARRESTEE: Carl Anthony Gannon, W/M, 09/18/65
INCIDENT: Warrant Arrest
SUMMARY: Dep Goodwin responded to a dispute at Walgreens and met with Carl Anthony Gannon, who stated he had a dispute with Walgreens and stated that he did not receive a \$9.98 refund applied to his food stamp card. Walgreens provided Gannon with a receipt; however, he became angry when informed the refund would not immediately credit to his card. Management requested Gannon be issued a trespass warning. Records check later revealed an active arrest warrant for trespassing. Gannon was transported to the BSO main jail without incident.

CASE: 13-2211-000357
DATE/TIME: 11/12/22 @ 1824 hrs
LOCATION: N. Ocean Dr south & Commercial Blvd
VICTIM: 83 YOA driver (deceased)
VEHICLE: 6 total involved in the traffic crash
INCIDENT: Traffic Crash-Fatality
SUMMARY: The victim above was travelling south bound on N. Ocean Dr approaching the intersection of Commercial Blvd driving a 2021 GMC P-Up truck. Driver appears to have suffered an undetermined medical episode while driving causing the driver to accelerate, crashing into numerous other vehicles stopped at the red light signal at N. Ocean & Commercial Blvd. AMR & Sgt. Nicoletti attempted to render aid to the victim with negative results. Driver was pronounced deceased on scene. Two other persons were transported to Holy Cross with minor injuries, eventually released and they returned to the scene. BSO Traffic Homicide responded to investigate the crash. Investigation is ongoing.

CASE: 13-2211-000483
DATE/TIME: 11/16/22 @ 2230 hrs
LOCATION: 228 Commercial Blvd
VEHICLE: 2021 Chrysler Pacifica Van, Blue FL tag: GLWV26
INCIDENT: Auto Theft-KEY FOB LEFT IN VEHICLE
SUMMARY: The victim left the key fob inside of the listed vehicle. Unknown suspects stole the vehicle and it was later recovered in the City of Deerfield Beach. Investigation is ongoing.

CASE: 13-2211-000654
DATE/TIME: 11/23/2022 @ 0529 hrs
LOCATION: 4332 Seagrape Drive
ARRESTEE: Alexia Madrigal wf 09/17/90
INCIDENT: Occupied Residential Burglary Attempt- **Arrest**

SUMMARY: Alpha Green Deputies responded to above location in reference to an unknown suspect standing outside the second-floor balcony while homeowners were inside. Deputies arrived and took the defendant into custody. It was later determined that the defendant was armed with a knife and was attempting to gain entry into occupied residence. The suspect was experiencing a mental health episode and was transported to jail.

CASE: 13-2211-000739
DATE/TIME: 11/25/2022 @ 0321 hrs
LOCATION: 1920 Coral Reef Dr.
VEHICLE: Gray 2022 Volkswagen Taos, SUV, FL (JF92V)
INCIDENT: Auto Theft

SUMMARY: Deputies responded to the victim's residence and learned that the 81yoa victim left the keys inside of her vehicle. The town's camera's system captured two black male suspects enter the Bel Air development on foot and leaving with the victim's vehicle moments later. Investigation is ongoing.

CASE: 13-2211-000806
DATE/TIME: 11/28/2022 @ 1500-1800hrs
LOCATION: 4109 N Ocean Drive
SUSPECT: N/A
VEHICLE: 2022 Taoi, Blue Motor Scooter, FL MUJQ51
INCIDENT: Stolen Motor Scooter

SUMMARY: Victim resident called to report her motor scooter stolen. She advised she left the scooter parked outside between 1500-1800hrs and noticed it missing/stolen. During investigation detectives utilized the town's camera system which captured an unknown black male operating the victim's scooter during the time that the victim claims the vehicle was stolen. Investigation is ongoing.

MONTHLY ARREST LOGS:

F	Battery-Domestic Violence	4307	Seagrape Dr
M	Battery-Touch/Strike	100	Commercial Blvd
F	Burglary-Dwelling or Structure-Armed	4332	Seagrape Dr
M	Burglary-Structure-Unarmed/Unoccupied	276	Commercial Blvd
M	Capia-Grand Theft	200	Commercial Blvd
F	Drive While license Suspended-3rd or subsequent offense	199	Commercial Blvd/N Ocean Dr
F	DUI-Alcohol or Drugs -1st Offense	257	Commercial Blvd
F	Fraud-Impersonate-False Information to LEO	1	Commercial Blvd
F	Grand Theft \$750 < \$5k	4220	El Mar Dr
M	Petit Theft Second Degree -1st Offense	14	Commercial Blvd
M	Petit Theft Second Degree -2nd Offense	4319	N Ocean Dr

M	Warrant Arrest - Trespassing	175	Hibiscus Av/N Ocean Dr
M	Warrant Arrest - Writ of Bodily Attachment Child Support	4307	Seagrape Dr
M	Warrant Arrest- Trespassing	4319	N Ocean Dr
F	Warrant -Strong Arm Robbery	4117	N Ocean Dr
M	Warrant-Violation Pre-Trial Release- Grand Theft	4319	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2021 YTD	2022 YTD
AUTO THEFT	4	0	9	10
BURGLARY-BUSINESS	1	0	4	1
BURGLARY-CONVEYANCE	0	0	18	9
BURGLARY-RESIDENCE	1	1	8	7
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	2
HOMICIDE	0	0	0	0
ROBBERY	0	1	2	2
THEFT-GRAND	2	2	8	21
THEFT-PETIT	4	6	40	47
TOTALS	13	10	91	100

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	56
COP Patrol Miles - Month	102
COP Hours Worked - YTD	1330
COP Patrol Miles - YTD	2398

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	31

COP Beach Patrol Hours – Month	15.5
COP Beach Patrol Hours - YTD	264.5

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

	Month	2022 YTD
Reserve Deputy - Days Worked	1	53
Reserve Deputy - Hours Worked	8	446.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2022 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity NOVEMBER 2022

Reports/Calls	
Miscellaneous Service	
Event Reports	45
Accidents	14
Calls for Service	882

Traffic	
Types of Citation	
Non-Moving / Moving Citation	156
Parking	0
Warnings	150
Total Citations	306

Arrests	
Type of Arrest	
Felony	3
Misdemeanor	6
NTA	0
Warrant	4
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Felony Warrant	2
Total Arrests	16

Time Worked	
Hours Worked	
Bike Patrol	15.5
Court Overtime	12
Training	112
Detached	22
Other Overtime	79
Days Worked	30

General	
FI	35
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 272.7 Miles / 42.75 Hours Reserve Deputies worked 1 Shift (8 hrs)



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

November 30, 2022

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 Brann Redl	10365	Workers Comp.	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Benya Koos	9522	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Michael Kratz	11289	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Scott Klier	14806	Ft. Lauderdale YMCA	Community Presentation	5
Deputy Pedro Almodovar	18848	Weston	OPS	7
			TOTAL	22



LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022



**ANTHONY MANGANARO
JR.**

11/08/1965
2751 NE 58th St
Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE INDECENT
MATERIAL TO MINORS
1ST DEGREE)
(GUILTY/CONVICTED -
11/20/2003)
New York, NY



MICHAEL DAVID SCHMEHL

05/26/1974
4141 Bayview Dr.
Ft. Lauderdale, FL 33308
SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)
(GUILTY/CONVICTED
- 08/26/1998)
Bucks, PA



ANGEL MAURY

01/22/1966
4011 N Ocean Blvd. #314
Fort Lauderdale, FL 33308
SEX BAT/COERCES BY THREAT;
F.S. 794.011(4)(b)
SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2) **TIMES 2**
Lewd or lascivious molestation
victim under 12 years offender 18
or older; F.S. 800.04(5)(b) ((2
COUNTS)) **TIMES 2**
Lewd, Lascivious batt sex
w/victim 12-15 years old; F.S.
800.04(4)(a) **TIMES 2**
Unlawful Sexual Activity with
Certain Minors 16/17 yr old; F.S.
794.05(1)
(GUILTY/CONVICTED -
10/28/2013)
Broward, FL



LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971
3100 NE 46th ST.
Fort Lauderdale, FL 33308

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

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

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

ADJUDICATION WITHHELD
11/12/1996
Lake, FL



JAMES ORLIN CLARKE

05/14/1980
4011 N Ocean Blvd. #105
Fort Lauderdale, FL 33308

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

(GUILTY/CONVICTED -
11/09/1999)
Macomb, MI



ANDREW WALKER HARRIS

08/07/1964
4221 N Ocean Blvd. #313 Fort
Lauderdale, FL 33308

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)

LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)

Guilty/Convicted - 10/04/1990
Broward, FL



LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER 2022

MURPHY HANDY

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

LEWD, LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

Advised by the property
manager that Handy
does not reside here.



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR November 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR November 2022 Report

Response Date	Address	Dispatched	Enroute	On Scene
11/2/2022	4600 BLK Bougainvillea Dr	20:53:36	20:53:39	20:56:01
11/3/2022	1400 BLK S Ocean Blvd	08:05:13	08:07:26	08:09:08
11/3/2022	3900 BLK N Ocean Dr	09:59:22	09:59:24	10:02:56
11/3/2022	El Mar Dr / Datura Ave	16:16:16	16:16:35	16:18:35
11/3/2022	4300 BLK N Ocean Dr	19:47:22	19:47:31	19:50:58
11/3/2022	100 BLK Commercial Blvd	23:41:32	23:42:29	23:45:12
11/4/2022	4600 BLK El Mar Dr	10:13:37	10:16:39	10:16:41
11/4/2022	5200 BLK N Ocean Blvd	13:55:10	13:56:07	13:58:48
11/4/2022	4600 BLK N Ocean Dr	15:23:09	15:23:34	15:26:07
11/4/2022	1600 BLK S Ocean Blvd	15:43:15	15:44:01	15:48:01
11/4/2022	1300 BLK S Ocean Blvd	18:25:43	18:25:46	18:29:28
11/4/2022	Commercial Blvd / Sea Grape Dr	20:21:58	20:22:01	20:24:19
11/6/2022	1400 BLK S Ocean Blvd	10:22:08	10:22:22	10:26:44
11/6/2022	4400 BLK W Trade Winds Ave	13:48:44	13:48:58	13:51:04
11/6/2022	4300 BLK El Mar Dr	16:33:17	16:33:56	16:35:40
11/6/2022	1500 BLK W Terra Mar Dr	18:24:20	18:24:36	18:29:33
11/7/2022	400 BLK Lombardy Ave	09:01:14	09:01:21	09:03:35
11/7/2022	4500 BLK Poinciana St	14:21:57	14:22:34	14:24:32
11/7/2022	100 BLK Commercial Blvd	00:00:04	00:00:51	00:03:02
11/8/2022	4300 BLK El Mar Dr	11:14:41	11:16:17	11:17:35
11/8/2022	4500 BLK N Ocean Dr	22:42:06	22:43:57	22:46:42
11/9/2022	1900 BLK Sailfish Pl	13:19:53	13:20:10	13:23:50
11/9/2022	Flamingo Ave / N Ocean Blvd	20:38:38	20:38:55	20:43:28
11/10/2022	5200 BLK N Ocean Blvd	06:11:15	06:11:22	06:14:28
11/10/2022	5100 BLK N Ocean Blvd	08:15:51	08:18:32	08:18:34
11/10/2022	4600 BLK N Ocean Dr	17:46:31	17:48:45	17:49:42
11/10/2022	N Ocean Dr / Commercial Blvd	21:41:45	21:43:12	21:45:55
11/11/2022	200 BLK Corsair Ave	07:47:51	07:48:12	07:50:05
11/11/2022	1700 BLK S Ocean Blvd	10:50:32	10:52:03	10:54:34
11/12/2022	5000 BLK N Ocean Blvd	06:42:29	06:42:29	06:46:40
11/12/2022	4400 BLK N Ocean Dr	18:23:38	18:24:51	18:28:25
11/12/2022	200 BLK Commercial Blvd	21:37:17	21:38:34	21:40:31
11/14/2022	4200 BLK N Ocean Dr	03:00:08	03:01:51	03:03:51
11/14/2022	4500 BLK N Ocean Dr	08:46:15	08:48:11	08:49:05
11/14/2022	200 BLK Commercial Blvd	15:43:28	15:45:07	15:45:41
11/14/2022	100 BLK Commercial Blvd	17:41:29	17:42:03	17:44:44
11/14/2022	200 BLK Neptune Ave	18:52:02	18:52:28	18:55:28
11/16/2022	1500 BLK S Ocean Blvd	10:02:11	10:02:15	10:05:32
11/17/2022	1900 BLK S Ocean Blvd	07:50:02	07:50:14	07:52:36
11/17/2022	6000 BLK N Ocean Blvd	09:54:27	09:54:42	09:57:02
11/17/2022	4600 BLK N Ocean Dr	15:06:59	15:07:57	15:10:05
11/17/2022	4400 BLK Poinciana St	19:15:29	19:17:35	19:18:54
11/18/2022	1400 BLK S Ocean Blvd	11:23:49	11:23:56	11:27:50
11/19/2022	4200 BLK El Mar Dr	14:27:29	14:28:58	14:30:48
11/19/2022	1900 BLK E Terra Mar Dr	20:01:37	20:03:58	20:06:46
11/20/2022	4200 BLK Seagrape Dr	12:31:50	12:33:42	12:36:17

11/21/2022	4600 BLK N Ocean Dr	06:16:28	06:17:03	06:20:09
11/21/2022	4660 BLK N Ocean Dr	16:55:39	16:57:58	16:59:35
11/22/2022	1800 BLK S Ocean Blvd	17:10:13	17:10:25	17:12:56
11/22/2022	1400 BLK S Ocean Blvd	19:58:06	19:58:11	20:01:31
11/23/2022	4500 BLK N Ocean Dr	02:04:15	02:04:23	02:07:30
11/23/2022	5100 BLK N Ocean Blvd	13:41:26	13:41:56	13:43:50
11/24/2022	100 BLK Commercial Blvd	12:26:19	12:26:24	12:28:39
11/24/2022	4600 BLK N Ocean Blvd	23:23:10	23:23:29	23:26:21
11/24/2022	4000 BLK N Ocean Blvd	23:57:37	23:57:58	00:01:27
11/25/2022	4400 BLK El Mar Dr	00:25:27	00:26:16	00:28:01
11/25/2022	4500 BLK El Mar Dr	01:30:14	01:30:20	01:32:34
11/25/2022	200 BLK N Tradewinds Ave	13:58:24	13:59:28	14:00:51
11/25/2022	5100 BLK N Ocean Blvd	20:45:38	20:47:47	20:49:10
11/26/2022	200 BLK Oceanic Ave	00:19:24	00:19:46	00:22:39
11/26/2022	1900 BLK Coral Reef Dr	08:00:35	08:00:51	08:05:41
11/26/2022	4200 BLK N Ocean Dr	10:18:38	10:19:20	10:21:36
11/26/2022	100 BLK Commercial Blvd	15:21:53	15:22:39	15:26:03
11/26/2022	4100 BLK Bougainvillea Dr	22:34:51	22:35:16	22:39:19
11/27/2022	N Ocean Dr / Datura Ave	06:45:03	06:46:23	06:49:03
11/27/2022	6000 BLK N Ocean Blvd	10:51:29	10:51:49	10:54:16
11/27/2022	4600 BLK N Ocean Dr	19:13:15	19:13:27	19:17:29
11/28/2022	4400 BLK El Mar Dr	07:41:20	07:43:28	07:43:52
11/28/2022	200 BLK Codrington Dr	09:11:31	09:11:39	09:14:37
11/28/2022	4100 BLK Bougainvillea Dr	14:34:36	14:34:45	14:36:56
11/28/2022	200 BLK S Tradewinds Ave	15:52:07	15:55:54	15:55:57
11/28/2022	100 BLK Commercial Blvd	19:31:51	19:31:55	19:34:29
11/29/2022	6000 BLK N Ocean Blvd	14:38:23	14:38:11	14:42:24
11/29/2022	200 BLK Commercial Blvd	18:50:11	18:50:45	18:54:37
11/29/2022	2000 BLK Washingtonia Ave	20:01:36	20:02:22	20:05:48
11/30/2022	1700 BLK S Ocean Blvd	06:24:26	06:24:41	06:28:26
11/30/2022	1500 BLK W Terra Mar Dr	12:55:11	12:55:21	13:00:24
11/30/2022	4400 BLK El Mar Dr	15:00:39	15:01:23	15:03:44
11/30/2022	4300 BLK N Ocean Dr	17:25:56	17:28:08	17:28:11
11/30/2022	Commercial Blvd / N Ocean Dr	21:36:59	21:37:04	21:40:11
	6 Min or less = 100%	Average =		

Response Time

00:02:25
00:03:55
00:03:34
00:02:19
00:03:36
00:03:40
00:03:04
00:03:38
00:02:58
00:04:46
00:03:45
00:02:21
00:04:36
00:02:20
00:02:23
00:05:13
00:02:21
00:02:35
00:02:58
00:02:54
00:04:36
00:03:57
00:04:50
00:03:13
00:02:43
00:03:11
00:04:10
00:02:14
00:04:02
00:04:11
00:04:47
00:03:14
00:03:43
00:02:50
00:02:13
00:03:15
00:03:26
00:03:21
00:02:34
00:02:35
00:03:06
00:03:25
00:04:01
00:03:19
00:05:09
00:04:27

00:03:41
00:03:56
00:02:43
00:03:25
00:03:15
00:02:24
00:02:20
00:03:11
00:03:50
00:02:34
00:02:20
00:02:27
00:03:32
00:03:15
00:05:06
00:02:58
00:04:10
00:04:28
00:04:00
00:02:47
00:04:14
00:02:32
00:03:06
00:02:20
00:03:50
00:02:38
00:04:01
00:04:26
00:04:12
00:04:00
00:05:13
00:03:05
00:02:15
00:03:12
0:03:23



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: Public Safety Discussion

Subject Title: VFD October & November 2022 Activity Report

Recommendation: Accept/Approve

Attachments: Ex.1- Town Report Overview October 2022
Ex. 2- Monthly Activity Report-October 2022
Ex. 3- LBTS Volunteer Fire Department Active Roster
Ex.4- Town Report Overview November 2022
Ex. 5- Monthly Activity Report-November 2022
Ex. 6- LBTS Volunteer Fire Department Active Roster



Town of Lauderdale-By-The-Sea Fire Department Monthly Report October 2022

Overview

During the month of October 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There was one annual fire inspection, 1 re-inspection, and no violations.

Responses:

The Volunteer Fire Department responded to 39 fire rescue calls within the limits of our contract.

Emergency 911 Calls

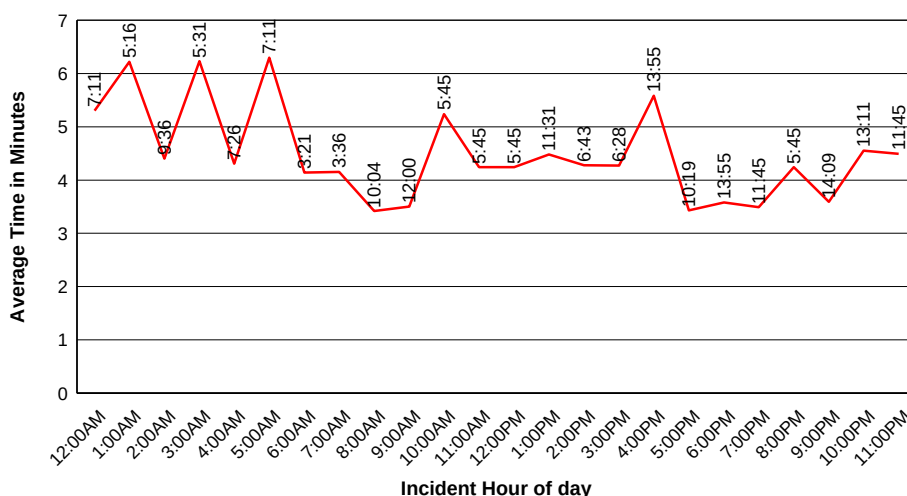
Fire/Rescue	39
EMS	89

- Of the 39 emergency fire calls dispatched, there were 17 fire alarms, 1 vehicle fire, 3 electrical/utility, 2 vehicle accidents, 9 elevator rescues, and 7 “other” fires.
- There were 89 medical 911 calls for October 2022. The department was dispatched to 11 of those calls, of which, 1 was cleared by M12 or the chief on duty. E12/OR212 assisted M12/212 on 6 of those calls and provided 1st responder care until M12’s arrival on 4 of those calls.

Total Number of Incidents - 128

Total Average Response Time - 4:34

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea

Fire Department Monthly Report

October 2022

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 30 Associate out-of-town members for a total of 41 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	30
Fire 1 non-certified	1	0
Fire 1 Certified	2	0
Fire II Certified	8	30

There were 4 fire drills, 8 in-house training sessions, and 3 inspections for a total of 283+hours spent on training in October.

Training

Firefighter drills & In-Service training	160+ Hours
Target Solution Training	105 Hours
BTA/Fire Inspections	18 Hours
Total Hours	283 Hours

A total of 2,855.5+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,928.75+ Hours
Ocean Rescue patrol	182.75+ Hours
Chief on Duty/Command	744 Hours
Total Hours	2,855.5+ Hours

In closing, the Volunteer Fire Department will continue to improve and increase its members' training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson S. Hopping

Judson Hopping,
Fire Chief

Monthly Activity Report - October 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Oct-22	4225 El Mar Drive	Fire alarm	9:18:00 AM	9:35:00 AM	5
02-Oct-22	4900 N. Ocean Blvd.	Other fire - dog rescue	4:58:00 PM	5:31:00 PM	7
03-Oct-22	4013 North Ocean Drive	Elevator rescue	7:17:00 AM	7:38:00 AM	7
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	3:50:00 PM	4:07:00 PM	7
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	5:17:00 PM	5:35:00 PM	6
03-Oct-22	1470 South Ocean Blvd.	Fire alarm	5:36:00 PM	5:45:00 PM	6
04-Oct-22	4658 Bougainvillea Drive	Fire alarm	6:51:00 PM	7:41:00 PM	6
06-Oct-22	1700 South Ocean Blvd.	Elevator rescue	9:49:00 PM	10:08:00 PM	8
07-Oct-22	4200 El Mar Drive	Accident w/Injuries	9:57:00 PM	10:41:00 PM	6
08-Oct-22	4900 N. Ocean Blvd.	Elevator rescue	1:57:00 PM	2:11:00 PM	7
08-Oct-22	1893 South Ocean Blvd.	Electrical utility - not in zone	4:40:00 PM		7
09-Oct-22	238 Hibiscus Avenue	Elevator rescue	5:05:00 PM	5:33:00 PM	6
10-Oct-22	4344 El Mar Drive	Fire alarm	9:00:00 AM	9:13:00 AM	6
10-Oct-22	4403 W. Tradewinds Ave	Electrical utility fire	10:58:00 AM	11:06:00 AM	5
11-Oct-22	4245 N. Ocean Blvd.	Fire alarm	8:00:00 AM	8:49:00 AM	6
11-Oct-22	5200 North Ocean Blvd.	Fire alarm	6:09:00 PM	6:19:00 PM	9
11-Oct-22	4900 North Ocean Blvd.	Elevator rescue	8:03:00 PM	8:12:00 PM	9
11-Oct-22	248 Garden Court	Fire alarm	9:09:00 PM	9:36:00 PM	8
13-Oct-22	4900 N. Ocean Drive	Elevator rescue	1:11:00 PM	1:28:00 PM	9
13-Oct-22	4430 W. Tradewinds Ave	Other fire - water problem	1:14:00 PM	1:29:00 PM	9
14-Oct-22	1900 South Ocean Blvd.	Fire alarm	8:45:00 AM	9:06:00 AM	6
14-Oct-22	101 Commercial Blvd.	Other fire - strange odor	5:11:00 PM	5:23:00 PM	7
15-Oct-22	1900 South Ocean Blvd.	Other fire - unsafe structure	10:53:00 PM	11:16:00 PM	5
17-Oct-22	4900 North Ocean Blvd.	Elevator rescue	5:14:00 PM	5:42:00 PM	7
17-Oct-22	1900 South Ocean Blvd.	Fire alarm	8:15:00 PM	8:43:00 PM	9
19-Oct-22	4660 El Mar Drive	Fire alarm	8:36:00 AM	8:45:00 AM	7
19-Oct-22	4660 El Mar Drive	Fire alarm	10:38:00 AM	10:47:00 AM	7
20-Oct-22	4220 North Ocean Drive	Vehicle fire	6:38:00 AM	7:04:00 AM	7
22-Oct-22	1800 South Ocean Blvd.	Fire alarm	1:54:00 PM	2:18:00 PM	6
23-Oct-22	4660 N. Ocean Drive	Fire alarm	4:26:00 PM	4:40:00 PM	8
24-Oct-22	4013 North Ocean Blvd.	Elevator rescue	8:19:00 AM	8:40:00 AM	7
24-Oct-22	1439 South Ocean Blvd.	Other fire - baby ducks in canal	7:12:00 PM	8:08:00 PM	7
26-Oct-22	3900 North Ocean Drive	Accident w/Injuries	6:02:00 PM	6:48:00 PM	6
27-Oct-22	276 Commercial Blvd.	Fire alarm	4:38:00 AM	4:55:00 AM	5
27-Oct-22	1470 South Ocean Blvd.	Elevator rescue	9:24:00 AM	9:41:00 AM	7
28-Oct-22	4500 El Mar Drive	Other fire - overturn boat	2:59:00 PM	3:19:00 PM	7
29-Oct-22	1740 E. Terra Mar Drive	Electrical/utility fire	7:05:00 PM	7:15:00 PM	5
30-Oct-22	270 Basin Drive	Other fire - dog locked in car	6:42:00 PM	6:55:00 PM	4
31-Oct-22	106 Commercial Blvd.	Fire alarm	11:18:00 AM	11:19:00 AM	7
			Total Calls	39	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
01-Oct-22	Mar Drive	medical, E12 assisted M12	5:09:00 PM	6:14:00 PM	3
08-Oct-22	Bougainvilla Drive	medical, walk-up paged M12 for eval	8:22:00 PM	8:38:00 PM	4
09-Oct-22	Bougainvilla Drive	medical, walk-up B12 paged out M12	9:46:00 PM	10:39:00 PM	5
12-Oct-22	South Ocean Blvd.	medical, B12 key entry to gate	10:25:00 AM	11:35:00 AM	1
12-Oct-22	South Ocean Blvd.	medical, E12 canceled wrong zone	6:25:00 AM	6:39:00 PM	5
17-Oct-22	North Ocean Dr.	medical, E12 assisted M12 w/pt packing for transport	4:32:00 AM	5:08:00 AM	4
20-Oct-22	South Ocean Blvd.	medical, E12 assisted M12	10:30:00 AM	11:52:00 AM	6
20-Oct-22	North Ocean Drive	medical, E12 paged M12 for assistance	6:48:00 PM	7:32:00 PM	4
21-Oct-22	South Ocean Blvd.	medical, lift assist only no medical	12:41:00 AM	1:01:00 AM	3
22-Oct-22	North Ocean Blvd.	medical, E12 responded, no Med unit in zone - mutual aid transported	8:36:00 PM	8:37:00 PM	6
25-Oct-22	El Mar Drive	medical, E12 paged for forcible entry	6:30:00 PM	6:39:00 PM	6
			Total Calls	11	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
03-Oct-22	2001 South Ocean	Funeral service for long time resident Ms. Joan Omana	11:00:00 AM	12:00:00 PM	7
12-Oct-22	4504 Bougainvilla	Station tour for Arizona College of Nursing students	3:00:00 PM	3:30:00 PM	3
12-Dec-22	Javis Hall	Hosted Community Life Line Screening for residents	8:30:00 AM	3:00:00 PM	1
26-Oct-22	Fiesta Way	Replaced smoke detector batteries for resident	9:00:00 AM	9:30:00 AM	4
29-Oct-22	East Commercial Blvd.	Boo By The Sea	2:00:00 PM	4:30:00 PM	5

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
06-Oct-22	Station 12	Hazmat ops/Decon trng w/E12	6:00:00 PM	10:00:00 PM	6
07-Oct-22	6000 North Ocean Blvd.	BDA test @Starlite Towers Condo	10:00:00 AM	11:00:00 AM	3
10-Oct-22	Station 12	ERG Book Decon Hazmat	6:00:00 PM	10:00:00 PM	8
15-Oct-22	Station 12	In-Service training; CPR refresher, bag mask, NRB use	10:00:00 AM	11:00:00 AM	4
17-Oct-22	Station 12	In-Service training; airway, O2, BVM & CPR	2:30:00 PM	3:30:00 PM	4
18-Oct-22	Station 12	Hazmat decon, ERG books, Leak kits & gas meter	6:00:00 PM	10:00:00 PM	9
18-Oct-22	Station 12	In-Service training; airway, BVM, NRB CPR, nazzle can & simple face mask	1:30:00 PM	2:30:00 PM	4
19-Oct-22	Station 12	In-Service training; Tesla X-S extraction, electrical	3:00:00 PM	4:30:00 PM	4
20-Oct-22	Station 12	In-Service training; medical bag update	12:00:00 PM	2:00:00 PM	4
21-Oct-22	Station 12	In-Service training; airway, CPR, BVM, NRM nazzel canval, BP, & O2	1:30:00 PM	2:30:00 PM	6
24-Oct-22	4013 North Ocean Drive	Re-inspection & walk thru of bldg.	10:30:00 AM	11:30:00 AM	5
24-Oct-22	Station 12	In-Service training; CPR, BVM, airways, NC, NRM,	3:00:00 PM	4:00:00 PM	4
27-Oct-22	Station 12	High rise ops	6:00:00 PM	10:00:00 PM	7
31-Oct-22	106-108 Commercial Blvd.	Pre-planning fire inspection @Vincent's Kitchen	10:00:00 AM	12:00:00 PM	5
31-Oct-22	Station 12	In-Service training; 2 minute drill/SCBA & ladders	5:30:00 PM	6:30:00 PM	4

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Oct-22	Beach	Ocean rescue patrol; 10-12n, 2-2:30p, 3-4p, & 4:40-5:40p	12:00:00 PM	3:30:00 PM	2
02-Oct-22	Beach	Ocean rescue patrol; 11-12n & 3:30-5p	12:00:00 PM	2:30:00 PM	2
03-Oct-22	Beach	Ocean rescue patrol; 12-1p, & 3-5p	12:00:00 PM	2:30:00 PM	2
04-Oct-22	Beach	Ocean rescue patrol; 11-12n, 1-2p & 4-5p	11:00:00 AM	2:00:00 PM	2
05-Oct-22	Beach	Ocean rescue patrol; 10:30-1p, 2:30-3:30p & 4:15-5:30p	11:00:00 AM	3:00:00 PM	3
06-Oct-22	Beach	Ocean rescue patrol & trng.; 11:30-12:30p, 2-3p & 4:15-5:45p	12:00:00 PM	3:00:00 PM	3
07-Oct-22	Beach	Ocean rescue patrol & trng.; 11:50-12:50p, 2-3p, & 4:15-5:45p	12:00:00 PM	3:30:00 PM	2
08-Oct-22	Beach	Ocean rescue patrol; 10:30-12n, 1-2p & 4-5p	11:00:00 AM	2:30:00 PM	2
10-Oct-22	Beach	Ocean rescue patrol; 10:15-11:15a, 2-3p, & 4-5p	11:15:00 AM	2:15:00 PM	2
11-Oct-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
12-Oct-22	Beach	Ocean rescue patrol; 10-11a, 12-1p, 2:30-3:30p & 5-5:30p	12:00:00 PM	3:30:00 PM	3
13-Oct-22	Beach	Ocean rescue patrol; 10:30-11:30a & 4:30-5:30p	1:00:00 PM	3:00:00 PM	2
14-Oct-22	Beach	Ocean rescue patrol & trng; 10:30-11:30a, 2:40-3:40p & 4:30-5:30p	11:30:00 AM	2:30:00 PM	2
15-Oct-22	Beach	Ocean rescue patrol; 11:30-12:30p & 1:20-2:20p	12:30:00 PM	2:30:00 PM	4
16-Oct-22	Beach	Ocean rescue patrol; 10-11a, 4-5p	1:00:00 PM	3:30:00 PM	2
17-Oct-22	Beach	Ocean rescue patrol; 10:30-11:30a, 12:30-1:30p & 4-5p	11:30:00 AM	2:30:00 PM	2
18-Oct-22	Beach	Ocean rescue patrol & trng.; 10-11a, 1-2p, & 4-5p	11:00:00 AM	1:30:00 PM	2
19-Oct-22	Beach	Ocean rescue patrol; 9:50-10:15a & 5-5:30p 80% rainy day	3:00:00 PM	4:00:00 PM	3
20-Oct-22	Beach	Ocean rescue patrol; 11:45-12:45p, 2-3p & 4:30-5:30p	1:00:00 PM	4:00:00 PM	3
21-Oct-22	Beach	Ocean rescue patrol; 10-11a, & 4-5:15p	11:00:00 AM	12:30:00 PM	2
22-Oct-22	Beach	Ocean rescue patrol; 9-10a, 11-12n & 2-3p	12:30:00 PM	3:30:00 PM	3
23-Oct-22	Beach	Ocean rescue patrol; 10-11a, 12:30-1p, & 2-3p	12:30:00 PM	3:00:00 PM	3
25-Oct-22	Beach	Ocean rescue patrol; 10:20-11:20a, 1-2p, & 4-5p	1:00:00 PM	3:00:00 PM	2
26-Oct-22	Beach	Ocean rescue patrol; 10-11:15a, 12:30-1:45p, & 4-5p	11:15:00 AM	2:45:00 PM	2
27-Oct-22	Beach	Ocean rescue patrol; 1-2p, 3-4p & 4:40-5:10p	1:00:00 PM	3:30:00 PM	3
28-Oct-22	Beach	Ocean rescue patrol; 10-11a & 12-1p	12:00:00 PM	2:00:00 PM	2
30-Oct-22	Beach	Ocean rescue patrol; 10-11a & 5-5:30p	11:00:00 AM	12:30:00 PM	2
31-Oct-22	Beach	Ocean rescue patrol & trng; 9-10a, 1-2p, & 4-5p	12:00:00 PM	2:30:00 PM	2

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

LBTS Volunteer Fire Department - October 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Arellana	Brandy	176968	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Azam	Saeed	181075	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	2
Besosa	Jose	193537	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	0
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	7	7
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	35	35
Crow	Mark	203062	Regular Member		Trainee	Trainee	CPR for healthcare provider	0	0
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	0	0
Edouard	Myriam		Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	29	29
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Hernandez	Andy	189053	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	8
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	10	10
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	2	2
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	35	35
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	10	10
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	36	36
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	6	6
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	6	6
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	3
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	1
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	20
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	13	13
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	4
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Salzman	Samuel	185009	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Scheiner	Jacquelyn	166542	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Shuyler	Justin	189663	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	11
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	3	3
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Swerdloff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	4
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4



Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2022

Overview

During the month of November 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were eighteen annual fire inspections, no re-inspection, and two violations that were addressed.

Responses:

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

Emergency 911 Calls

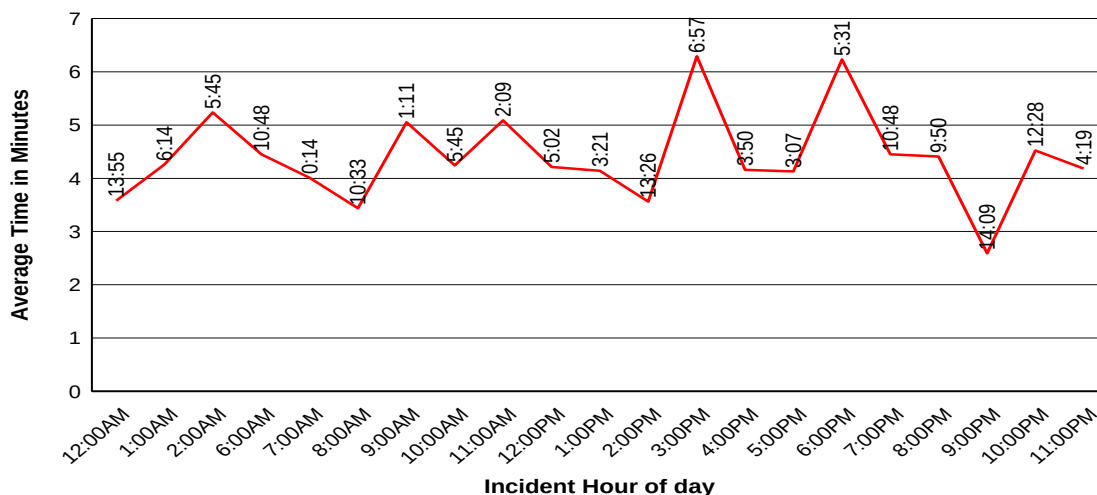
Fire/Rescue	42
EMS	89

- Of the 42 emergency fire calls dispatched, there were 19 fire alarms, 1 structure fire, 2 elevator rescues, 4 electrical/utility, 3 vehicle accidents, 1 marine accident, 2 open water rescues, and 10 “other” fires.
- There were 89 medical 911 calls for November 2022. The department was dispatched to 11 of those calls, of which, 1 was cleared by M12 or the chief on duty. E12/OR212 assisted M12/212 on 5 of those calls and provided 1st responder/BLS care until M12’s arrival on 5 of those calls.

Total Number of Incidents - 131 Total

Total Average Response Time - 4:38

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2022

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 26 Associate out-of-town members for a total of 37 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	26
Fire 1 non-certified	1	0
Fire 1 Certified	2	0
Fire II Certified	8	26

There were 5 fire drills, 5 in-house training sessions, and 17 inspections for a total of 443.5+hours spent on training in November. *Continuing education is an accumulation of hours from Aug-Nov.

Training

Firefighter drills & In-Service training	164+ Hours
Target Solution On-Line training.	129 Hours
BTA/Fire Inspections	150.5 Hours
*Continuing Education FFP-210/Hazardous ops.	339 Hours
Total Hours	782.5 Hours

A total of 2,700.75+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,830.25+ Hours
Ocean Rescue patrol	150.5+ Hours
Chief on Duty/Command	720 Hours
Total Hours	2,700.75+ Hours

In closing, the Volunteer Fire Department will continue to improve and increase its members' training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson Hopping

Judson Hopping,
Fire Chief

Monthly Activity Report - November 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
03-Nov-22	112 Commercial Blvd.	Accident w/Injuries	10:42:00 PM	11:17:00 PM	6
04-Nov-22	5200 North Ocean Drive	Other fire - suicide	1:55:00 PM	2:30:00 PM	8
04-Nov-22	Seagrape/Commercial Blvd.	Accident w/Injuries	8:18:00 PM	9:21:00 PM	7
06-Nov-22	3900 North Ocean Drive	Fire alarm	10:47:00 AM	11:06:00 AM	8
06-Nov-22	4344 El Mar Drive	Open water drowning - unfounded	4:31:00 PM	5:13:00 PM	6
09-Nov-22	1430 South Ocean Blvd.	Fire alarm	9:50:00 AM	10:13:00 AM	10
09-Nov-22	Flamingo/4000 N. Ocean	Other fire - PD matter canceled	8:36:00 PM	8:43:00 PM	5
09-Nov-22	1717 South Ocean Blvd.	Electrical utility fire	10:40:00 PM	11:07:00 PM	7
10-Nov-22	2 Commercial Blvd.	Electrical/utility fire	8:42:00 AM	11:07:00 AM	4
12-Nov-22	5000 North Ocean Blvd.	Open water drowning - kite surfer - no distress	2:41:00 PM	2:52:00 PM	6
12-Nov-22	440 North Ocean Drive	Vehicle accident	6:23:00 PM	6:58:00 PM	6
12-Nov-22	4400 El Mar Drive	Other fire - svc call on beach canceled in route	9:35:00 PM	9:43:00 PM	3
14-Nov-22	4417 Poinciana Street	Other fire - welfare ck	11:18:00 AM	11:27:00 AM	7
14-Nov-22	1967 Ocean Mist Drive	Electrical hazard	2:00:00 PM	2:24:00 PM	7
14-Nov-22	5100 North Ocean Drive	Fire alarm	5:42:00 PM	5:55:00 PM	6
15-Nov-22	1950 South Ocean Blvd.	Fire alarm	5:39:00 PM	5:49:00 PM	6
15-Nov-22	6 Sunset Lane	Other fire - flowing hydrant	6:29:00 PM	6:42:00 PM	5
16-Nov-22	1460 South Ocean Blvd.	Fire alarm	1:56:00 PM	2:08:00 PM	7
16-Nov-22	1913 Ocean Mist Drive	Other fire - hydrant spewing water	4:05:00 PM		8
18-Nov-22	1461 South Ocean Blvd.	Fire alarm	6:55:00 AM	7:12:00 AM	9
18-Nov-22	5555 North Ocean Drive	Other fire - carbon monoxide alarm	4:10:00 PM	4:26:00 PM	8
20-Nov-22	1600 South Ocean Blvd.	Fire alarm	4:28:00 PM	4:35:00 PM	6
20-Nov-22	1800 South Ocean Blvd.	Fire alarm	4:37:00 PM	4:46:00 PM	6
20-Nov-22	5100 North Ocean Blvd.	Fire alarm	6:24:00 PM	6:45:00 PM	5
21-Nov-22	3900 North Ocean Drive	Elevator rescue	8:53:00 AM	9:17:00 AM	6
22-Nov-22	5100 North Ocean Blvd.	Fire alarm	4:40:00 PM	4:53:00 PM	7
23-Nov-22	2024 Ocean Mist Drive	Fire alarm	8:58:00 AM	9:08:00 AM	6
24-Nov-22	1 Commercial Blvd.	Marine accident	12:24:00 PM	12:48:00 PM	7
25-Nov-22	1833 South Ocean Blvd.	Fire alarm - wrong zone	3:06:00 PM	3:13:00 PM	5
25-Nov-22	6000 North Ocean Blvd.	Fire alarm	6:11:00 PM	6:31:00 PM	6

26-Nov-22	257 Allenwood Drive	Fire alarm	9:10:00 AM	9:20:00 AM	5
26-Nov-22	6000 North Ocean Drive	Fire alarm	9:58:00 AM	10:11:00 AM	5
27-Nov-22	1430 South Ocean Blvd.	Fire alarm	8:10:00 AM	8:21:00 AM	7
28-Nov-22	4445 El Mar Drive	Structure fire	7:38:00 AM	8:14:00 AM	8
28-Nov-22	4013 North Ocean Blvd.	Elevator rescue	10:08:00 AM	10:29:00 AM	7
30-Nov-22	240 Hibiscus Avenue	Fire alarm	3:11:00 AM	3:26:00 AM	4
30-Nov-22	240 Hibiscus Avenue	Fire alarm	3:41:00 AM	4:01:00 AM	4
30-Nov-22	Commercial/Ocean	Other fire - suicide on beach	9:35:00 PM	9:54:00 PM	3
28-Oct-22	4500 El Mar Drive	Other fire - overturn boat	2:59:00 PM	3:19:00 PM	7
29-Oct-22	1740 E. Terra Mar Drive	Electrical/utility fire	7:05:00 PM	7:15:00 PM	5
30-Oct-22	270 Basin Drive	Other fire - dog locked in car	6:42:00 PM	6:55:00 PM	4
31-Oct-22	106 Commercial Blvd.	Fire alarm	11:18:00 AM	11:19:00 AM	7
			Total Calls	42	
Date	First Responder	Event Description	Start Time	End Time	No. of FF
04-Nov-22	South Ocean Blvd.	medical, E12 cleared by M12	6:23:00 PM	7:21:00 PM	5
07-Nov-22	North Ocean Drive	medical, E12 provided BLS care until M312 arrived	9:10:00 AM	10:22:00 AM	8
11-Nov-22	Codrington Drive	medical, lift assist only, no medical	8:12:00 AM	8:24:00 AM	13
11-Nov-22	Codrington Drive	medical, lift assist only, no medical	8:37:00 AM	8:45:00 AM	13
11-Nov-22	Bougainvilla Drive	medical, walk-up B12 paged M212	8:51:00 AM	9:32:00 AM	13
11-Nov-22	East Terra Mar	medical, lift assist only, no medical	10:16:00 AM	10:26:00 AM	11
12-Nov-22	Codrington Drive	medical, lift assist only, no medical	10:35:00 AM	10:52:00 AM	8
19-Nov-22	El Mar Drive	medical - assist pt off beach to M12	2:27:00 PM	3:21:00 PM	4
21-Nov-22	North Ocean Blvd.	medical, E12 provided BLS care until M12 arrivals	4:56:00 PM		6
30-Nov-22	El Mar Drive, Pole 14	medical, OR312 provided 1st aid until M12 arrival	2:59:00 PM	2:59:00 PM	4
30-Nov-22	Bougainvilla Drive	medical, E12 provided first aid until M312 arrival	5:30:00 PM	5:46:00 PM	4
			Total Calls	11	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
11-Nov-22	Town Hall	Veteran's Day ceremony Honor /Color Guard	10:00:00 AM	11:00:00 AM	11
29-Nov-22	station 12	station/truck tour w/visitors from Dallas	7:20:00 PM	7:48:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Nov-22	5000 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	5
02-Nov-22	5200 North Ocean Drive	Pre-planning fire inspection @Sea Ranch B	10:00:00 AM	12:00:00 PM	5
02-Nov-22	Station 12	In-service training; Adult & child/infant CPR video w/hands on lab	1:30:00 PM	3:00:00 PM	4
03-Nov-22	5100 NorthOcean Blvd.	Pre-planning fire inspection @Sea Ranch A	10:00:00 AM	12:00:00 PM	4
03-Nov-22	Station 12	Frozen turkey demo in deep fryer for town's	5:00:00 PM	9:00:00 PM	5
04-Nov-22	4660 North Ocean Drive	Pre-planning fire inspection @the Plung Hotel	10:00:00 AM	12:00:00 PM	4
05-Nov-22	Station 12	In-service training - fit testing	9:00:00 AM	10:00:00 AM	4
07-Nov-22	4660 El Mar Drive	Pre-planning fire inspection @Plung Hotel & Tiki Bar	10:00:00 AM	11:30:00 AM	5
08-Nov-22	1750 South Ocean Blvd.	Pre-planning fire inspection @Jade Beach East	10:00:00 AM	11:00:00 AM	5
08-Nov-22	Station 12	Air consumption	6:00:00 PM	10:00:00 PM	5
09-Nov-22	6002 North Ocean Drive	Pre-planning fire inspection @Sea Watch Restrauant	10:00:00 AM	11:30:00 AM	6
09-Nov-22	Station 12	In-service trng.; LBTSFD-ISJPR-06 Nozzles-fog-stalk tip, hose management - advance retreat, patterns & ventilation	2:30:00 PM	4:30:00 PM	5
11-Nov-22	Station 12	In service training; Fog and stack tip	3:00:00 PM	4:00:00 PM	4
14-Nov-22	4544 El Mar Drive	Pre-planning fire inspection @Village by the Sea	11:30:00 AM	1:00:00 PM	5
14-Nov-22	Station 12	Engine company ops; nozzle, water supply & officer training	6:00:00 PM	10:00:00 PM	6
15-Nov-22	1800 South Ocean Blvd.	Pre-planning fire inspection @Hampton Beach Club	10:00:00 AM	12:30:00 PM	5
16-Nov-22	1770 South Ocean Blvd.	Pre-planning fire inspection @Ocean Sound Condo	10:00:00 AM	12:00:00 PM	6

17-Nov-22	4636 El Mar Drive	Pre-planning fire inspection @The Residence Condo	10:00:00 AM	11:00:00 AM	5
17-Nov-22	Station 12	Vehicles; E12, E212 & SQ12 organization	6:00:00 PM	10:00:00 PM	7
21-Nov-22	1900 South Ocean Blvd.	Pre-planning fire inspection@Ocean Place	10:00:00 AM	12:30:00 PM	4
22-Nov-22	4444/4556 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	12:00:00 PM	4
22-Nov-22	1900 South Ocean Blvd.	BDA Test @Ocean Place	1:00:00 PM	2:00:00 PM	4
23-Nov-22	276 E. Commercial Blvd.	Fire Alarm permit inspection @Benihana's	9:00:00 AM	10:00:00 AM	4
23-Nov-22	Station 12	In-service training; fire attack, 1st arriving engine hose lay & 1st hose assignments	2:00:00 PM	4:00:00 PM	4
28-Nov-22	4050 North Ocean Blvd.	Pre-planning fire inspection @Caribe Co-op	10:08:00 AM	12:00:00 PM	5
28-Nov-22	Station 12	Drivers training, hydrant, 1 3/4 & 2 1/2 handlines, fog, & smooth bore	6:00:00 PM	10:00:00 PM	10
29-Nov-22	4900 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	5

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Nov-22	Beach	Ocean rescue patrol; 9-9:30a, 1:30-2:30p & 3:30-4:30p	12:30:00 AM	15:00 PM	2
02-Nov-22	Beach	Ocean rescue patrol; 09:15-9:30a, 12:15-12:35p, & 4-5p	12:30:00 PM	2:00:00 PM	3
03-Nov-22	Beach	Ocean rescue patrol; 12:45-15:45p	12:45:00 PM	3:45:00 PM	3
04-Nov-22	Beach	Ocean rescue patrol; 09:30-10a, 12-1p & 4-5p	2:00:00 PM	4:30:00 PM	2
05-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 1-3p & 4-5p	1:00:00 PM	4:30:00 PM	2
06-Nov-22	Beach	Ocean rescue patrol; 10-11a, 12-1p, 2-2:30p & 4:30-5:30 rained off/on	11:30:00 AM	3:00:00 PM	2
07-Nov-22	Beach	Ocean rescue patrol; 11:45-12:45p, 1:30-2:30p & 4-5p	12:45:00 PM	3:45:00 PM	2
08-Nov-22	Beach	Ocean rescue patrol; 11:15-12:15p & 2:30-3:30p	12:00:00 PM	2:00:00 PM	2
10-Nov-22	Beach	Assisted FM 8-9:30a taping off pier, 10-12n put life rings back out, & 2-3p pulled over hundred feet of cable off shore, 4-5 assist FM discuss lights on pier	8:30:00 AM	2:00:00 PM	3
11-Nov-22	Beach	Ocean rescue patrol; 09:30-10a, 2-3p & 4-5p	12:00:00 PM	2:30:00 PM	2
12-Nov-22	Beach	Ocean rescue patrol; 12-1p	12:00:00 PM	1:00:00 PM	3

13-Nov-22	Beach	Ocean rescue patrol; 11:00-12:15p & 3:30-4:30p	12:30:00 PM	2:45:00 PM	2
14-Nov-22	Beach	Ocean rescue patrol; 2:45-3:45p & 4-5p	2:45:00 PM	4:45:00 PM	2
15-Nov-22	Beach	Ocean rescue patrol; 09:30-9a, 2-3p, & 4:40-5:20p	2:00:00 PM	3:10:00 PM	2
16-Nov-22	Beach	Ocean rescue patrol; 12-1p & 4:40-5p	12:00:00 PM	1:20:00 PM	4
17-Nov-22	Beach	Ocean rescue patrol; 11:30-12:30p, 2:30-3:30p, & 4:30-5p	11:30:00 AM	2:30:00 PM	3
19-Nov-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5pm	11:00:00 AM	2:00:00 PM	2
20-Nov-22	Beach	Ocean rescue patrol; did not take marine 212 out due to weather conditions, 100% rain	10:00:00 AM	10:20:00 AM	2
21-Nov-22	Beach	Ocean rescue patrol; 09:30-10a & 2-3p	2:00:00 PM	1:30:00 PM	2
22-Nov-22	Beach	Ocean rescue patrol; did not go out rainy all day			
23-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 1-2p, & 4:30-5:30p	12:00:00 PM	3:00:00 PM	3
24-Nov-22	Beach	Ocean rescue patrol; 10-11a & 1-2p	12:00:00 PM	2:00:00 PM	2
25-Nov-22	Beach	Ocean rescue patrol; 9:30-10:30a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
26-Nov-22	Beach	Ocean rescue patrol; 10:30-11:30a, 2-4p & 5-5:30p	11:30:00 AM	3:00:00 PM	2
27-Nov-22	Beach	Ocean rescue patrol; 10:15-12n, 2:15-3:50p, 4-4:30 & 4:50-5p	11:00:00 AM	2:30:00 PM	2
28-Nov-22	Beach	Ocean rescue patrol; 8:30-9a, 2:50-3:50p & 4:30-5p	2:50:00 PM	4:20:00 PM	2
29-Nov-22	Beach	Ocean rescue patrol; 1-1:30p & 3-4:30p	1:30:00 PM	3:30:00 PM	2
30-Nov-22	Beach	Ocean rescue patrol; 10-11:30a, 1-2p, & 4:30-5:30p	11:30:00 AM	3:00:00 PM	2

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

LBTS Volunteer Fire Department - November 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Arellana	Brandy	176968	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	9
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	4
Besosa	Jose	193537	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	7
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	9
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	10	17
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	14
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	30	65
Crow	Mark	203062	Regular Member		Trainee	Trainee	CPR for healthcare provider	0	0
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	12	12
Edouard	Myriam		Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	33	62
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	7
Hernandez	Andy	189053	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	10
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	10
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	13	23
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	0	2
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	25	60
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	8	18
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	10
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	41	77
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	9	15
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	3	9
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	11
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	7
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	10	11
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	40
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	17	30
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	6
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	11
Salzman	Samuel	185009	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	9
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	8
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	16
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	4	7
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	9
Swerdlhoff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	8
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	3
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	8



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for December 13, 2022

Explanation: Following is the Town Manager's report for December 13, 2022.

1. Pier Update

On November 25, 2022, a visual inspection of the pier with Dane Hancock P.E. via private boat found that the repair of the structure may not be an option or one that is economical or practical because of the level of deterioration. Therefore, more analysis needs to be done, cost estimates completed, and a determination of any restraints of the permitting agencies for the pier. The Development Services Director will summarize information that was presented to the Special Magistrate at the December 9, 2022 meeting.

2. Sea Lord Update

The Sea Lord Hotel received a stop work order for their roof structure and façade due to deviations from the approved site plan. Since that time, staff has been working with the hotel owner to bring the property into compliance. Town Staff continues to work with the owner and his representatives to find a suitable solution that is code and Town Charter compliant. Until the property is brought into compliance, daily fines of \$250 continue to run.

3. Christmas Tree

The current Christmas tree is old, in poor condition and is in dire need of replacement. This year, the Town included \$50,000 in its budget for a new Town Christmas tree and ornaments. The best time to purchase a tree is immediately after Christmas when the trees are on sale. However, the purchase exceeds the Town Manager's authorization without commission approval. Staff would like to receive advance approval up to \$50,000 to purchase a Christmas tree and then bring the purchase to the Commission at the January 10th meeting after the purchase has been made. This way, we can take advantage of after Christmas sales.

Commission Action Required: Request authorization from the Town Commission to exceed the Town Manager's authorization to purchase a Christmas tree not to exceed \$50,000.

4. Volunteer Fire Department Contract

The Volunteer Fire Department Contract expired on November 30, 2022. Ken Rubach is currently working with the VFD to review the contract and incorporate some of the

recommendations we received from the VFD Audit. We expect the contract to be complete and presented to the Commission in January. Therefore, I have exercised the option included in the purchasing manual to extend the VFD contract 90 days to February 28, 2023.

5. Lateral Lining

Lateral lining extends the life of our sanitary system and reduce emergency maintenance costs by eliminating the need for repairs. The Town has completed lining the main lines and will begin phase two of lining laterals. Work is slated to start in late January initially starting with the downtown area, which is the area most susceptible to blockages due to high usage. This project is funded in the 2023 Sewer Enterprise fund.

6. Canal Dredging

In 2020, as part of our 5-Year Capital Improvement Plan, benthic surveys were performed on all the Canals within the Town. Of the Town’s six canals, four were determined to require dredging to bring the canals to a standard depth of -5’ Mean Low Water (MLW) which is average low tide elevation recommended by the Army Corps of Engineers. Dredging in Canal B and Silver Shore waterways will be starting shortly and will take approximately 60 days to complete. This project is funded through the 2023 CIP. We anticipate including additional canals in future years’ CIP budget.

7. Courtney Easley – Rising Star!



Courtney Easley was recognized by the Broward County City Managers Association with the Rising Star award. In the short time that Courtney has worked for the Town, she has made a significant positive impact. We agree and feel fortunate to have Courtney working for the Town.

8. Upcoming Meetings

January 4	Planning and Zoning Board	Jarvis Hall	6:00 p.m.
January 10	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
January 26	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Lucila Lang, Director of Budget & Finance

Submitting Department: Finance Department

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: September 2022 Finance Report

Explanation: Presented is the preliminary September 2022 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings the Town to the end of the fiscal year.

At the end of September, the Town has completed 100% of fiscal year 2021/2022. The books for the fiscal year have not been closed so the information presented in this report should be considered as preliminary fiscal year-end operation results:

September, 2022

The following is a summary of the operating results through : 9/30/2022

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,306,453.00	\$ 1,688,752.00	\$ 12,617,701.00	\$ 12,947,706.32	102.62%	\$ 13,147,180.89	104.20%	\$ (199,474.57)
Building Fund	\$ 930,681.00	\$ 105,998.00	\$ 824,683.00	\$ 2,045,640.25	248.05%	\$ 1,421,760.15	172.40%	\$ 623,880.10
Sewer Fund	\$ 1,394,936.00	\$ 200,281.00	\$ 1,194,655.00	\$ 1,304,343.83	109.18%	\$ 945,470.64	79.14%	\$ 358,873.19
Fire Fund	\$ 1,964,755.00	\$ 917,507.00	\$ 1,047,248.00	\$ 1,065,663.33	101.76%	\$ 1,029,038.92	98.26%	\$ 36,624.41
Capital Fund	\$ 8,598,478.00	\$ 4,979,072.00	\$ 3,619,406.00	\$ 5,288,202.81	146.11%	\$ 3,319,424.85	38.60%	\$ 1,968,777.96
Parking Fund	\$ 4,297,862.00	\$ 2,002,979.00	\$ 2,294,883.00	\$ 3,248,926.96	141.57%	\$ 4,229,778.21	98.42%	\$ (980,851.25)
Grand Total	\$ 31,493,165.00	\$ 9,894,589.00	\$ 21,598,576.00	\$ 25,900,483.50		\$ 24,092,653.66		\$ 1,807,829.84

Notable items this month are as follows:

General Fund-001:

- As noted in the table above, actual General Fund expenditures exceeded General Fund revenues, therefore, the General Fund will decrease by an estimated \$199K. As a reminder, the amended FY22 budget had allocated \$1.6M of appropriated

fund balance, but many of the revenue categories (Ad Valorem Property Taxes, Utility Taxes, Franchise Taxes, Licenses & Permits) exceeded the amounts budgeted and several expenditure categories (Visitor Center, Administration, Tourism & Community Outreach, Development Services) spent less than was allocated.

Building Fund-102:

- Building permits and Inspection fees collected more (\$1M) than budget and since building permit services have a direct correlation, these also had an increase. Overall, the building fund will have an estimated unaudited positive effect on the fund balance by approximately \$500K. This is due to the fact that there was a 6%+ increase in the number of permits issued and the cost of the projects were higher than in FY21. In addition, the expenses for salaries, FICA Taxes, retirement, and group insurance were less than budgeted due to the fact that the department has not had an Assistant Development Services Director for a large portion of the fiscal year. As of this report, the September CAP invoice has not been received/processed.

Sewer Fund-103:

- Sewer fees for the year exceeded the budget by \$110K (9.30%).
- Expenditures were less than budgeted as \$240K was not spent in sewer line maintenance, contingency was not used and capital outlay only used 32% of the budgeted amount. Overall, the sewer fund will have an estimated unaudited positive effect on the fund balance by approximately \$358K.

Fire Fund-115:

- Actual Fire Fund Assessment revenues for the year exceeded the budget by \$18K.
- The Fire Fund expenditure budget included \$6K for Fire Department Pension which were not used and \$918K for the new Fire truck which was not received in this fiscal year. As a result of these variances, the Fire Fund balance will increase by approximately \$36K.

Capital Projects Fund-300:

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

SEPTEMBER, 2022 REPORT INFORMATION					
CIP Projects	Budget	September Expenditures	YTD Expenditures	% Completion	Comments
A1A Hibiscus Crosswalk	\$ 45,000.00	\$ -	\$ 54,902.93	Complete	Project complete.
Town Hall Complex	\$ 321,755.00	\$ 154,860.20	\$ 299,424.40	Complete	Payments made to PSI Roofing i/a/o \$115,651.36-90% completion of roof repair services for Development Services, Jarvis Hall, VFD and Public Works Buildings. \$28,912.84-100% completion-Final Invoice, \$10,296.00.
Downtown Parking Reconfiguration	\$ 350,000.00	\$ -	\$ 38,987.65	11.14%	No activity for the month of September.
Bel Air-Seawall Repair-East	\$ 220,297.00	\$ 490.76	\$ 7,718.17	3.50%	Payment to The Chappell Group, Inc. i/a/o \$490.76 to process ERP, permit and applications.
Canal Dredging	\$ 109,954.00	\$ 2,456.50	\$ 32,214.21	29.30%	Payments to The Chappell Group, Inc. i/a/o \$1,479.28 and \$977.22 for meetings with clients.
Storm Water Rate Study	\$ 40,000.00	\$ -	\$ 19,642.32	49.11%	No activity for the month of September.
East Tradewinds Improvement	\$ 50,000.00	\$ 2,350.00	\$ 5,754.00	11.51%	Payment made to State Contracting and Engineering Corp. for preconstruction services for median modifications along E. Commercial Blvd at W. Tradewinds Avenue.
Beach Renourishment	\$ 54,518.00	\$ -	\$ 50,352.87	Complete	No activity for the month of September.
Pedestrian Amenities	\$ 150,000.00	\$ -	\$ 2,646.51	1.76%	No activity for the month of September.
Palm Club Sewer	\$ 3,156,061.00	\$ 233,870.57	\$ 2,539,465.34	Complete	Payment made to Baxter & Woodman Consulting i/a/o \$5,277.00 for construction inspection and electrical engineering and \$31,954.71 for construction inspection. Payments made to Man Con, Incorporated i/a/o \$207,276.71 as pay application #7-final and \$2,800 for gate opener loop/fence and shrub.
Street Project-Codrington Drive	\$ 1,318,584.00	\$ 10,058.99	\$ 74,007.12	5.61%	Payments made to Flynn Engineering i/a/o \$334.69 for the review of Codrington plans and permits. Payments made to Baxter & Woodman i/a/o \$7995.70 for design, permitting, bidding assistance, landscape design and \$1,728.60 for permitting and bidding assistance.
Street Project-Bougainville/PoINCIANA	\$ 240,000.00	\$ -	\$ -	0.00%	Project will be considered in future CIP.
Dog Park Pilot	\$ 50,000.00	\$ -	\$ -	0.00%	Project will be considered in future CIP.
Greenway-El Mar Drive	\$ 2,327,566.00	\$ 72,278.77	\$ 72,278.77	Complete	Payments made to The Paving Lady for road edge swale paving.
Totals:	\$ 8,433,735.00	\$ 476,365.79	\$ 3,197,394.29		

Parking Fund-310:

- Parking Fund revenues were strong as PILOP payments exceeded budget by approximately \$82K, charges for services exceeded budget by approximately \$900K.
- Overall expenditures came in at \$68K less than budgeted. As a reminder the Town purchased the South Ocean lot with an initial first payment in the amount of \$2M which came from the Parking Fund. In addition to this purchase, a transfer to the Capital Improvement Fund was made from Parking in the amount of \$1.1M. This will bring a reduction in the fund balance of approximately \$1M.
- Below is a breakdown of revenue by lots with the last column being for the month of September. There was a slight increase of 13.64% in September of 2022 from September of 2021.

FY22	May, 2022		June, 2022		July, 2022		August, 2022		September, 2022	
	Revenue	\$(+/)from 05/21	Revenue	\$(+/)from 06/21	Revenue	\$(+/)from 07/21	Revenue	\$(+/)from 08/21	Revenue	\$(+/)from 09/21
South Ocean	\$ 27,816.58	\$7,486.76	\$ 21,136.59	(\$1,583.01)	\$ 24,060.93	\$ 4,781.80	\$ 22,585.01	\$ 3,601.35	\$ 14,542.94	\$ 609.50
Ocean Front Meters	\$ 41,463.45	\$16,071.60	\$ 37,720.06	\$2,443.03	\$ 40,439.33	\$ 12,882.42	\$ 45,997.15	\$ 12,616.46	\$ 36,360.36	\$ 8,216.41
Commercial Blvd. Meters	\$ 6,993.65	(\$4,267.74)	\$ 6,500.22	(\$7,014.94)	\$ 5,733.30	\$ (4,043.54)	\$ 7,116.08	\$ (3,939.59)	\$ 2,679.88	\$ (2,669.87)
Parking Meters-Beach	\$ 22,815.36	\$1,120.73	\$ 21,645.50	(\$3,628.42)	\$ 17,821.91	\$ (3,772.74)	\$ 23,608.82	\$ 346.84	\$ 15,788.11	\$ (7,324.84)
PalM Portal-FDG	\$ 12,842.72	\$12,842.72	\$ 11,961.02	\$11,961.02	\$ 13,703.14	\$ 13,703.14	\$ 12,960.86	\$ 12,960.86	\$ 8,939.55	\$ 8,939.55
El Prado Parking Lot	\$ 61,048.08	\$16,112.55	\$ 48,715.21	(\$3,309.96)	\$ 59,202.37	\$ 13,874.59	\$ 53,689.69	\$ 8,223.73	\$ 40,918.54	\$ 8,303.97
Town Hall Parking Lot	\$ 4,657.32	\$171.27	\$ 2,678.94	\$710.82	\$ 3,377.87	\$ 761.71	\$ 1,457.64	\$ (524.50)	\$ 2,050.39	\$ 67.54
El Mar Parking Lot	\$ 28,623.57	\$9,086.08	\$ 24,386.96	(\$981.94)	\$ 24,122.03	\$ 4,790.23	\$ 28,555.83	\$ 6,056.47	\$ 20,242.14	\$ 3,306.65
A1A Parking Lot	\$ 61,952.75	\$13,812.73	\$ 50,742.53	(\$5,324.12)	\$ 59,739.17	\$ 15,017.40	\$ 56,945.96	\$ 10,649.56	\$ 37,756.40	\$ 3,043.25
Bougainvillea/Poinciana	\$ 18,959.87	\$1,565.57	\$ 15,948.55	(\$2,724.27)	\$ 17,365.58	\$ 2,821.37	\$ 15,614.67	\$ 121.09	\$ 12,068.12	\$ 481.58
Monthly Total:	\$ 287,173.35		\$ 241,435.58		\$ 265,565.63		\$ 268,531.71		\$ 191,346.43	
<i>Difference from last year \$:</i>	<i>\$ 74,002.27</i>		<i>\$ (9,451.79)</i>		<i>\$ 60,816.38</i>		<i>\$ 50,112.27</i>		<i>\$ 22,973.74</i>	
<i>Difference from last year %:</i>	<i>34.71%</i>		<i>-3.77%</i>		<i>29.70%</i>		<i>22.94%</i>		<i>13.64%</i>	

The top producing lots for September 2022 were:

- El Prado Parking Lot
- A1A Parking Lot
- Ocean Front Meters
- El Mar Parking Lot
- Parking Meters-Beach

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. In addition to the front desk, the Town utilizes Municipal Citations to collect parking fines and in May 2022, the Town hired RTR Financial Services, Inc. (collection agency) to assist with past due uncollected parking fines. Through September, the Town has received \$4,044.48 from RTR.

Parking Fines	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022
	\$ 16,950.00	\$ 1,135.00	\$ 1,956.00	\$ 3,306.32	\$ 2,599.07	\$ 2,705.25

Attachments:

- Ex.1 Revenue/Expenditure Report
Ex.2 Cash-Investment Report September, 2022



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00 %
Department: 000000 - NonDesignated Total:	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29 %
Department: 301000 - Ad Valorem Property Taxes Total:	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	897,700.00	897,700.00	198,163.70	966,651.66	68,951.66	107.68 %
001-301100-311440 Gas Utility Tax	18,000.00	18,000.00	1,278.00	16,970.88	-1,029.12	94.28 %
001-301100-314300 Water Utility Tax	167,400.00	167,400.00	34,007.29	181,285.50	13,885.50	108.29 %
Department: 301100 - Utility Taxes Total:	1,083,100.00	1,083,100.00	233,448.99	1,164,908.04	81,808.04	107.55%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,500.00	600,500.00	145,294.06	704,096.67	103,596.67	117.25 %
001-301600-313300 Waste Franchise Collection	171,000.00	171,000.00	28,428.62	103,264.05	-67,735.95	60.39 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	25,748.40	16,748.40	286.09 %
001-301600-313400 Gas Franchise	19,000.00	19,000.00	3,060.85	23,474.00	4,474.00	123.55 %
001-301600-313600 Towing Franchise Fees	700.00	700.00	200.00	780.00	80.00	111.43 %
Department: 301600 - Franchise Taxes Total:	800,200.00	800,200.00	176,983.53	857,363.12	57,163.12	107.14%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	86,000.00	86,000.00	1,410.95	91,314.15	5,314.15	106.18 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	0.00	84,558.40	44,558.40	211.40 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	0.00	490.00	-10.00	98.00 %
001-302000-322250 Zoning Permit & Fees	0.00	1,980.00	350.00	1,980.00	0.00	100.00 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	100.00	760.00	-2,240.00	25.33 %
Department: 302000 - Licenses & Permits Total:	129,500.00	131,480.00	1,860.95	179,102.55	47,622.55	136.22%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	169,000.00	169,000.00	5,362.22	223,444.99	54,444.99	132.22 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	10,454.79	10,552.68	-6,147.32	63.19 %
001-303000-311180 Sales Tax	422,700.00	422,700.00	82,596.66	519,531.36	96,831.36	122.91 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,499.00	67,499.00	8,978.49	62,424.95	-5,074.05	92.48 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	47,857.00	47,857.00	9,134.81	46,798.11	-1,058.89	97.79 %
001-303000-315100 Communication Service Tax	321,000.00	321,000.00	49,148.54	308,261.56	-12,738.44	96.03 %
001-303000-334910 Bcc-senior Center Grant	19,233.00	19,233.00	0.00	19,801.00	568.00	102.95 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	55,997.48	110,946.00	-39,054.00	73.96 %
001-303000-334915 Fdot-reimbursable Grant	18,606.00	18,606.00	0.00	0.00	-18,606.00	0.00 %
001-303000-334930 Emergency Supplemental Funding	0.00	15,710.00	0.00	15,710.07	0.07	100.00 %
001-303000-334932 Dune Management Grant	30,000.00	30,000.00	0.00	29,436.55	-563.45	98.12 %
001-303000-343400 Recycling Revenue	0.00	960.00	0.00	960.93	0.93	100.10 %
Department: 303000 - Intergovernmental Revenues Total:	1,262,595.00	1,279,265.00	221,672.99	1,347,868.20	68,603.20	105.36%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	1,650.00	1,650.00	0.00	1,350.00	-300.00	81.82 %
001-304000-347500 Tennis - Shuffle Key	6,000.00	6,000.00	180.00	12,310.00	6,310.00	205.17 %
Department: 304000 - Charges for Services Total:	7,650.00	7,650.00	180.00	13,660.00	6,010.00	178.56%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	1,924.29	15,966.18	-16,033.82	49.89 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	3,625.00	22,740.00	-2,260.00	90.96 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	1,500.00	-1,500.00	50.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	5,549.29	40,206.18	-19,793.82	67.01%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	30,000.00	30,000.00	825.55	4,249.15	-25,750.85	14.16 %
001-306000-362000	Rent/lease Royalties	79,503.00	79,503.00	0.00	69,441.16	-10,061.84	87.34 %
001-306000-365400	Recycling Revenue	0.00	0.00	0.00	2,501.60	2,501.60	0.00 %
001-306000-366100	Donations	6,000.00	6,000.00	0.00	17,050.00	11,050.00	284.17 %
001-306000-369100	Miscellaneous Revenues	75,000.00	75,000.00	3,445.05	90,513.64	15,513.64	120.68 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	0.00	7,190.00	-7,810.00	47.93 %
001-306000-369201	Miscellaneous Merchandisesales	0.00	0.00	5.00	474.00	474.00	0.00 %
001-306000-369250	Recreational Activities Fee	1,430.00	1,430.00	20.00	870.00	-560.00	60.84 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	0.00	400.00	150.00	160.00 %
001-306000-369901	Insurance Reimbursement	30,500.00	30,500.00	15,608.82	17,692.81	-12,807.19	58.01 %
Department: 306000 - Miscellaneous Revenues Total:		237,683.00	237,683.00	19,904.42	210,382.36	-27,300.64	88.51%
Department: 581100 - Interfund Transfers							
001-581100-380115	Transfer From Fire - Oh Costs	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00%
Revenue Total:		14,287,803.00	14,306,453.00	665,280.15	12,947,706.32	-1,358,746.68	90.50%
Expense							
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	68,415.00	68,415.00	8,883.42	68,657.19	-242.19	100.35 %
001-511000-500210	Employer Fica Taxes	5,234.00	5,234.00	643.26	5,159.77	74.23	98.58 %
001-511000-500220	Retirement	35,179.00	35,179.00	3,375.71	39,546.29	-4,367.29	112.41 %
001-511000-500230	Group Insurance	82,347.00	82,347.00	2,659.89	47,230.03	35,116.97	57.35 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	243.75	4,106.25	393.75	91.25 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	275.00	225.00	55.00 %
001-511000-500512	Elections	13,400.00	13,400.00	0.00	772.81	12,627.19	5.77 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	969.10	1,730.90	35.89 %
001-511000-500545	Training	6,000.00	6,000.00	904.69	904.69	5,095.31	15.08 %
001-511000-500550	Operating Expenses	15,000.00	15,000.00	0.00	10,528.24	4,471.76	70.19 %
Department: 511000 - Commission Total:		233,275.00	233,275.00	16,710.72	178,149.37	55,125.63	76.37%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45 %
Department: 511100 - Donation-Non Profits Total:		63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	13,427.00	13,427.00	983.60	13,226.75	200.25	98.51 %
001-511200-500140	Overtime Salaries	1,500.00	1,500.00	0.00	250.21	1,249.79	16.68 %
001-511200-500210	Employer Fica Taxes	1,142.00	1,142.00	75.25	1,014.73	127.27	88.86 %
001-511200-500220	Retirement	1,453.00	1,453.00	310.95	2,152.80	-699.80	148.16 %
001-511200-500230	Group Insurance	4,019.00	4,019.00	144.86	2,642.90	1,376.10	65.76 %
001-511200-500340	Sewer/wastewater	3,300.00	3,300.00	293.77	3,421.88	-121.88	103.69 %
001-511200-500430	Electric Service	1,600.00	1,600.00	250.61	1,337.27	262.73	83.58 %
001-511200-500431	Water Service	3,000.00	3,000.00	317.10	3,684.81	-684.81	122.83 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	662.50	9,337.50	6.63 %
001-511200-500550	Operating Expenses	10,000.00	10,000.00	5,689.37	6,971.35	3,028.65	69.71 %
001-511200-500553	Visitor Center Staff Salaries	55,000.00	55,000.00	2,634.35	19,840.87	35,159.13	36.07 %
Department: 511200 - Visitor Center Total:		104,441.00	104,441.00	10,699.86	55,206.07	49,234.93	52.86%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	70,340.64	549,475.45	47,336.55	92.07 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	2,401.50	12,598.50	16.01 %
001-513000-500140	Overtime Salaries	2,500.00	2,500.00	963.28	1,518.90	981.10	60.76 %
001-513000-500210	Employer Fica Taxes	45,848.00	45,848.00	5,444.52	66,591.21	-20,743.21	145.24 %
001-513000-500220	Retirement	101,767.00	101,767.00	9,602.43	101,993.07	-226.07	100.22 %
001-513000-500230	Group Insurance	156,748.00	156,748.00	4,795.77	90,889.66	65,858.34	57.98 %
001-513000-500315	Professional Services	54,000.00	54,000.00	0.00	0.00	54,000.00	0.00 %
001-513000-500320	Audit Expense	38,000.00	38,000.00	0.00	31,500.00	6,500.00	82.89 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	1,456.55	6,997.05	-1,997.05	139.94 %
001-513000-500345	Contractual Services	45,840.00	45,840.00	8,416.02	61,111.42	-15,271.42	133.31 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-513000-500463	Service Maintenance Contracts	21,300.00	21,300.00	722.13	20,558.95	741.05	96.52 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	1,815.04	1,684.96	51.86 %
001-513000-500508	Postage	4,500.00	4,500.00	758.98	7,768.33	-3,268.33	172.63 %
001-513000-500510	Office Supplies	6,000.00	6,000.00	100.19	3,422.47	2,577.53	57.04 %
001-513000-500540	Dues & Subscriptions	7,795.00	7,795.00	674.50	5,379.50	2,415.50	69.01 %
001-513000-500545	Training	10,800.00	10,800.00	636.24	7,754.58	3,045.42	71.80 %
001-513000-500550	Operating Expenses	15,820.00	15,820.00	4,801.97	22,510.21	-6,690.21	142.29 %
Department: 513000 - Administration Total:		1,131,230.00	1,131,230.00	108,713.22	981,687.34	149,542.66	86.78%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	315,000.00	315,000.00	73,141.22	328,202.62	-13,202.62	104.19 %
001-514000-500314	Litigation	105,000.00	105,000.00	5,003.29	22,688.38	82,311.62	21.61 %
001-514000-500319	Ethics Research, Training & Op	6,000.00	6,000.00	1,536.80	9,469.40	-3,469.40	157.82 %
Department: 514000 - Town Attorney Total:		426,000.00	426,000.00	79,681.31	360,360.40	65,639.60	84.59%
Department: 519000 - General							
001-519000-500120	Regular Salaries	162,750.00	162,750.00	15,108.14	141,639.42	21,110.58	87.03 %
001-519000-500140	Overtime Salaries	0.00	281.00	0.00	281.25	-0.25	100.09 %
001-519000-500210	Employer Fica Taxes	12,451.00	12,451.00	1,158.89	10,624.70	1,826.30	85.33 %
001-519000-500220	Retirement	17,610.00	17,610.00	1,202.16	14,883.29	2,726.71	84.52 %
001-519000-500230	Group Insurance	33,808.00	33,808.00	2,878.08	20,151.23	13,656.77	59.60 %
001-519000-500311	Advertisements	12,000.00	12,000.00	6,125.00	17,960.74	-5,960.74	149.67 %
001-519000-500315	Professional Services	40,000.00	40,000.00	15,691.37	64,952.96	-24,952.96	162.38 %
001-519000-500345	Contractual Services	40,200.00	40,200.00	6,961.76	31,070.70	9,129.30	77.29 %
001-519000-500349	Community Bus	160,216.00	160,216.00	16,518.04	110,441.15	49,774.85	68.93 %
001-519000-500451	Auto, Property & Liability Ins	134,800.00	134,800.00	0.00	129,134.66	5,665.34	95.80 %
001-519000-500452	Workers Compensation Insur	44,000.00	44,000.00	0.00	38,741.00	5,259.00	88.05 %
001-519000-500463	Service Maintenance Contracts	12,000.00	12,000.00	709.56	2,925.40	9,074.60	24.38 %
001-519000-500497	Contingency	100,000.00	79,629.00	0.00	1,200.84	78,428.16	1.51 %
001-519000-500506	Printing & Binding	18,500.00	18,500.00	13,952.57	31,544.04	-13,044.04	170.51 %
001-519000-500508	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-519000-500511	Computer Expense	91,575.00	91,575.00	16,543.00	124,147.08	-32,572.08	135.57 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500545	Training	500.00	500.00	0.00	0.00	500.00	0.00 %
001-519000-500550	Operating Expenses	23,000.00	23,000.00	30.00	31,472.94	-8,472.94	136.84 %
001-519000-500552	Recycling And Solid Waste Exp	30,000.00	30,000.00	3,207.48	7,939.59	22,060.41	26.47 %
001-519000-500640	Capital Outlay - Equip & Mach	0.00	30,340.00	0.00	30,340.19	-0.19	100.00 %
Department: 519000 - General Total:		936,635.00	946,885.00	100,086.05	809,451.18	137,433.82	85.49%
Department: 519100 - Tourism and Community Outreach							
001-519100-500311	Advertisements	34,700.00	34,700.00	25.00	6,996.68	27,703.32	20.16 %
001-519100-500315	Professional Services	91,500.00	91,500.00	3,031.23	31,115.94	60,384.06	34.01 %
001-519100-500345	Contractual Services	17,758.00	17,758.00	42.25	8,565.18	9,192.82	48.23 %
001-519100-500495	Special Events	9,400.00	9,400.00	1,115.00	5,138.80	4,261.20	54.67 %
001-519100-500506	Printing & Binding	15,275.00	15,275.00	4,601.50	5,736.38	9,538.62	37.55 %
001-519100-500540	Dues & Subscriptions	1,780.00	1,780.00	0.00	804.51	975.49	45.20 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	480.57	480.57	519.43	48.06 %
Department: 519100 - Tourism and Community Outreach Total:		171,413.00	171,413.00	9,295.55	58,838.06	112,574.94	34.33%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	5,666.12	62,611.93	17,388.07	78.26 %
001-521000-500345	Contractual Services	5,378,907.00	5,378,907.00	444,383.26	5,375,048.01	3,858.99	99.93 %
001-521000-500352	Contract Services	5,000.00	5,000.00	0.00	4,996.19	3.81	99.92 %
001-521000-500520	Bldg. Maintenance	1,500.00	1,500.00	0.00	429.00	1,071.00	28.60 %
001-521000-500550	Operating Expenses	5,000.00	5,000.00	0.00	3,410.97	1,589.03	68.22 %
001-521000-500640	Capital Outlay - Equip & Mach	2,200.00	2,200.00	0.00	2,375.00	-175.00	107.95 %
Department: 521000 - Police Department Total:		5,472,607.00	5,472,607.00	450,049.38	5,448,871.10	23,735.90	99.57%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	873,699.00	873,699.00	0.00	873,699.00	0.00	100.00 %
Department: 523000 - Emergency Medical Services Total:		873,699.00	873,699.00	0.00	873,699.00	0.00	100.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	272,842.00	272,842.00	19,831.77	217,731.74	55,110.26	79.80 %
001-524000-500140	Overtime Salaries	5,000.00	5,000.00	0.00	284.94	4,715.06	5.70 %
001-524000-500210	Employer Fica Taxes	21,255.00	21,255.00	1,494.29	16,281.88	4,973.12	76.60 %
001-524000-500220	Retirement	61,131.00	61,131.00	3,322.60	44,964.56	16,166.44	73.55 %
001-524000-500230	Group Insurance	74,259.00	74,259.00	170.87	30,927.52	43,331.48	41.65 %
001-524000-500315	Professional Services	66,500.00	66,500.00	17,190.01	64,697.16	1,802.84	97.29 %
001-524000-500345	Contractual Services	319,574.00	319,574.00	49,203.81	308,083.64	11,490.36	96.40 %
001-524000-500461	Vehicle Maintenance	250.00	250.00	0.00	85.88	164.12	34.35 %
001-524000-500462	Fuel	500.00	500.00	71.02	405.53	94.47	81.11 %
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	283.45	4,124.97	2,475.03	62.50 %
001-524000-500506	Printing & Binding	1,300.00	1,300.00	977.02	4,714.51	-3,414.51	362.65 %
001-524000-500508	Postage	5,000.00	5,000.00	0.00	289.26	4,710.74	5.79 %
001-524000-500510	Office Supplies	2,500.00	2,500.00	0.00	506.69	1,993.31	20.27 %
001-524000-500525	Uniform Expense	600.00	600.00	329.08	329.08	270.92	54.85 %
001-524000-500540	Dues & Subscriptions	3,300.00	3,300.00	837.00	837.00	2,463.00	25.36 %
001-524000-500545	Training	4,500.00	4,500.00	399.00	983.00	3,517.00	21.84 %
001-524000-500550	Operating Expenses	9,000.00	9,000.00	236.16	2,491.97	6,508.03	27.69 %
001-524000-500640	Capital Outlay - Equip't & Mach	0.00	8,400.00	0.00	8,400.00	0.00	100.00 %
Department: 524000 - Development Services Total:		854,111.00	862,511.00	94,346.08	706,139.33	156,371.67	81.87%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	888,471.00	888,471.00	98,205.88	895,674.69	-7,203.69	100.81 %
001-541100-500140	Overtime Salaries	50,000.00	50,000.00	5,506.76	38,080.43	11,919.57	76.16 %
001-541100-500210	Employer Fica Taxes	71,793.00	71,793.00	7,901.55	70,984.56	808.44	98.87 %
001-541100-500220	Retirement	112,979.00	112,979.00	9,082.23	115,839.78	-2,860.78	102.53 %
001-541100-500230	Group Insurance	285,494.00	285,494.00	6,470.39	171,078.57	114,415.43	59.92 %
001-541100-500315	Professional Services	75,000.00	75,000.00	0.00	75,883.23	-883.23	101.18 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	838.52	10,071.87	3,928.13	71.94 %
001-541100-500345	Contractual Services	322,817.00	322,817.00	8,789.10	192,181.25	130,635.75	59.53 %
001-541100-500410	Communications	41,800.00	41,800.00	5,865.94	59,321.08	-17,521.08	141.92 %
001-541100-500430	Electric Service	48,000.00	48,000.00	9,673.58	50,612.56	-2,612.56	105.44 %
001-541100-500431	Water Service	160,000.00	160,000.00	16,249.59	176,972.27	-16,972.27	110.61 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	9,779.68	61,003.22	1,496.78	97.61 %
001-541100-500445	Equip Rent/lease	17,500.00	17,500.00	2,873.81	17,142.76	357.24	97.96 %
001-541100-500460	Equipment Maintenance	27,080.00	27,080.00	3,433.26	19,832.95	7,247.05	73.24 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	1,837.43	16,618.61	-2,618.61	118.70 %
001-541100-500462	Fuel	24,000.00	24,000.00	5,972.93	38,717.08	-14,717.08	161.32 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	5,278.47	32,922.64	-12,217.64	159.01 %
001-541100-500470	Radio Maintenance	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	50,000.00	50,000.00	0.00	12,455.63	37,544.37	24.91 %
001-541100-500508	Postage	250.00	250.00	0.00	88.21	161.79	35.28 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	661.98	661.98	1,088.02	37.83 %
001-541100-500520	Bldg. Maintenance	65,000.00	65,000.00	11,031.53	70,844.31	-5,844.31	108.99 %
001-541100-500525	Uniform Expense	12,000.00	12,000.00	6,257.27	23,368.42	-11,368.42	194.74 %
001-541100-500529	Street Light Maintenance	35,000.00	35,000.00	989.00	45,744.27	-10,744.27	130.70 %
001-541100-500530	Street Maint Repair Supply	85,000.00	85,000.00	27,095.06	51,166.89	33,833.11	60.20 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	4,425.31	46,698.89	3,301.11	93.40 %
001-541100-500532	Signs	12,500.00	12,500.00	1,500.24	10,819.33	1,680.67	86.55 %
001-541100-500534	Sidewalk Maint Repair	15,000.00	15,000.00	0.00	18,153.67	-3,153.67	121.02 %
001-541100-500535	Flags	2,500.00	2,500.00	0.00	694.20	1,805.80	27.77 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	510.00	3,295.00	-1,010.00	144.20 %
001-541100-500545	Training	6,000.00	6,000.00	1,255.33	5,087.66	912.34	84.79 %
001-541100-500547	Hurricane Expenditure	20,000.00	20,000.00	2,802.40	2,802.40	17,197.60	14.01 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	19,529.86	94,221.65	-24,221.65	134.60 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	12,524.50	48,844.50	1,155.50	97.69 %
001-541100-500640	Capital Outlay - Equip't & Mach	6,000.00	6,000.00	0.00	11,777.66	-5,777.66	196.29 %
001-541100-500644	Capital Outlay-vehicles	39,263.00	39,263.00	3,096.61	42,230.06	-2,967.06	107.56 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,761,087.00	2,761,087.00	289,438.21	2,531,892.28	229,194.72	91.70%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 572000 - Recreation							
001-572000-500311	Advertisements	1,800.00	1,800.00	0.00	1,321.00	479.00	73.39 %
001-572000-500342	Senior Rec. Ctr. Contract	94,834.00	94,834.00	0.00	88,123.97	6,710.03	92.92 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	246,000.00	18,000.00	93.18 %
001-572000-500345	Contractual Services	11,000.00	11,000.00	0.00	4,000.00	7,000.00	36.36 %
001-572000-500347	Programs	8,000.00	8,000.00	850.00	5,545.00	2,455.00	69.31 %
001-572000-500430	Electric Service	600.00	600.00	126.53	657.07	-57.07	109.51 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	950.00	12,421.55	-4,421.55	155.27 %
001-572000-500469	Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
001-572000-500495	Special Events	105,000.00	105,000.00	1,315.25	91,770.46	13,229.54	87.40 %
001-572000-500510	Office Supplies	650.00	650.00	383.13	1,682.28	-1,032.28	258.81 %
001-572000-500520	Bldg. Maintenance	45,000.00	45,000.00	1,828.03	16,737.87	28,262.13	37.20 %
001-572000-500536	Sea Oats	12,000.00	12,000.00	0.00	1,670.00	10,330.00	13.92 %
001-572000-500550	Operating Expenses	112,000.00	112,000.00	16,131.67	75,446.56	36,553.44	67.36 %
001-572000-500640	Capital Outlay - Equipt & Mach	47,500.00	47,500.00	0.00	6,590.00	40,910.00	13.87 %
Department: 572000 - Recreation Total:		719,384.00	719,384.00	42,084.61	551,965.76	167,418.24	76.73%
Department: 581100 - Interfund Transfers							
001-581100-500910	Transfer To Cip Fund	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00%
Expense Total:		14,287,803.00	14,306,453.00	1,336,270.49	13,147,180.89	1,159,272.11	91.90%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-670,990.34	-199,474.57	-199,474.57	0.00%
Fund: 101 - Special Revenue-Police Conf							
Revenue							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund							
Revenue							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00 %
Department: 000000 - NonDesignated Total:		50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	808,183.00	808,183.00	215,384.66	2,023,784.12	1,215,601.12	250.41 %
102-302100-322105	Fire Plan Review Fees	16,500.00	16,500.00	2,171.75	21,856.13	5,356.13	132.46 %
Department: 302100 - Building Permit and Inpection Total:		824,683.00	824,683.00	217,556.41	2,045,640.25	1,220,957.25	248.05%
Revenue Total:		874,683.00	930,681.00	217,556.41	2,045,640.25	1,114,959.25	219.80%
Expense							
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,642.00	80,642.00	4,685.89	63,401.42	17,240.58	78.62 %
102-524100-500210	Employer Fica Taxes	6,170.00	6,170.00	412.08	5,361.88	808.12	86.90 %
102-524100-500220	Retirement	15,802.00	15,802.00	537.94	7,768.89	8,033.11	49.16 %
102-524100-500230	Group Insurance	22,069.00	22,069.00	510.91	11,404.09	10,664.91	51.67 %
102-524100-500315	Professional Services	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
102-524100-500402	Building Permit Services	650,000.00	650,000.00	436,532.67	1,333,823.87	-683,823.87	205.20 %
102-524100-500624	Capital Outlay-bldg. Improvem	0.00	55,998.00	0.00	0.00	55,998.00	0.00 %
Department: 524100 - Building Total:		874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Expense Total:		874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-225,123.08	623,880.10	623,880.10	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 103 - Sewer Fund						
Revenue						
Department: 000000 - NonDesignated						
103-000000-380200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00 %
Department: 000000 - NonDesignated Total:	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30 %
Department: 304000 - Charges for Services Total:	1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83 %
Department: 306000 - Miscellaneous Revenues Total:	1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83%
Revenue Total:	1,394,936.00	1,394,936.00	208,627.03	1,304,343.83	-90,592.17	93.51%
Expense						
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	58,968.00	58,968.00	4,190.78	77,182.53	-18,214.53	130.89 %
103-535000-500140 Overtime Salaries	5,250.00	5,250.00	0.00	4,649.74	600.26	88.57 %
103-535000-500210 Employer Fica Taxes	4,913.00	4,913.00	319.21	6,283.78	-1,370.78	127.90 %
103-535000-500220 Retirement	10,422.00	10,422.00	1,036.85	12,111.56	-1,689.56	116.21 %
103-535000-500230 Group Insurance	8,773.00	8,773.00	390.97	5,409.94	3,363.06	61.67 %
103-535000-500315 Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340 Sewer/wastewater	800,000.00	800,000.00	59,755.52	716,862.01	83,137.99	89.61 %
103-535000-500345 Contractual Services	18,000.00	18,000.00	1,944.13	14,854.95	3,145.05	82.53 %
103-535000-500430 Electric Service	24,000.00	24,000.00	3,393.39	17,524.07	6,475.93	73.02 %
103-535000-500431 Water Service	360.00	360.00	45.95	291.96	68.04	81.10 %
103-535000-500459 Sewer Line Maintenance	280,000.00	280,000.00	1,633.59	39,276.85	240,723.15	14.03 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	59.09	2,190.91	2.63 %
103-535000-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,964.16	24,035.84	67.95 %
Department: 535000 - Sanitary Sewers Total:	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Expense Total:	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	135,916.64	358,873.19	358,873.19	0.00%
Fund: 115 - Fire Fund						
Revenue						
Department: 000000 - NonDesignated						
115-000000-380203 Appropriation From Fire Fund	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00 %
Department: 000000 - NonDesignated Total:	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72 %
Department: 301050 - Fire Assessment Total:	1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18 %
Department: 304000 - Charges for Services Total:	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	218.56	-781.44	21.86 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	218.56	-781.44	21.86%
Revenue Total:	1,945,755.00	1,964,755.00	0.00	1,065,663.33	-899,091.67	54.24%
Expense						
Department: 522000 - Fire Department						
115-522000-500151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315 Professional Services	69,500.00	69,500.00	2,418.20	59,352.80	10,147.20	85.40 %
115-522000-500320 Audit Expense	8,400.00	8,400.00	0.00	8,200.00	200.00	97.62 %
115-522000-500345 Contractual Services	919,855.00	919,855.00	76,654.58	919,854.96	0.04	100.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
115-522000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	1,028.08	971.92	51.40 %
115-522000-500644	Capital Outlay-vehicles	918,000.00	937,000.00	0.00	18,603.08	918,396.92	1.99 %
115-522000-500912	Transfer To General Fund	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00 %
Department: 522000 - Fire Department Total:		1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Expense Total:		1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-84,572.78	36,624.41	36,624.41	0.00%
Fund: 300 - Capital Project Fund							
Revenue							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	406,337.00	2,651,506.00	0.00	0.00	-2,651,506.00	0.00 %
300-000000-380204	Appropriated From El Mar Reser	677,566.00	677,566.00	0.00	0.00	-677,566.00	0.00 %
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	0.00 %
Department: 000000 - NonDesignated Total:		2,733,903.00	4,979,072.00	0.00	0.00	-4,979,072.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00 %
Department: 303000 - Intergovernmental Revenues Total:		1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	0.00	551.81	-48.19	91.97 %
300-306000-361104	Palm Club Sewer Funding	0.00	300,000.00	0.00	300,000.00	0.00	100.00 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	300,600.00	0.00	300,551.81	-48.19	99.98%
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00 %
300-581100-381106	Transfer From Parking Fund	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		1,649,962.00	1,649,962.00	412,490.50	1,649,962.00	0.00	100.00%
Revenue Total:		6,053,309.00	8,598,478.00	412,490.50	5,288,202.81	-3,310,275.19	61.50%
Expense							
Department: 519000 - General							
300-519000-500120	Regular Salaries	24,591.00	24,591.00	2,346.15	27,551.00	-2,960.00	112.04 %
300-519000-500210	Employer Fica Taxes	1,882.00	1,882.00	179.48	2,107.90	-225.90	112.00 %
300-519000-500220	Retirement	7,134.00	7,134.00	710.65	8,806.66	-1,672.66	123.45 %
300-519000-500230	Group Insurance	6,136.00	6,136.00	328.84	4,389.85	1,746.15	71.54 %
300-519000-500640	Capital Outlay - Equip & Mach	125,000.00	125,000.00	2,415.00	79,175.15	45,824.85	63.34 %
Department: 519000 - General Total:		164,743.00	164,743.00	5,980.12	122,030.56	42,712.44	74.07%
Department: 519155 - A1A Hibiscus Crosswalk							
300-519155-500630	Cap Outlay Imp Other Than Bldg	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01 %
Department: 519155 - A1A Hibiscus Crosswalk Total:		0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
Department: 519162 - Town Hall Complex							
300-519162-500624	Capital Outlay-bldg. Improvemt	251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06 %
Department: 519162 - Town Hall Complex Total:		251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06%
Department: 545100 - Downtown Parking Reconfiguration							
300-545100-500630	Cap Outlay Imp Other Than Bldg	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14 %
Department: 545100 - Downtown Parking Reconfiguration Total:		350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
Department: 559025 - Bel Air - Sewall Repair - East							
300-559025-500630	Cap Outlay Imp Other Than Bldg	0.00	220,297.00	490.76	7,718.17	212,578.83	3.50 %
Department: 559025 - Bel Air - Sewall Repair - East Total:		0.00	220,297.00	490.76	7,718.17	212,578.83	3.50%
Department: 559026 - Canal Dredging							
300-559026-500630	Cap Outlay Imp Other Than Bldg	70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30 %
Department: 559026 - Canal Dredging Total:		70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30%
Department: 559027 - Storm Water Rate Study							
300-559027-500630	Cap Outlay Imp Other Than Bldg	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11 %
Department: 559027 - Storm Water Rate Study Total:		40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559028 - East Tradewinds Improvement						
300-559028-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51 %
Department: 559028 - East Tradewinds Improvement Total:	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36 %
Department: 572200 - Beach Renourishment Total:	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76 %
Department: 575201 - Pedestrian Amenities Total:	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76%
Department: 576129 - Palm Club Sewer						
300-576129-500630 Cap Outlay Imp Other Than Bldg	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46 %
Department: 576129 - Palm Club Sewer Total:	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46%
Department: 576135 - Street Project Codrington Drive						
300-576135-500629 Capital Outlay - Design/permit	0.00	64,225.00	10,058.99	64,224.90	0.10	100.00 %
300-576135-500630 Cap Outlay Imp Other Than Bldg	1,150,000.00	1,254,359.00	0.00	9,782.22	1,244,576.78	0.78 %
Department: 576135 - Street Project Codrington Drive Total:	1,150,000.00	1,318,584.00	10,058.99	74,007.12	1,244,576.88	5.61%
Department: 576136 - Street Proj.Bougain.Poinciana						
300-576136-500630 Cap Outlay Imp Other Than Bldg	0.00	240,000.00	0.00	0.00	240,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
Department: 577101 - Dog Park Pilot						
300-577101-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 577101 - Dog Park Pilot Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
Department: 579169 - Greenway-El Mar Drive						
300-579169-500630 Cap Outlay Imp Other Than Bldg	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11 %
Department: 579169 - Greenway-El Mar Drive Total:	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11%
Expense Total:	6,053,309.00	8,598,478.00	482,345.91	3,319,424.85	5,279,053.15	38.60%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96	0.00%
Fund: 310 - Parking Fund						
Revenue						
Department: 000000 - NonDesignated						
310-000000-380200 Appropriated Fund Balance	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00 %
Department: 000000 - NonDesignated Total:	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28 %
Department: 302000 - Licenses & Permits Total:	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	130,000.00	130,000.00	4,955.50	123,279.42	-6,720.58	94.83 %
310-304000-344520 Parking Agreements	65,331.00	65,331.00	0.00	78,913.00	13,582.00	120.79 %
310-304000-344551 South Ocean	185,000.00	185,000.00	14,542.94	267,178.00	82,178.00	144.42 %
310-304000-344552 Ocean Front Meters	290,000.00	290,000.00	36,360.36	430,884.38	140,884.38	148.58 %
310-304000-344553 Commercial Blvd. Meters	60,000.00	60,000.00	2,679.88	81,096.77	21,096.77	135.16 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	15,788.11	221,372.16	21,372.16	110.69 %
310-304000-344555 Palm Portal- Fdg	70,252.00	70,252.00	8,939.55	122,521.28	52,269.28	174.40 %
310-304000-344556 El Prado Parking Lot	400,000.00	400,000.00	40,918.54	600,376.92	200,376.92	150.09 %
310-304000-344558 Town Hall Parking Lot	25,000.00	25,000.00	2,050.39	33,707.74	8,707.74	134.83 %
310-304000-344559 El Mar Parking Lot	200,000.00	200,000.00	20,242.14	285,455.29	85,455.29	142.73 %
310-304000-344560 A1A Parking Lot	400,000.00	400,000.00	37,756.40	634,143.58	234,143.58	158.54 %
310-304000-344563 Bougainvilla/ Poinciana	125,000.00	125,000.00	12,068.12	198,432.88	73,432.88	158.75 %
Department: 304000 - Charges for Services Total:	2,150,583.00	2,150,583.00	196,301.93	3,077,361.42	926,778.42	143.09%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45 %
Department: 305000 - Fines & Forfeitures Total:	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	996.90	-3.10	99.69 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	4,297,862.00	199,007.18	3,248,926.96	-1,048,935.04	75.59%
Expense						
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	190,793.00	190,793.00	19,924.51	197,922.32	-7,129.32	103.74 %
310-545000-500140 Overtime Salaries	3,300.00	3,300.00	866.07	3,446.79	-146.79	104.45 %
310-545000-500210 Employer Fica Taxes	14,848.00	14,848.00	1,310.20	12,478.74	2,369.26	84.04 %
310-545000-500220 Retirement	32,048.00	32,048.00	2,210.29	26,024.21	6,023.79	81.20 %
310-545000-500230 Group Insurance	68,531.00	68,531.00	0.00	31,072.86	37,458.14	45.34 %
310-545000-500345 Contractual Services	350,818.00	350,818.00	41,735.45	405,276.67	-54,458.67	115.52 %
310-545000-500353 Parking Alternatives	294,000.00	294,000.00	12,353.75	265,024.59	28,975.41	90.14 %
310-545000-500410 Communications	2,400.00	2,400.00	148.28	1,383.83	1,016.17	57.66 %
310-545000-500430 Electric Service	5,280.00	5,280.00	1,151.17	6,603.26	-1,323.26	125.06 %
310-545000-500431 Water Service	23,004.00	23,004.00	920.42	17,246.36	5,757.64	74.97 %
310-545000-500445 Equip Rent/lease	0.00	0.00	-8,781.96	0.00	0.00	0.00 %
310-545000-500461 Vehicle Maintenance	5,000.00	5,000.00	0.00	763.43	4,236.57	15.27 %
310-545000-500462 Fuel	10,000.00	10,000.00	1,858.32	7,904.85	2,095.15	79.05 %
310-545000-500463 Service Maintenance Contracts	30,200.00	30,200.00	0.00	26,730.00	3,470.00	88.51 %
310-545000-500497 Contingency	10,000.00	7,310.00	0.00	0.00	7,310.00	0.00 %
310-545000-500506 Printing & Binding	7,900.00	7,900.00	243.00	7,830.16	69.84	99.12 %
310-545000-500508 Postage	2,000.00	2,000.00	42.32	1,299.44	700.56	64.97 %
310-545000-500510 Office Supplies	1,000.00	1,000.00	627.71	776.35	223.65	77.64 %
310-545000-500525 Uniform Expense	3,000.00	3,000.00	314.66	2,338.62	661.38	77.95 %
310-545000-500532 Signs	10,000.00	10,000.00	140.40	9,985.98	14.02	99.86 %
310-545000-500533 Parking Meter Parts-supplies	30,750.00	30,750.00	0.00	10,621.45	20,128.55	34.54 %
310-545000-500545 Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550 Operating Expenses	26,610.00	26,610.00	740.11	26,950.74	-340.74	101.28 %
310-545000-500629 Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630 Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640 Capital Outlay - Equipt & Mach	0.00	46,790.00	0.00	44,077.99	2,712.01	94.20 %
310-545000-500644 Capital Outlay-vehicles	58,101.00	14,001.00	9,580.32	11,740.32	2,260.68	83.85 %
Department: 545000 - Parking Operations Total:	1,185,583.00	1,185,583.00	85,385.02	1,117,498.96	68,084.04	94.26%
Department: 545152 - Land Acquisitions						
310-545152-500611 Land Acquisition	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00 %
Department: 545152 - Land Acquisitions Total:	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00%
Department: 581100 - Interfund Transfers						
310-581100-500910 Transfer To CIP Fund	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00%
Expense Total:	2,294,883.00	4,297,862.00	2,365,689.27	4,229,778.21	68,083.79	98.42%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25	0.00%
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
000000 - NonDesignated	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
301000 - Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	179.98	9,112,215.87	115,892.87	101.29%
301100 - Utility Taxes	1,083,100.00	1,083,100.00	233,448.99	1,164,908.04	81,808.04	107.55%
301600 - Franchise Taxes	800,200.00	800,200.00	176,983.53	857,363.12	57,163.12	107.14%
302000 - Licenses & Permits	129,500.00	131,480.00	1,860.95	179,102.55	47,622.55	136.22%
303000 - Intergovernmental Revenues	1,262,595.00	1,279,265.00	221,672.99	1,347,868.20	68,603.20	105.36%
304000 - Charges for Services	7,650.00	7,650.00	180.00	13,660.00	6,010.00	178.56%
305000 - Fines & Forfeitures	60,000.00	60,000.00	5,549.29	40,206.18	-19,793.82	67.01%
306000 - Miscellaneous Revenues	237,683.00	237,683.00	19,904.42	210,382.36	-27,300.64	88.51%
581100 - Interfund Transfers	22,000.00	22,000.00	5,500.00	22,000.00	0.00	100.00%
Revenue Total:	14,287,803.00	14,306,453.00	665,280.15	12,947,706.32	-1,358,746.68	90.50%
Expense						
511000 - Commission	233,275.00	233,275.00	16,710.72	178,149.37	55,125.63	76.37%
511100 - Donation-Non Profits	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
511200 - Visitor Center	104,441.00	104,441.00	10,699.86	55,206.07	49,234.93	52.86%
513000 - Administration	1,131,230.00	1,131,230.00	108,713.22	981,687.34	149,542.66	86.78%
514000 - Town Attorney	426,000.00	426,000.00	79,681.31	360,360.40	65,639.60	84.59%
519000 - General	936,635.00	946,885.00	100,086.05	809,451.18	137,433.82	85.49%
519100 - Tourism and Community Outreach	171,413.00	171,413.00	9,295.55	58,838.06	112,574.94	34.33%
521000 - Police Department	5,472,607.00	5,472,607.00	450,049.38	5,448,871.10	23,735.90	99.57%
523000 - Emergency Medical Services	873,699.00	873,699.00	0.00	873,699.00	0.00	100.00%
524000 - Development Services	854,111.00	862,511.00	94,346.08	706,139.33	156,371.67	81.87%
541100 - Mun Svsc - Public Works Div	2,761,087.00	2,761,087.00	289,438.21	2,531,892.28	229,194.72	91.70%
572000 - Recreation	719,384.00	719,384.00	42,084.61	551,965.76	167,418.24	76.73%
581100 - Interfund Transfers	540,662.00	540,662.00	135,165.50	540,662.00	0.00	100.00%
Expense Total:	14,287,803.00	14,306,453.00	1,336,270.49	13,147,180.89	1,159,272.11	91.90%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-670,990.34	-199,474.57	-199,474.57	0.00%
Fund: 101 - Special Revenue-Police Conf						
Revenue						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund						
Revenue						
000000 - NonDesignated	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
302100 - Building Permit and Inspection	824,683.00	824,683.00	217,556.41	2,045,640.25	1,220,957.25	248.05%
Revenue Total:	874,683.00	930,681.00	217,556.41	2,045,640.25	1,114,959.25	219.80%
Expense						
524100 - Building	874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Expense Total:	874,683.00	930,681.00	442,679.49	1,421,760.15	-491,079.15	152.77%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-225,123.08	623,880.10	623,880.10	0.00%
Fund: 103 - Sewer Fund						
Revenue						
000000 - NonDesignated	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
304000 - Charges for Services	1,193,155.00	1,193,155.00	208,608.04	1,304,136.37	110,981.37	109.30%
306000 - Miscellaneous Revenues	1,500.00	1,500.00	18.99	207.46	-1,292.54	13.83%
Revenue Total:	1,394,936.00	1,394,936.00	208,627.03	1,304,343.83	-90,592.17	93.51%
Expense						
535000 - Sanitary Sewers	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Expense Total:	1,394,936.00	1,394,936.00	72,710.39	945,470.64	449,465.36	67.78%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	135,916.64	358,873.19	358,873.19	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 115 - Fire Fund						
Revenue						
000000 - NonDesignated	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
301050 - Fire Assessment	1,012,348.00	1,012,348.00	0.00	1,029,788.03	17,440.03	101.72%
304000 - Charges for Services	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	218.56	-781.44	21.86%
Revenue Total:	1,945,755.00	1,964,755.00	0.00	1,065,663.33	-899,091.67	54.24%
Expense						
522000 - Fire Department	1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Expense Total:	1,945,755.00	1,964,755.00	84,572.78	1,029,038.92	935,716.08	52.37%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-84,572.78	36,624.41	36,624.41	0.00%
Fund: 300 - Capital Project Fund						
Revenue						
000000 - NonDesignated	2,733,903.00	4,979,072.00	0.00	0.00	-4,979,072.00	0.00%
303000 - Intergovernmental Revenues	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
306000 - Miscellaneous Revenues	600.00	300,600.00	0.00	300,551.81	-48.19	99.98%
581100 - Interfund Transfers	1,649,962.00	1,649,962.00	412,490.50	1,649,962.00	0.00	100.00%
Revenue Total:	6,053,309.00	8,598,478.00	412,490.50	5,288,202.81	-3,310,275.19	61.50%
Expense						
519000 - General	164,743.00	164,743.00	5,980.12	122,030.56	42,712.44	74.07%
519155 - A1A Hibiscus Crosswalk	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
519162 - Town Hall Complex	251,000.00	321,755.00	154,860.20	299,424.40	22,330.60	93.06%
545100 - Downtown Parking Reconfiguration	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
559025 - Bel Air - Sewall Repair - East	0.00	220,297.00	490.76	7,718.17	212,578.83	3.50%
559026 - Canal Dredging	70,000.00	109,954.00	2,456.50	32,214.21	77,739.79	29.30%
559027 - Storm Water Rate Study	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%
559028 - East Tradewinds Improvement	50,000.00	50,000.00	2,350.00	5,754.00	44,246.00	11.51%
572200 - Beach Renourishment	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
575201 - Pedestrian Amenities	150,000.00	150,000.00	0.00	2,646.51	147,353.49	1.76%
576129 - Palm Club Sewer	1,450,000.00	3,156,061.00	233,870.57	2,539,465.34	616,595.66	80.46%
576135 - Street Project Codrington Drive	1,150,000.00	1,318,584.00	10,058.99	74,007.12	1,244,576.88	5.61%
576136 - Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
577101 - Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
579169 - Greenway-El Mar Drive	2,327,566.00	2,327,566.00	72,278.77	72,278.77	2,255,287.23	3.11%
Expense Total:	6,053,309.00	8,598,478.00	482,345.91	3,319,424.85	5,279,053.15	38.60%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96	0.00%
Fund: 310 - Parking Fund						
Revenue						
000000 - NonDesignated	0.00	2,002,979.00	0.00	0.00	-2,002,979.00	0.00%
302000 - Licenses & Permits	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
304000 - Charges for Services	2,150,583.00	2,150,583.00	196,301.93	3,077,361.42	926,778.42	143.09%
305000 - Fines & Forfeitures	125,000.00	125,000.00	2,705.25	69,318.64	-55,681.36	55.45%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	4,297,862.00	199,007.18	3,248,926.96	-1,048,935.04	75.59%
Expense						
545000 - Parking Operations	1,185,583.00	1,185,583.00	85,385.02	1,117,498.96	68,084.04	94.26%
545152 - Land Acquisitions	0.00	2,002,979.00	2,002,979.25	2,002,979.25	-0.25	100.00%
581100 - Interfund Transfers	1,109,300.00	1,109,300.00	277,325.00	1,109,300.00	0.00	100.00%
Expense Total:	2,294,883.00	4,297,862.00	2,365,689.27	4,229,778.21	68,083.79	98.42%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25	0.00%
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15	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	-670,990.34	-199,474.57	-199,474.57
101 - Special Revenue-Police Conf	0.00	0.00	0.00	1,070.31	1,070.31
102 - Building Fund	0.00	0.00	-225,123.08	623,880.10	623,880.10
103 - Sewer Fund	0.00	0.00	135,916.64	358,873.19	358,873.19
115 - Fire Fund	0.00	0.00	-84,572.78	36,624.41	36,624.41
300 - Capital Project Fund	0.00	0.00	-69,855.41	1,968,777.96	1,968,777.96
310 - Parking Fund	0.00	0.00	-2,166,682.09	-980,851.25	-980,851.25
Report Surplus (Deficit):	0.00	0.00	-3,081,307.06	1,808,900.15	1,808,900.15

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September30,
2022

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 9/30/2022	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	6,217,579.21	0.02%	52.36	965.82
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		52.36	965.82
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	175,494.52	2.61%	376.19	1,481.46
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	85,143.93	2.61%	182.50	718.75
GENERAL FUND						SBA SUBTOTAL		558.69	2,200.21
GENERAL FUND						GRAND TOTAL		611.05	3,166.03
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,439.74	0.02%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,770,979.51	0.02%	20.08	150.68
SEWER FUND						TOTAL		20.08	150.68
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,749,565.11	0.02%	18.52	173.36
FIRE FUND						GRAND TOTAL		18.52	173.36
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	5,767,281.60	0.02%	65.44	440.07
CAPITAL IMPROVEMENT FUND						TOTAL		65.44	440.07
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	6,060,133.11	0.02%	109.01	787.18
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.02%	1.52	10.83
PARKING FUND						TOTAL		110.53	798.01
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,031,129.83	0.02%	10.54	40.82
BUILDING FUND						TOTAL		10.54	40.82
ALL FUNDS						GRAND TOTAL		836.16	4,768.97

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September30,
2022

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		25,260,979.11	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		260,638.45	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		25,521,617.56	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	8,978,217.66	35%
	Police Fund	15,439.74	0%
	Sewer Fund	1,770,979.51	7%
	Fire Fund	1,749,565.11	7%
	Building Fund	1,031,129.83	4%
	Capital Improvement Fund	5,767,281.60	23%
	Parking Fund	6,209,004.11	24%
GRAND TOTAL		25,521,617.56	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	25,260,979.11	99%
	Florida Prime/State Board of Admin.	260,638.45	1%
GRAND TOTAL		25,521,617.56	100%



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: Q3 2022 Visitor Center Report

Explanation: The Town began managing the operations of the Visitor Center in January 2022 and this is our second quarterly report to the Commission with insights and information regarding the Visitor Center's operation. We will also provide data to improve the value of the Visitor Center to our residents, visitors, Chamber, and businesses.

International and Domestic Travelers:

The third quarter brought many guests from the US, Canada, Europe, South America and the Middle East. The Center welcomed 8 Canadians, 4 from Germany, 4 from the UK, 4 from Brazil, 2 from Israel, 2 from Chile and one each from Uruguay and Sweden.

Domestically, visitors primarily were from New York, New Jersey, Michigan, Ohio, Kansas, Massachusetts, Connecticut, North Carolina, and Oregon. We also have many locals who stop in to browse or pick up publications like *The New Pelican*, *Le Courier* and *The Florida Sun* German version.

Part-Time and Volunteer Staff

The two part-time staff and four volunteers supported the guests, special projects and Town events this quarter. Of the total hours worked, 12.6% were volunteer hours and the balance of 87.3% were PT staff hours.

Q3 2022	Part-Time Hours	Volunteer Hours	Total Hours
	352.5	51	403.5

Visitor Center Quarterly Insights:

As we expected, 3rd quarter had fewer guests than 2nd quarter. With the slower traffic, the Staff took the opportunity to clean, organize and prepare for the upcoming "season." With permission of the Chamber, the Staff organized the Chamber storage area and donated items they no longer needed.

The Staff also “took to the streets” to update the new businesses for our Visitor Center landing page on discoverlbt.com, and for an updated walking brochure and buoy maps. There are several new businesses in Town and it was productive time to make introductions and town businesses of the Visitor Center, as well as collect business cards and promotional brochures to promote at the Center. The Staff is also creating a flyer to provide businesses with creative ideas to promote their business by offering discounts, coupons that can be displayed/distributed in the Visitor Center.

Other key activities the Staff supported or accomplished:

- **The Staff continues to promote** the Visitor Center via our tourism-facing Facebook and Instagram pages with pictures of photos of guests in the Big Chair and in the Center.
- **Town Topics:** Distributed the summer issue of Town Topics to residents and businesses.
- **Volunteer Recruitment:** an additional two volunteers were on-boarded in advance of season.
- **Visitor Bags:** We now use an eco-friendly stamp and handled bags for visitors for their tourism brochures.
- **Tours:** The Visitor Center had many inquiries regarding boat tours, bike trails and water sports. The Staff created “brochures” for each category and they have been very well received by guests. These lists of businesses were also shared with the Chamber for their recruitment efforts.
- **Staff referred** several other businesses to the Chamber, of which we know two have joined.
- **Bug Fest:** Assisted with the compilation of diver goodie bags, and with registration and weigh in stations.
- **Database:** The Staff continues to add to our database using the guests’ information from the sign in sheets. They will begin to send a “thank you” email to guests and invite them to write a review on TripAdvisor.
- **Boo! By the Sea:** To further the Center’s awareness, Host Kym Miranda recruited the businesses to participate and the staff and volunteers also assisted at the event.

Daily Visitor Tally:

Staff tallies each visitor, and the report provides daily and weekly numbers of visitors for better future scheduling and comparison which will help us with staffing and brochure fulfillment **Exhibit 1.**

As with seasonality, 3rd quarter visitors did decline and we fully expect an increase with 4th quarter.

The Center closed for three days in August and then five days in September for rescheduling of the fumigation which contributed to the lower visitor count.

3rd Quarter 2022 Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		10	33			61	13	7
8	42		39	31			120	13	9
28	20		24	7			79	15	10
18	22		25	14			79	12	16
28	16		10	7			61	6	6
92	108		108	92			400	59	48

Also “How did you hear about us?” will help us grow areas and expand our reach. The quarterly total is included below and the information divided by the month is highlighted in **Exhibit 2**.

Q3 2022	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	223	148	19.59%	33.11%	12.84%	16.22%	22.97%	6.08%

DiscoverLBTS.com

The table below shows top five most popular landing pages on Discoverlbts.com, with a quarter over quarter view:

Landing Page	Q1 22	Q2 22	Q3 22
	Jan-Mar	Apr-Jun	Jul-Sep
Hotels	2433	1332	1150
Restaurants	2166	1782	1345
Diving/Snorkeling	2144	2388	2536
Beaches/Parks	1106	1071	906
Getting Around	994	850	630

Hotel Inquiry Form

The inquiry form on our STAY page on discoverlbts.com is still receiving submissions that we forward to our local hoteliers. While Q3 numbers have slowed, we expect this direct access to our lodging partners to gain a great deal of traction in upcoming quarters.

Q1 22	Q2 22	Q3 22
Jan-Mar	Apr-Jun	Jul-Sep
56	17	13

As we move through fourth quarter and more European and Canadian visitors are returning, we are encouraged knowing that Visitor Center will be enhancing many visitors' vacations to the area.

Attachments Exhibit 1: Q2 Weekly Walk-in Talley
Exhibit 2: Q2 How Did You Hear About Us

LAUDERDALE-BY-THE-SEA Visitor Center
3rd Quarter 2022 Walk In Report

Jul-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
0	0		0	19			19	5	
0	14		15	6			35	4	
10	10		7	6			33	12	3
5	5		10	5			25	8	8
18	5		10	7			40	6	6
33	34		42	43			152	35	17
Aug-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		6	7			31	7	5
8	21		8	15			52	7	9
12	8		6	1			27	2	4
5	7		0	5			17	3	4
10	11		0				21	0	0
45	55		20	28			148	19	22
Sep-22									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
0	0		4	7			11	1	2
0	7		16	10			33	2	0
6	2		11	0			19	1	3
8	10		15	4			37	1	4
0	0		0	0			0		
14	19		46	21			100	5	9
3rd Quarter 2022 Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
10	8		10	33			61	13	7
8	42		39	31			120	13	9
28	20		24	7			79	15	10
18	22		25	14			79	12	16
28	16		10	7			61	6	6
92	108		108	92			400	59	48

How Did You Hear About Us?

7/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	68	49	44.90%	26.53%	6.12%	22.45%	28.57%	6.12%

8/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	55	55	10.91%	40.00%	12.73%	16.36%	23.64%	0.00%

9/22	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	100	44	2.27%	31.82%	20.45%	9.09%	15.91%	13.64%

Q3 2022	Total Sign	How?	Repeat	Sign	Local	Online	Walk By	Referral
	Ins							
	223	148	19.59%	33.11%	12.84%	16.22%	22.97%	6.08%



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

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 Town Commission Meeting Minutes for the following:

- October 6, 2022 2nd Budget Hearing
- October 25, 2022 Regular Town Commission Meeting
- November 15, 2022 Regular Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 10-6-22 2nd Budget Hearing Minutes

Ex. 2 10-25-22 Regular Town Commission Meeting Minutes

Ex. 3 11-15-22 Regular Town Commission Meeting Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, October 6, 2022
5:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 5:38 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE

3. RESOLUTIONS

- a. **Resolution 2022-44 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL TOWN AD VALOREM TAX MILLAGE RATE AT 3.3923 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 9.39% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.1012 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2022 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that since the first public hearing at which the millage rate was presented, she has spoken to other Town residents who are appreciative that the rate may remain the same.

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

Director of Budget and Finance Lucila Lang advised that the Town's final millage rate and budget for fiscal year (FY) 2023 will be adopted at tonight's meeting. At the first budget hearing of September 14, 2022, Staff and the Town Manager presented a budget based on the proposed millage rate of 3.5000; however, at that meeting, the Commission opted to proceed with a millage rate of 3.3923. Staff has adjusted the budget to accommodate this new rate.

The amended millage rate represents a reduction in the Town's budget from \$10,112,946 to \$9,801,757. A transfer from the Parking Fund to capital projects in the previous budget has now been amended to a transfer into the General Fund. The appropriated Fund Balance of \$471,153 has increased to \$477,342. A \$300,000 capital projects line item addressing road paving and refurbishment has been removed from FY 2023 and will be reconsidered in a future year. The final adjustment was reducing the funds for roof replacement from \$350,000 to \$345,000.

Town Manager Linda Connors thanked Staff for their assistance in rescheduling tonight's budget hearing, which was postponed from the previous week due to Hurricane Ian.

Commissioner Oldaker commented that he remained supportive of the originally proposed 3.5000 millage rate. He pointed out that the Town will be using its Parking Fund to subsidize the General Fund under the 3.3923 millage rate, which will prevent the Parking Fund from operating in the manner in which it had been originally intended, which was to fund special pedestrian projects and parking upgrades. He did not feel the Parking Fund would remain sustainable if this use continued in future years.

Vice Mayor Malkoon recalled that at the first budget hearing, he had made a motion to use reserve funds toward balancing the budget until Staff could revisit the document and make changes. He emphasized that this was only intended for the time period prior to tonight's meeting.

Vice Mayor Malkoon noted that the proposed budget includes a capital project for the playground, and asked how the figure of \$700,000 had been determined. Deputy Town Manager/Public Works Director Ken Rubach replied that Staff had secured quotes for these improvements two years ago. Vice Mayor Malkoon requested additional information on how the \$700,000 figure was determined.

Deputy Town Manager/Public Works Director Rubach advised that the funds would go toward improving the play surface, as well as the addition of shade structures. He added that as the project moves forward, Staff will seek to hear resident input on the type of play

equipment they would like to see. The current equipment is up to 15 years old. The current surface is not compliant with the requirements of the Americans with Disabilities Act (ADA).

Mayor Vincent briefly addressed the Parking Fund, stating that these dollars were never restricted. He described them as no different from the Town's proprietary Utility Fund, as parking funds have always gone into the general budget.

Vice Mayor Malkoon made a motion, seconded by Commissioner Strauss, to approve Resolution 2022-44. Motion carried 3-2 (Commissioners Oldaker and Pouloupoulos dissenting).

b. Resolution 2022-43 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED FINAL TOWN BUDGET FOR THE 2022/2023 FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she had hoped to hear discussion of the potential budget cuts the Commissioners might have recommended.

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

Director of Budget and Finance Lang reviewed the reduction in ad valorem taxes once more, as well as the transfer of Parking Fund dollars to the General Fund rather than to capital projects and the appropriated Fund Balance. She reiterated that a \$300,000 capital project for road repaving and refurbishment was removed from the proposed budget and will be reconsidered in a future year. The roof replacement project was also reduced by \$5000.

Commissioner Oldaker noted that while the Parking Fund is not a restricted fund, the Town has only recently chosen to use its dollars to add to the General Fund, beginning approximately three years ago. He was concerned with continuing this practice, as it had not been the original intent of that fund.

Commissioner Oldaker made a motion, seconded by Vice Mayor Malkoon, to approve Resolution 2022-43. Motion carried 5-0.

Mayor Vincent recalled that the Commission had addressed some of the potential changes to the budget at the September 14, 2022 meeting, prior to that vote. They had also indicated that additional changes could be made to the budget in the future.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:07 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 25, 2022
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:35 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Fred Powell III gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Dune Master Plan

Assistant to the Town Manager Courtney Easley introduced Laura Shepard, representing Moffat & Nichol, who gave a presentation on the Town’s Dune Master Plan. This Plan was developed after a previous dune program was put on hold due to concerns from Broward County and the Florida Department of Environmental Protection (DEP) regarding dune heights. A dune inventory was conducted, as well as a vegetation assessment, and Moffat & Nichol met with the appropriate agencies before preparing the Dune Master Plan.

One key factor in dune preservation is the dunes' habitat for nesting turtles. The Town's segment of the beach, which is shared with the city of Pompano Beach, sees approximately 450 turtle nests each year. This beach also supports tourism for the Town, and the dunes provide a level of protection from erosion during storm events.

One concern raised by Broward County with regard to reducing the height of the dunes was that this reduction could impact their health and protective value, making upland properties more vulnerable. A wave height analysis was conducted, which was similar to the analyses conducted by the Federal Emergency Management Administration (FEMA). This showed a dune crest height of +12 ft. North American Vertical Datum (NAVD) would be ideal to maintain. This height was checked against the U.S. Army Corps of Engineers' dune crest template for consistency and was determined to be the target minimum height.

Part of the study included segmenting the Town's beach into three different types of dunes. The first type is new dunes, which would be planned for areas where there are no existing dunes or vegetation on the beach. The Town may work with residents to increase protective value in these areas by encouraging the development of dunes. The Town would plant existing areas with up to five plant species, including grasses and flowering plants. These dunes would ideally be 20 ft. wide or greater. Beach access would be proposed at angles in order to prevent windblown sand or water rushing through to riparian properties.

Another type of dune is public dunes, which are adjacent to publicly owned properties. There are relatively few of these properties in the Town, but they allow for more robust growth. These would be maintained to provide public access and clearances for vehicles. Where native vegetation exists, it would be maintained, and invasive species would be removed. Foot traffic on the dune itself would be discouraged to prevent erosion, and the number of access points would be limited.

The third type consists of existing private dunes, which have robust and diverse ecosystems. Pockets of invasive species would be removed, and these dunes could be roped off to discourage pedestrian erosion or footpaths. Access points would be angled to lessen water intrusion.

Some residents have expressed interest in reducing the height of nearby dunes. DEP has stated that the previous mechanism for this process, which required field permits to be issued on a case-by-case basis, may continue. A DEP representative visits the site and can write a field permit for the work. The only caveats in this case are the 12 ft.

minimum height for the dune, which must be maintained, and frequency, as dunes may only be reduced once every five years. More frequent reduction would disturb the dunes' vegetation, which helps to stabilize the feature. Some of the vegetation to be encouraged includes flowering species, which can attract butterflies, birds, and other native fauna.

Once species are planted, they will require irrigation until they are established, which typically takes up to six months. While this is commonly done by hand or watering truck, very large areas can also accommodate a temporary irrigation system.

The Town and DEP also discussed potential long-term solutions, such as a beach management agreement. The agreement would list all activities to be undertaken on the beach, including concessions, special events, and dune management. The Town may wish to consider this type of agreement over the long term. Dune management events such as planting would occur outside of turtle nesting season in order to ensure no nests are affected.

Next steps include compiling a list of riparian property owners who may wish to build dunes, reaching out to property owners who already have dunes, and speaking with owners who have expressed interest in reducing the height of their nearby dunes. Dunes would also be inspected on a biannual basis to ensure invasive species are removed and the dunes are being properly maintained.

Commissioner Oldaker requested a comparison of the Town's dunes with the West Coast of Florida, which was recently impacted by Hurricane Ian. Ms. Shepard replied that this varies between areas. Most deep dunes remained intact following the storm, although those communities were affected by flooding due to significant storm surge.

Commissioner Oldaker also asked for information on why some owners do not want dunes in front of their properties. Ms. Shepard replied that dunes can affect owners' views. For this reason, different types of vegetation are used in dunes, ranging from flowering species to flora that can grow to significant height.

Commissioner Oldaker asked for more information on the difference between regulated dunes and private dunes. Ms. Shepard advised that the erosion control line is typically the seaward limit between private and public riparian property lines.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report for 10-25-22

Town Manager Linda Connors reported that the Town has purchased automated external defibrillators, which will be available in all buildings in case of emergency. The Chamber of Commerce has partnered with Imperial Point Medical Center to hold a Health Fair on Saturday, February 4, 2023, and is requesting partnership with the Town as well. This will be an Agenda Item in December 2022 for additional discussion. The Town's annual Boo-By-The-Sea event is scheduled for Saturday, October 29, 2022.

Town Manager Connors reminded all present that Tuesday, November 8, 2022 is Election Day. The Commission meeting that week will be held on Wednesday, November 9.

Broward Sheriff's Office (BSO) Captain Tom Palmer has organized a Shred-a-thon to be held on January 14, 2023 at Assumption Catholic Church. Additional information will be available on the Town's website and on social media.

The Town's policy in the past has been to charge for the Staff time involved in fulfilling public records requests; however, this policy has not been followed consistently, as some requests require more time than others. Florida Statutes outline how the Town may charge for this time. Town Manager Connors explained that she wished to clarify to the Commission that this policy exists and is consistent with Florida Statutes. She recommended that the fee be charged for public records requests which take more than 15 minutes of Staff time. Mayor Vincent stated that he was in agreement with this policy.

Town Manager Connors concluded that a Special Magistrate meeting is scheduled for October 27, 2022. The next regular Commission meeting will be November 9, which is the only meeting scheduled for that month. Notice of the change will be on the Town's website, posted at Town Hall, and included in social media and an email blast.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. Renewal of Town Contracts

Special Events and Marketing Manager Debbie Hime advised that the two contracts presented were entered into in 2021 and are up for renewal. They include a contract for the webmaster and one for drone/video services for Town events.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Nuisance Code Compliance Properties

At this time Mayor Vincent opened public comment.

Sharon Kaplan, resident, advised that she is a neighbor of a nuisance property at 4326 N. Ocean Drive. She and other neighbors have requested help with a bee problem on the neglected property, which the owner refuses to address. This constitutes a danger to neighboring properties, as bees swarm to their lights. There are also other aesthetic and safety issues on the nuisance property. She asked for assistance in resolving this situation, which has gone on for years.

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

Development Services Director Jhanelle Campbell stated that Staff proposes to proceed with special Code Compliance measures on three properties within the Town, as they have been unable to secure compliance on several life safety violations through regular Code Compliance measures. The subject properties are located at 4326 N. Ocean Drive, 2036 Coco Palm Place, and 230 Pine Avenue. The actions Staff is requesting will incur costs to the Town.

Development Services Director Campbell continued that 4326 N. Ocean Drive is a four-unit property purchased by the owner in 2003 and is not homesteaded. The property has been vacant since at least 2016, with no active business tax receipt (BTR) since 2004. It has been delinquent in taxes for two years, and two years' worth of tax certificates in the amount of \$26,137.78 have been issued.

Staff considers the property to have been abandoned, as their last communication with the owner occurred in August 2022. An additional warning was issued by Broward County regarding "hatracked" trees on the property; however, no action has been taken to address this violation. Thus far, the property has accrued roughly \$800,000 in fines at a rate of \$700/day. Bees have infested the building, creating a life safety issue for adjacent and nearby properties as well as for pedestrians.

The Town's Fire Marshal and Building Official visited the property to conduct an exterior inspection. Because bees have infiltrated the structure of the property, the Building Official recommends that the case be taken before the Unsafe Structures Board to recommend demolition. This case will go before the Special Magistrate with a request to proceed with foreclosure on the property. An additional option would be to file a complaint in court and have the property declared a public nuisance, which would grant the Town authority to enter the premises and address the existing violations. There would be costs associated with this process, which would be levied against the property as a lien.

Mayor Vincent asked if Staff is aware of any vagrancy on the subject property. Development Services Director Campbell replied that there have been no reports of vagrants on the premises. Staff requests permission to take this case before the Unsafe Structures Board, as well as to ask the Special Magistrate for permission to proceed with foreclosure and file a complaint in circuit court to have the property declared a public nuisance.

Alan Gabriel, representing the Town Attorney's Office of Weiss Serota Helfman Cole & Bierman, explained that he serves as the Town's prosecutor with the Special

Magistrate's Office. He advised that the subject property's fines continue to accrue at \$700/day. No title search has been conducted thus far for the property. Should the Commission authorize counsel to proceed, a title search would be made to determine the entity with legal rights to the property.

Attorney Gabriel continued that the foreclosure process requires the property to be brought before the Special Magistrate, who determines the following:

- Liens have been filed against the subject property for at least three months
- The property is not homesteaded

All the properties before the Commission tonight meet these two criteria. Attorney Gabriel stated that should the Town authorize counsel to proceed, they will request permission at the Special Magistrate hearing scheduled for October 27, 2022.

Commissioner Strauss emphasized that the issue at stake is one of life safety rather than simple foreclosure with liens. The bee issue has been a problem on the subject property for over a year. Attorney Gabriel further clarified that the property owner has been cooperative in the past, but cannot be found at this time. Any efforts to address the bee problem occurred a significant time ago. The Town has tried to respond to the property's neighbors and address the issue, but the property owner has not acted to remove the bees.

Commissioner Strauss asked if pursuit of foreclosure would mean the Town becomes responsible for the property's tax liens. Attorney Gabriel replied that a title search would identify each party with an interest in the property, including the holders of liens. The Town's Code lien may not have priority, and any other entities with liens would be notified during the foreclosure process.

Development Services Director Campbell added that she has requested that the site be evaluated by an expert to determine the best way forward. She noted that the property owner's efforts to eliminate the bees have been minor.

Acting Town Attorney White advised that the Commission is asked to provide policy direction to Staff and counsel regarding necessary action before the Special Magistrate and the Unsafe Structures Board, or filing a nuisance report. It was determined that the Commission would hear updates on the situation at subsequent meetings.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to proceed with either a nuisance claim, foreclosure, or the Unsafe Structures Board as may be required for 4326 N. Ocean Drive. Motion carried 5-0.

Mayor Vincent strongly emphasized that this issue should be a top priority for Staff due to its importance to public safety.

Development Services Director Campbell continued that the second nuisance property to be addressed is 230 Pine Avenue, which is a single-family home purchased in March 2021 by 827 NW 114 Street, LLC. The property is not homesteaded. Broward County tax records show a tax certificate was issued in 2021, which means the property has been delinquent in taxes for one year. To date, over \$150,000 in fines have accrued on the property and continue to do so at a rate of \$400/day.

The property was previously cited for failure to maintain, and the Town has spent \$200,000 to abate its nuisance violations. These violations have since recurred, along with new violations, such as a strangler fig tree on the property that has a severe bee infestation. There is also an additional violation for trash and litter on the property. These three new violations are scheduled to go before the Special Magistrate on October 27.

The Building Official visited the property on October 14 for an exterior inspection and does not recommend referral of the property to the Unsafe Structures Board. Staff has contacted Broward County's Resilient Environment Department for evaluation of the tree; however, the tree is a native species and must be preserved, which means the recommendation is for mitigation of the bees. Staff has also requested that an expert determine the best way to proceed with bee removal.

If the Commission approves, Staff also requests permission to ask the Special Magistrate to move forward with foreclosure on the subject property at the October 27 meeting, after which time they would proceed to recover the Town's costs and attorneys' fees.

Acting Town Attorney White noted that the previous nuisance abatement action on the 230 Pine Avenue property has already resulted in a lien earlier in the year. Development Services Director Campbell added that a pool is currently under construction on a neighboring property, and the equipment used in construction is agitating the bees and causing them to swarm. Staff has reached out to the property owner via mail and email with no response.

Commissioner Oldaker asked if the Town may continue to maintain a property once they have taken action to abate a violation. Attorney Gabriel explained that this depends upon the severity of the issue and whether or not it becomes habitual. The Town may ask the Special Magistrate to grant them authority to address a habitual issue, although he cautioned that the Town may not wish to take on this responsibility in all cases. He confirmed that the history of the subject property shows it is not being maintained.

Attorney Gabriel clarified that the Town may not enter the property unless authorized to do so. In some instances, such as where there is no fencing and the property is available, the Special Magistrate may authorize the Town to access the site.

Development Services Director Campbell further clarified that the Town is able to access the tree infested by bees; however, this is a new violation and did not exist when the Town previously abated the property, which means they must seek authorization for access once more.

Commissioner Strauss made a motion, seconded by Commissioner Pouloupoulos, that the Town move forward with authority to foreclose or take whatever action they deem appropriate regarding 230 Pine Avenue. Motion carried 5-0.

Development Services Director Campbell addressed 2036 Coco Palm Place, for which the property owner is deceased. A records search does not show any probate cases open in the state of Florida. An individual who claims ties to the deceased owner is living in the home but is not maintaining the property. Taxes and utilities are paid to date, although Florida Power and Light (FPL) would not release information to Staff.

There are currently severe violations for property maintenance, odor, landscaping, and stagnant pool water on the property. A fence which was in disrepair has fallen, leaving the pool unsecured, which poses a life safety hazard to the public. The pool's stagnant water is a breeding area for mosquitoes.

Staff is bringing a case associated with this property to the Special Magistrate on October 27 to cite the unsecured pool as a new violation. This could allow the Town to obtain authorization to enclose the pool and place a lien on the property if the resident does not make corrections within 48 hours. Staff requests that the Town file a complaint in circuit court to have the property declared a public nuisance and obtain authority to enter the premises, drain and secure the pool, maintain landscaping, and complete any other actions necessary to abate these nuisances.

Commissioner Strauss noted that the payment of taxes on the subject property serves to complicate the issue, and asked if the Town has exhausted its options before proceeding to have the property declared a nuisance. Attorney Gabriel explained that there is no clarification of the person living on the property; although that individual has indicated a previous relationship with the owner, now deceased, the individual could be a squatter. There have been no responses to any of the Town's Code notices, which led to the issuance of liens. The case has risen to its current status due to the pool, which is unsecured and in violation of Code.

Attorney Gabriel continued that proceeding with foreclosure would allow the Town to conduct a title search and determine whether or not any entities may have an interest in the property. If the owner is in another jurisdiction, the Town could issue notice of the proceedings and have a judge issue an order to take action. He emphasized that the Town is not seeking to rebuild the fence, but to secure the property so it does not constitute a danger.

Mayor Vincent asked if the lack of probate interferes with the process. Attorney Gabriel confirmed that it does not, and noted that the Broward County Property Appraiser's Office has identified the parcel as the estate of the deceased owner; however, there has been no probate activity.

Vice Mayor Malkoon asked if Staff has spoken with the individual occupying the property. Development Services Director Campbell replied that Senior Code Inspector Bethany Banyas has not spoken with the individual in some time; however, the individual has indicated unwillingness to make any effort to mitigate the issues on the property. Bills associated with the property continue to be paid, although there is no clarification of the party that is paying them.

Attorney Gabriel pointed out that it is important for Staff to determine the entity with whom they should be dealing in respect to the subject property. A judge could appoint a receiver to represent the estate if necessary.

Commissioner Pouloupoulos asked if the Town must file foreclosure action in order to perform a title search, or if they may perform this search without taking other legal action. Attorney Gabriel replied that a foreclosure allows the Town to send out letters and notices of their intent to proceed with regard to the site. It is hoped that these notices would cause a party or parties to react and come forward to work with the Town. No paperwork has been identified thus far to suggest that an estate has been created.

Vice Mayor Malkoon made a motion, seconded by Commissioner Oldaker, to allow Staff to take the necessary means to correct this issue through foreclosure. Motion carried 5-0.

b. Christmas-By-The-Sea Wednesday, December 7, 2022

Special Events and Marketing Manager Hime showed a brief video on Christmas-By-The-Sea, which is scheduled for December 7, 2022. The event begins at 5 p.m. and will include a visit from Santa Claus at 6 p.m., followed by a tree lighting ceremony. Rose Architects will be a title sponsor for the event.

The Commissioners' backup materials include a maintenance of traffic (MOT) plan, and a children's book drive is being sponsored by Action for Literacy.

The Commissioners approved the event by unanimous consensus.

c. Special Event Application for the Publix Fort Lauderdale A1A Marathon on Saturday, February 19, 2023

Special Events and Marketing Coordinator Hime continued that the 18th A1A marathon will be held on February 19, 2023. Site maps are available in the Commissioners' backup materials. Meetings will be scheduled in January 2023 with BSO and the city of Fort Lauderdale to review plans for the event.

The Commission is asked to set applicable road closure fees for the event, as well as parking fees for El Mar Drive's median lane, as the event will host more than 200 people. In the past, the Commission has approved parking fees for spaces in the Anglin Square area but has not charged for road closures.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve as written, including waiver of road closure and El Mar Drive median lane parking fees. Motion carried 5-0.

d. Wild Berry Salon and Big Cat Bikes Opening Party in Eagle Ray Plaza November 15, 2022

Special Events and Marketing Coordinator Hime explained that these two new businesses will open in Eagle Ray Plaza with a party in 30 days. The Fire Marshal has

provided positive feedback on the event. While the Applicants requested music in the back near Basin Drive, Staff recommends music be moved to the front breezeway or the other side of the business so it is on the parking lot/Commercial Boulevard side.

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

e. LBTS Community Church Monthly Flea Market beginning Nov. 5, 2022

Special Events and Marketing Coordinator Hime advised that this Item was submitted by the Mayor, as Staff may not submit items to the Commission which are scheduled within 30 days. The flea market event would be held on the first Saturday of each month from 8 a.m. to 1 p.m. Parking will be provided around the Community Church. The Applicant requests a waiver of the \$15 per event day fee, as well as the possibility of a band or other music in a portion of Friedt Family Park.

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

14. COMMISSIONER COMMENTS

Commissioner Oldaker recognized the passing of longtime Hampton Beach Club resident Eugenio Degollada on October 7, 2022.

Commissioner Strauss reminded all present that Veterans' Day will be on November 7, 2022. The Town will hold an event in El Prado Park at 10 a.m.

Mayor Vincent reminded all present of Boo-By-The-Sea on Saturday, October 29, 2022 from 2 p.m. to 4:30 p.m. in the West Business District Plazas. Over 20 Town businesses will participate. The El Mar Boutique Hotel has donated an adults-only weekend stay as a prize for parents. The Mayor recognized the Aruba Beach Café, the Windjammer, and the Village Grille as donors to this event.

Commissioner Pouloupoulos urged all parents to check their children's Halloween candy for safety purposes.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

- a. **Ordinance 2022-08 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V “ZONING,” SECTION 30-313 “GENERAL PROVISIONS” TO MODIFY REGULATIONS RELATED TO ROOFTOP PLACEMENT OF EQUIPMENT ON ANY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE**

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

Development Services Director Campbell recalled that in July 2022, the Commission directed Staff to review potential changes to the Town’s Code of Ordinances regarding the placement of equipment on rooftops. Staff reviewed the Town’s Ordinances as well as those of neighboring municipalities. Ordinance 2022-08 was prepared as a result. It was approved upon first reading at the September 28, 2022 Commission meeting with no recommended changes.

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

17. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2022-48 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TOWN OF LAUDERDALE-BY-THE-SEA’S COMMUNITY SHUTTLE PROGRAM TITLE VI PLAN FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION**

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

Special Events and Marketing Coordinator Katie Anderson advised that the Title VI Civil Rights Act prohibits discrimination based on race, color, or national origin in any program or activity that receives federal funding. The Town’s community shuttle

program, administered through Broward County Transit (BCT), receives this funding and is subject to a Title VI Plan. The original Plan was enacted and approved in October 2018 and must be updated every three years using population data.

The proposed amendments to the Title VI Plan have been reviewed and approved by BCT for 2022. The Town recommends approval of Resolution 2022-48.

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

b. Resolution 2022-47 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FEE SCHEDULE FOR PRE HOSPITAL EMERGENCY MEDICAL SERVICES (“EMS”); 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.

Assistant to the Town Manager Easley recalled that in June 2015, the Commission approved a five-year agreement with American Medical Response (AMR), which provides emergency medical services (EMS) to the Town. The current agreement is set to expire on September 30, 2025. AMR is requesting a fee increase for the following services:

- Basic advanced life support service Level 1 current fee: \$550; requested fee: \$750
- Basic advanced life support Level 2 current fee: \$675; requested fee: \$875
- Current mileage service fee: \$10; requested fee: \$13
- Current oxygen therapy service fee: \$27; requested fee: \$30

These fees were last increased in 2019. Assistant to the Town Manager Easley noted that even with the requested increases, the amounts are still less than those charged in the municipalities to the north and south of the Town. Staff recommends approval of the increases.

Commissioner Oldaker asked if the four services for which increases are requested base these fees on CBT codes or other standardized coding system. Assistant to the Town Manager Easley replied that she was not familiar with the basis of these fees.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

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

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 15, 2022
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 Theo Pouloupoulos, 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, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that the A1A safety audit and an update on the pier be heard under Presentations.

5. PRESENTATIONS

a. Safety Audit Presentation

Town Manager Linda Connors advised that some months ago, the Florida Department of Transportation (FDOT) performed a safety audit of the Town’s A1A corridor. Veronica A. Altuve, P.E., representing FDOT, presented the results of the audit, which evaluates all roadway uses with an emphasis on bicycle and pedestrian safety and identifies opportunities for improvement. FDOT is currently in the process of finalizing implementation plans for the corridor.

The audit was a multi-disciplinary effort including Town Staff, law enforcement, FDOT District 4 Staff, and a consultant. The team held four separate site visits at different hours of the day and night. The study area was the entire section of A1A within Town limits, which includes eight traffic signals, three pedestrian signals at mid-block crosswalks, two rapid-flashing beacons, and one crosswalk at 1800 S. Ocean Boulevard, on which FDOT is currently working with the Town to implement rapid-flashing beacons. The study also takes into account lighting on both sides of the dividing line, along with curbs, bicycle lanes, and other features.

FDOT made recommendations for the roadway in four different sections. Long-term corridor-wide recommendations for A1A include crossway texture markings as requested by the Town, Americans with Disabilities Act (ADA) curb ramps at some locations, pedestrian signs, and signal backplates with reflective borders.

Location-specific short-term recommendations include areas where there is significant pedestrian activity. These include signal equipment maintenance at A1A/Flamingo Avenue, upgraded rapid-flashing beacons at Hibiscus Avenue, possible pedestrian clearance improvement at Datura Avenue, and a possible mid-block crosswalk at S. Ocean Drive. Evaluation for this crosswalk will begin in January or February 2023. Paving markings and signs may be incorporated at Commercial Boulevard, along with delineators/traffic separators in some areas.

Location-specific short-term recommendations for A1A/Commercial Boulevard include consideration of a possible all-red phase, which would stop vehicles for pedestrians at all four ways of the intersection. An alley north of Commercial Boulevard also requires pavement marking signs and delineators. Washington Avenue and Terra Mar Drive require signal equipment maintenance.

Location-specific long-term recommendations include potential reconstruction at Ocean Drive, as well as a proposed curb extension at Commercial Boulevard. This can be done in partnership between FDOT and the Town. Signal markings and signs are recommended at El Prado Avenue, and equipment upgrades and installation of a pedestrian refuge are proposed at Pine Avenue. Pavement markings are also recommended at 200 Ocean Boulevard, and the Town has requested consideration of a mid-block crosswalk at Palm Court Drive.

FDOT is in the process of further vetting all recommendations to ensure they are physically constructible and would not be detrimental to other roadway users in the area.

Vice Mayor Malkoon addressed the A1A/Commercial Boulevard location, explaining that northbound traffic on A1A can block southbound traffic in order to turn left and enter the A1A parking lot. Ms. Altuve advised that this can be studied further.

Commissioner Strauss expressed concern with a right-turn arrow for westbound traffic on Commercial Boulevard approaching A1A. He explained that the sun can make it difficult to see this signal, and requested that this be considered by FDOT as well.

Commissioner Oldaker requested additional information on recommendations for the Hibiscus Drive crosswalk. Ms. Altuve stated that the rapid-flashing beacon equipment is not up to standard at this location. A lighting study is being programmed for the entire corridor, as the consultant observed there are dark sections of the roadway.

Commissioner Oldaker continued that there is little difference in traffic volume along the entire length of A1A, and asked why designs are not uniform for various crosswalks and signage along this corridor. Ms. Altuve replied that she could review the evaluations to determine why different recommendations were made, but noted that FDOT's traffic engineering manual has certain requirements for different types of traffic controls. These are based in part on the number of people using a crosswalk every day, as well as which traffic controls are appropriate for a given location.

Mayor Vincent asked which locations require additional ADA curbing or other ADA-related improvements. Ms. Altuve explained that some locations lack the correct slope, while some yellow detectable warnings appear to be worn out. She emphasized that this requires maintenance rather than the addition of new features.

Town Manager Connors addressed issues with the Pier that occurred during the recent Hurricane Nicole, stating that immediately following the storm, the Town's Building Official examined this property and closed it to public use. The structure was declared unsafe and the property owner instructed to hire a structural engineer. Town Staff is waiting for more information so they can further evaluate the situation.

David Atkison, owner's representative for Fisherman's Pier, Inc., explained that the owner has contacted a structural engineer. The combination of large waves and a king tide on November 10, 2022 resulted in damage to the Pier, which was already under repair and remediation at the time. The owner has made the U.S. Coast Guard aware of the situation, and SOS beacons have been installed at the structure as a temporary lighting solution. A spotlight has also been installed nearby in case of emergency.

Mr. Atkison advised that he will work with the owner's engineer to ensure a proper inspection report is completed. He will also work with architects and civil engineers to determine solutions for both the owner and the Town. He concluded that a marine biologist has been contacted to evaluate the situation and ensure against any damage to marine life.

Mayor Vincent commented that the Town's greatest concern regarding the Pier is for public safety, including safety of surrounding navigable waters, which is being overseen by the Coast Guard. Mr. Atkison replied that there will be additional safety mechanisms in place to prevent public access to the pier. The owner has also reached out to the U.S. Army Corps of Engineers and is awaiting a response from that entity.

Town Manager Connors concluded that once the Town has received reports on this matter, they will be prioritized in the Town's Building Department. She has also reached out to the Town's state advocate, Candice Ericks, to ensure assistance in prioritizing any other state and/or federal reviews that may be necessary.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Alex Kublickis, resident, expressed concerns regarding the Pier, recalling that it was first damaged in 2017 by Hurricane Irma and has deteriorated in condition since that time. He requested clarification of the Pier's ownership.

Brian Kuzman, resident, also shared concerns regarding the Pier, stating that it has deteriorated significantly in recent years.

Joe Martino, resident, reminisced about the Pier's importance to the Town.

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

Mayor Vincent requested that the Town Attorney provide a brief overview of the Town's responsibilities regarding the Pier. Town Attorney Susan Trevarthen explained that the Town has a cooperative role in addressing the Pier, including permitting and assurance of public safety surrounding the structure. She confirmed that the Pier is private property and the owner's responsibility.

7. PUBLIC SAFETY DISCUSSION

a. BSO October 2022 Report

Captain Tom Palmer of the Broward Sheriff's Office (BSO) provided a brief update on a recent traffic crash, which resulted in a fatality. The preliminary investigation has determined that a driver experienced a medical episode which resulted in the crash.

Captain Palmer also recognized Deputy Adam Yates for his role in apprehending an individual with a warrant for arrest.

Commissioner Oldaker commented that BSO's presence in the Town, and their initiative in addressing traffic issues, has been noticed by residents.

Vice Mayor Malkoon recognized Captain Palmer and Town Manager Connors for their quick response following the damage to the Pier. Captain Palmer advised that BSO has increased its beach patrols since the storm, and the Marine Unit will monitor the area surrounding the Pier.

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

b. AMR October 2022 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report for November 9, 2022

Town Manager Connors encouraged all present to attend the Town's annual Christmas-By-The-Sea event on December 7, 2022. She noted that the recent Veterans Day event was a success.

The Town has renewed its contract with The Urban Beekeepers to care for its apiary. The bees were recently moved due to the installation of a generator, and will not return

until after work on the Municipal Services building has been completed, most likely in early February 2023.

The Town is working on its contract with the Volunteer Fire Department (VFD), which has been extended for 90 days. The contract is expected to come before the Commission in January 2023.

Town Manager Connors provided an update on recent Code Compliance activity regarding the three properties discussed at the October 25, 2022 meeting. The Special Magistrate has authorized the Town to abate the violations at 230 Pine Avenue; however, since that time, the property owner has removed the bees from the property and addressed trash and litter issues. The property is now in compliance.

The Town has hired a contractor to screen the unsecured pool at the 2036 Coco Palm Place property. The cost of the work will be billed to the property and assessed as a lien if it is not paid. The property owner at 4326 N. Ocean Drive has hired an attorney, and the Town will either work toward resolution or move toward foreclosure.

Town Manager Connors continued that the Town has purchased new covers for the Downtown barricades. She commended Public Works Staff for their work in both preparing for and cleaning up after the storm.

The next Commission meeting is scheduled for December 13, 2022.

Commissioner Oldaker thanked Town Staff for providing a golf cart safety video for residents and visitors.

Captain Palmer advised that the annual Winterfest Boat Parade is scheduled for Saturday, December 10, 2022, with the bridge to remain upright and closed to vehicular traffic beginning at 8:30 p.m. The Boat Parade is expected to end close to 11:00 p.m. BSO Staff will be on hand to redirect traffic and electronic message boards will be deployed following Christmas-By-The-Sea. The nearest open bridge will be at Atlantic Boulevard. Additional information on bridge closures will be available on the Winterfest Boat Parade website.

b. August 2022 Finance Report

Director of Budget and Finance Lucila Lang noted that some adjustments have been made to the Town's Capital Improvement Plan (CIP) in fiscal year (FY) 2023. The total dollar amount remains the same.

Commissioner Oldaker asked if the Town's investment policies could be revisited, with the intent of taking advantage of any changes in interest rates. Director of Budget and Finance Lang stated that she and Town Manager Connors will meet with Truist Bank to discuss options. They will also speak to a representative of an investment firm toward the end of calendar year 2022. She recommended that the Commission consider how the Town wishes to move forward with any large purchases or expenditures that may be pending.

Director of Budget and Finance Lang asked if the Commission wished to consider increasing the \$2.5 million in its Emergency Fund due to the current economic climate, concluding that she and Town Manager Connors will provide a report on their discussions with Truist Bank and the investment firm.

Mayor Vincent suggested that a workshop could be scheduled for further discussion of financial issues. Town Manager Connors replied that Staff will review meetings scheduled in calendar year 2023 and provide a comprehensive list of these meetings to the Commission.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- **6-28-22 Ethics Training Minutes**
- **10-6-22 Regular Town Commission Meeting Minutes**
- **10-11-22 Ethics Training Minutes**
- **10-11-22 Regular Town Commission Meeting Minutes**

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Authorize the Town Manager to Negotiate a Contract for the Purchase of the 9-unit multi-family property located at 4512 Bougainvilla Drive**

Town Manager Connors reported that the property owner of 4512 Bougainvilla Drive contacted the Town to determine whether or not they were interested in purchasing this property. This would provide an opportunity for the Town to consider making improvements to its Public Safety facility. She added that the Town has performed two appraisals on the property.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to authorize Town Staff to negotiate the purchase of 4512 Bougainvilla Drive. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Strauss reported that the recent Veterans Day event was well-attended. He recognized Town Staff for their efforts in making this event a success.

Commissioner Oldaker thanked Town Staff, as well as BSO, AMR, and VFD staff, for their work over recent weeks in dealing with emergent events. He also recognized the Veterans Day event as a success, and encouraged all present to attend Christmas-By-The-Sea.

Vice Mayor Malkoon recognized Commissioner Strauss's work on the Veterans Day event. He added that he and Special Events and Marketing Manager Debbie Hime have contacted the city of Wilton Manors for insight on preparations for their upcoming anniversary, and will reach out to Town residents for materials that may be used in Lauderdale-By-The-Sea's anniversary celebration.

Commissioner Pouloupoulos thanked BSO for their presence on Halloween, and noted that Boo-By-The-Sea was a success. He recognized Staff for their work in cleanup efforts following the hurricane.

Mayor Vincent also noted that the Veterans Day event was a success despite inclement weather.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

The following Items were taken out of order on the Agenda.

d. Resolution 2022-50 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S POLICIES FOR THE USE OF THE OCEAN PLAZA; PROVIDING FOR CONFLICT AND FOR AN EFFECTIVE DATE.

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

Town Manager Connors explained that Resolution 2022-50 reflects the Commission's decisions made at their October 11, 2022 meeting, which would allow the Aruba Beach Café to continue their use of a small portion of the Connie Hoffmann Ocean Plaza for outdoor dining. Staff requests approval of the Resolution, which amends the current policies for the use of Ocean Plaza by limiting Aruba's use to approximately 800 sq. ft., with a minimum of 48 hours' notice required for the removal of outdoor dining when necessary to accommodate a Town or Commission-approved event.

Aruba Beach Café would be required to maintain Ocean Plaza by cleaning the pavers in the leased area and keeping that location free of litter and debris. They must follow all the requirements of a revocable license agreement with the Town in the area used for

outdoor dining. Annual approval would be necessary to renew Aruba's use of the Ocean Plaza prior to October 1 of each year.

Should the Commission approve this policy change, Staff will move forward with a revocable license similar to the one currently in place for sidewalk cafés. Staff recommends approval of Resolution 2022-50.

Commissioner Oldaker noted that any Town-approved events would be determined in well in advance, and asked how the 48-hour time frame for notice was determined. Town Manager Connors replied that if an emergent issue arose, this would provide sufficient time to make any changes to the area. She added that she has spoken with Aruba Beach Café and their counsel, and they are amenable to this time frame.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2022-50. Motion carried 4-1 (Vice Mayor Malkoon dissenting).

- c. Resolution 2022-49 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PLANTATION FARMERS MARKET CO-OP LLC DBA COMMUNITY FARMERS MARKETS OF SOUTH FLORIDA FOR THE TOWN'S FARMERS MARKET PURSUANT TO REQUEST FOR PROPOSAL NO. 22-08-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve Resolution 2022-49. Motion carried 5-0.

- a. Resolution 2022-51 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE**

This Item was tabled until the December 13, 2022 meeting.

- b. Resolution 2022-52 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

Assistant Finance Director Edner Saint-Jean noted that as FY 2021-2022 ended, an amendment was necessary under the process outlined in Florida Statute 16.241, which required the amendment to be completed in no more than 60 days after the end of the fiscal year.

Director of Budget and Finance Lang further clarified that the backup materials show the design costs for Codrington Drive in one line item and the remaining expenses separately. There was no adjustment to the final budget, only to those line items.

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

- e. Resolution 2022-53 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AWARDED AN AGREEMENT TO AHTNA MARINE & CONSTRUCTION COMPANY, LLC FOR CANAL DREDGING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Courtney Easley recalled that in 2020, as part of the five-year CIP, the Town’s canal system was surveyed. It was determined that four of the six canals required dredging, based on elevation levels recommended by the U.S. Army Corps of Engineers. The Town issued a request for proposal (RFP) for canal dredging services. Staff and the Chappell Group held a pre-bid meeting on August 16, 2022, with

potential respondents. Eight bidders attended this meeting, and two responses were received at the end of the RFP process. The evaluation process resulted in the award of 270 points out of a possible 300 to Ahtna Marine and Construction, with 217 points awarded to Custom Built Marine.

Staff originally budgeted \$231,000 for this project based on previous bid amounts for other projects. The recommended contractor requests \$374 per cubic yard, which, with a 10% contingency, brings the total cost of the project to \$296,635.68. Due to this increase in costs, Staff recommends only dredging Canal B and the Silver Shores Canal in FY 2022-2023. Staff recommends selecting and awarding the agreement to Ahtna Marine and Construction in an amount not to exceed \$296,635.68.

Commissioner Oldaker asked if the two canals cited above have the greatest need for dredging. It was confirmed that they have the highest amount of cubic yardage to be removed.

Vice Mayor Malkoon recognized Deputy Town Manager/Public Works Director Ken Rubach for his work on this matter. He requested additional information on the plans for deposit and removal of dredged material on a Bel Air lot used for its storage. Mike Gonzalez, representing Ahtna Marine and Construction, explained that the material will be excavated and placed on a barge, which can hold 100 cubic yards per trip. It will be offloaded onto the Bel Air lot.

Tyler Chappell, representing the Chappell Group, advised that the contractor will provide notice to houses in the subject lot's surrounding neighborhood to inform them of when they will be working and what the work will entail. An individual will be on-site to answer any questions or address concerns.

Commissioner Strauss requested clarification of the reason for the significant increase in the amount of material to be dredged. Mr. Chappell recalled that the original estimate occurred in 2021, and has incurred escalating construction costs since that time. Another consideration is that the original estimate did not include offload site costs or landfill costs.

Mr. Chappell continued that sediment testing will be done as the material is offloaded to ensure it is within the threshold of what can be disposed of via landfill. If testing meets the necessary threshold for residential use, the material can remain on the lot if necessary.

Commissioner Oldaker asked how long it might take to dredge the Silver Shores Canal, pointing out that barge activity could block traffic on that waterway. Mr. Gonzalez explained that the barge is roughly 130 ft. x 40 ft. The contractor has significant experience in dredging in similar areas and will limit any blocking of marine traffic. He estimated that the project will last for roughly 30 days.

Commissioner Oldaker recommended that information be posted on the Town's website as well as disseminated in other ways, noting that the canal can be very busy during the tourist season. Mr. Gonzalez also noted that boaters can contact the barge operator via radio if necessary, although he felt it was likely they will have sufficient room to navigate around the barge.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:24 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Special Event Application for Feast of the Holy Epiphany and Blessing of the Waters
January 6, 2023

Explanation: Fr. Peter Zougras of St. Demetrios Greek Orthodox Church has submitted a Special Event Application (**Exhibit 1**) for your consideration to hold "The Feast of Holy Epiphany" with the Blessing of the Waters Service ("**EVENT**") on Friday, January 6, 2023, from 9:00 a.m. until 2:00 p.m.

The EVENT is proposed to start at 9:00 a.m. in the south portions of the Pavilion and Ocean Plaza with the celebration in the Pavilion and Ocean Plaza. The EVENT will continue on the beach north of Anglin's Pier for the Blessing of the Waters and release of doves, followed by the retrieval of the cross from the water and lunch at Anglin's Beach Café.

The EVENT in the plazas is expected to have an estimated 75 participants, spectators and volunteers. Fr. Zougras' request is to utilize half of the Pavilion and Ocean Plaza with the 2nd half of the Pavilion and Ocean Plaza remaining open to the public and for the use of Aruba Beach Café, respectively. The schedule of the event is highlighted in Table 1 below.

Table 1

Friday, January 6, 2022		
Start of set-up	Pavilion & Ocean Plaza	8:00 a.m.
Service	Epiphany Service at Pavilion & Ocean Plaza	9:00 a.m. – Noon
Chairs Removed	Pavilion and Ocean Plaza	Noon
Service Moves to	Beach/Water North of the Pier for Blessing of the Cross, Release of Doves & Cross Retrieval	Noon – 1:00 p.m.
Lunch	Anglin's Beach Café	1:00 – 2:00 p.m.
Clean up completed by		3:00 p.m.

The EVENT will not use a sound system at the Pavilion/Plaza. Also, the LBTS Volunteer Fire Department has offered to provide lifeguards for the event.

Applicant requests the following special consideration:

1. Use of Town electric and for the Town to waive all fees for the event, including electric fee (\$25), the special event application fee (\$100), and the per plaza use fees (\$425 per day per plaza, \$850) for a total of \$975. If the Commission does decide to waive the fees, we have included the waiver in Condition No. 1. Otherwise, we will omit from the Conditions.

2. Permission to place signs at the plaza and directional signs. (Condition 16)
3. The Town to cover the showers at the Pavilion between 7:00 a.m. and noon to eliminate their use by the public during the morning event. (Condition 8)

Recommendation:

Staff recommends approval of the event with the following conditions:

1. Requested fees are waived for this event.
2. Setup of the event will start at 8:00 a.m. and chairs in the Pavilion and Plaza will be cleared by noon.
3. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The EVENT shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval
4. No Town power is needed for this event.
5. Lifeguards will be required for the event.
6. The Police Chief shall approve the EVENT's Maintenance of Traffic Plan (MOT), if one is required.
7. The EVENT shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
8. Road Closings: there are no road closings for this event.
9. Parking will operate according to normal parking regulations.
10. The Town and Anglin's Pier restrooms will be available for the event.
11. Chairs shall be placed to provide the appropriate and required pedestrian walkways. All chairs used in the plazas shall have protective (rubber or plastic) feet.
12. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress or egress.
13. If the Public Works Director requires, the EVENT shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately dispose of all refuse. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
14. Signage:
 - a. On January 6, EVENT may place one sandwich sign at Dunes Plaza and one at Ocean Plaza directing participants to the event.
 - b. On the morning of January 6, 2023, EVENT may place two reserved signs on the beach south of the Pier to mark the area needed for the retrieval of the cross on the south side of the Pier.
15. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff or will be battery operated.

16. The EVENT shall provide a written notice to all properties affected by this event by December 5, 2022 for approval prior to distribution; and confirm in writing which properties have been notified.
17. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
18. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
19. If revisions to the Site Plan, if any, must be presented for approval by noon on Monday, January 2, 2023.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. At least thirty (30) days prior to the event, the EVENT shall provide a Certificate of Liability Insurance, including its endorsement, which meets all the insurance requirements of Chapter 17, Section 17-9.
22. The EVENT shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT shall be held responsible for providing the Town notice of any change in insurance coverage.
 - d. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The EVENT shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
23. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the EVENT (the "sub-applicant"), the sub- applicant shall provide insurance and indemnification meeting the requirements of this Section under which the EVENT is applying, as if they were the EVENT and shall be held responsible for compliance with the Town Code as if the sub-applicant were the EVENT.
24. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
25. EVENT shall owe no monies to the Town at least one week prior to the event. There shall be no past due fines, moneys, fees, violations, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all past due debts to the Town are paid in full at least one week prior to the event.
26. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

27. Upon showing by the EVENT of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
28. Permission for this event may be suspended or modified by the Commission, Town Manager or her designated Staff.
29. The Town Manager may suspend permission for this event due to failure of the EVENT to comply with the terms and conditions of the Town's event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
30. The onsite Town representative may terminate an event due to the EVENT not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:

Ex. 1 Special Event Application for the Feast of the Holy Epiphany and Blessing of the Cross 1-6-23

Epiphany

10-20-22
JZ



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

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

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

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


Signature of Applicant

Print Name: Mr Peter Zougras

Event Name: THE FEAST OF
THE HOLY EPIHANY



ST. DEMETRIOS GREEK ORTHODOX CHURCH

Now you are the body of Christ and individually members of it.

1 Corinthians 12:27

Father Peter Zougras, Pastor

October 17, 2022

RE: January 6, 2023

To whom it may concern:

As the priest of St. Demetrios Greek Orthodox Church, I look forward to the opportunity of celebrating the feast of Holy Epiphany on Friday, January 6, 2023 with the Blessing of the Waters at the Lauderdale by the Sea pier.

This Celebration is not a fundraising event.

In His service,

Fr. Peter Zougras

St. Demetrios Greek Orthodox Church is a 501c(3) Organization under the umbrella of the Greek Orthodox Archdiocese of America.

820 NE 14th Avenue, Ft. Lauderdale, FL 33304 Voice: (954)-467-1515 Fax: (954)-467-0212
www.stdemetrios.org office@stdemetrios.org



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)
 Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

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

Name of Event: THE FEAST OF THE HOLY EPIPHANY JAN 6

Event Purpose, Description and Activities: CHURCH SERVICE

New Event ☒ or Returning Event ☐ Previous Attendance

Day(s) and Date(s) of Event: Friday JAN 6 2023

Proposed location of the Event (location, streets, landmarks): Pavilion 1/2
1/2 OCEAN PLAZA SOUTH SIDE 2 COMMERCIAL BLVD 'PIER'
on the beach / in the water for the Epiphany Blessing

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

Participants: 50-75 # Spectators 50 # Adult volunteers: 4-8

100 total approx total

Please complete the following table:

Activity	Day	Time
Start of set-up:	JAN 6 FRI	8 am
Start time of the Event:	"	9 am @ Ocean Plaza
EVENT	"	12-1 on the Pier
End time of the Event:	"	2 pm 1-2 lunch
Start of Clean up:	JAN 6 FRI	2 pm
Clean-up completed by: (Site restored to original condition)	JAN 6 FRI	3 pm

** chairs will be removed from Plaza @ noon*

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

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

Person submitting Application ("Responsible Party"):

Name: St. Demetrios Greek Orthodox Church Name: Peter Bougas
Mailing address: 820 NE 14th Ave.
Phone: For Lauderdale 21.3324 Mobile phone: (718) 314.4203
Email: (954) 467-1515 Fax:
frbougas@stdemetrios.org

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

Name(s): SPINO MARCHELLO - on the Pier
Mailing address: 2 Commercial Blvd.
Phone: 954 6295099 Mobile phone: 954 6295099
Evening phone: Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

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

Name: SPINO MARCHELLO Company Name:
Business Address: 2 Commel Blvd. Company Email:
Phone Office: Phone Mobile:

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

Request for Town Involvement: WE REQUEST TO WAIVE SERVICE FEE
Similar To Chanukah And Easter Brunch
\$ 425
Are you requesting the Town be involved with this event in any way? ☒ YES ☐ NO

If yes, describe services requested, if any:

Volunteer Fire Dept = Lifeguard Volunteer?
Please provide 5 parking permits for
volunteers 8-2
Bag showers from 8am-11am

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

If yes, provide details:

YES

NO

SOUND SYSTEMS

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

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



Proposed amplified sound/speaker system:

Proposed live music: List genre, type, ambiance:

Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name:

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: —

Canopies: —

Stages: —

Bleachers: — list size and max load:

Chairs 75 folding chairs & benches

[Handwritten signature]

UTILITIES

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

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

Electrical Requirements:

Electrical work requires an Electrical Building Permit.

Generators over 5KW require an Electrical Building Permit.

A Florida Licensed Electrical Contractor is required to obtain permits.

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

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

Yes

NO

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

_____ Electrical power:

_____ Water:

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

[Handwritten "no" with a large bracket]

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES

NO

For each sign please provide:

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

A frame sign @ Dunes Plaza directing participants to Ocean Plaza

[Handwritten signature]

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

RESTROOMS (show on Site Plan)

Use El Mar Plaza & Anglin's Pier
The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

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

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

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

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Mr. Marchelos has had initial conversation w/ Capt. Palmer

Do you anticipate needing off duty police officers for your Event?

YES

NO

Do you anticipate needing code compliance officers for your Event?

YES

NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES

NO

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

Anglin's Beach Cafe serving lunch @ cafe

YES

NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES

NO

Please list the types of food that will be served:

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

Charcoal Grills ☒

Propane Grills ☒

Concession trailers ☒

Sterno ☒

Refrigerators ☒

Warmers ☒

Fryers ☒

Smokers ☒

LP Tanks ☒

Open fires _____

Hoods _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

NO

If YES, has a liquor permit been obtained from the State of Florida?

YES

NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

ANIMALS

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

Are animals included in your event?

If yes, please give details:

Priest Releasing 3 doves @ noon.

YES

~~NO~~

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

~~NO~~

SALE OF MERCHANDISE

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

YES

~~NO~~

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

~~NO~~

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released

Will REUSE DOVES (3)
Release

FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

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

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 9 AM and the area will be cleaned and open by 3 PM
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

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

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

INDEMNIFICATION

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

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

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

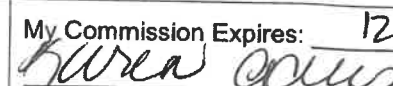
PERMISSION OF THE PROPERTY OWNER

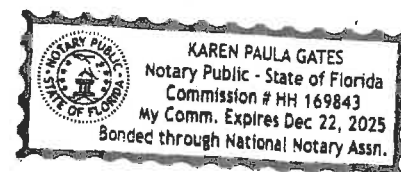
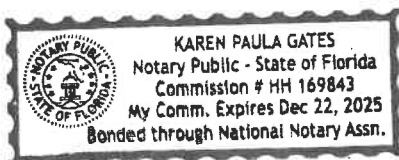
Applicant's and Property Owner's Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): 	Property owner's Signature (required): 
Date: <u>11/10/22</u>	Date: <u>10/15/22</u>
Applicant's (Print information below) Name: <u>FATHER PETER ZOLGRAS</u> Title: <u>PARISH PRIEST</u> Organization: <u>SAINT DEMETRIOS</u> Telephone: <u>954 467 1815</u> Mobile: <u>718 314 4703</u> Email: <u>FAZOLGRAS@ST.DEMETRIOS.ORG</u>	Property Owner's (Print information below) Name: <u>SPIRO MARCHELOS</u> Title: <u>CEO</u> Organization: <u>FISHERMAN MARINE INC</u> Telephone: <u>954 629 5099</u> Mobile: <u>954 629 5099</u> Email: <u>FISHERMANMARINE@GMAIL.COM</u>
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Peter Zolgras</u> who is personally known to me/provided <u>PL DL</u> as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Spiro Marchelos</u> who is personally known to me/provided <u>PL DL</u> as identification and who did/did not take an oath.
My Commission Expires: <u>12.22.25</u>  Notary Public, State of Florida	My Commission Expires: <u>12.22.25</u>  Notary Public, State of Florida



SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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

See Attached

Applicant's Certification

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

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

I hold a special event and the information provided in this
I acknowledge.

10/10/22

Date

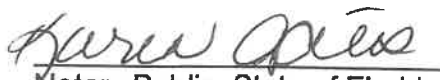
954 629 1099

Telephone Number

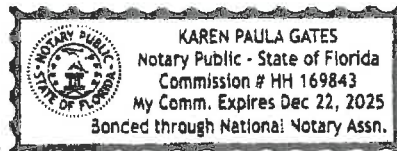
Send for approval
by staff after
Fr. Z's notary
sig is received

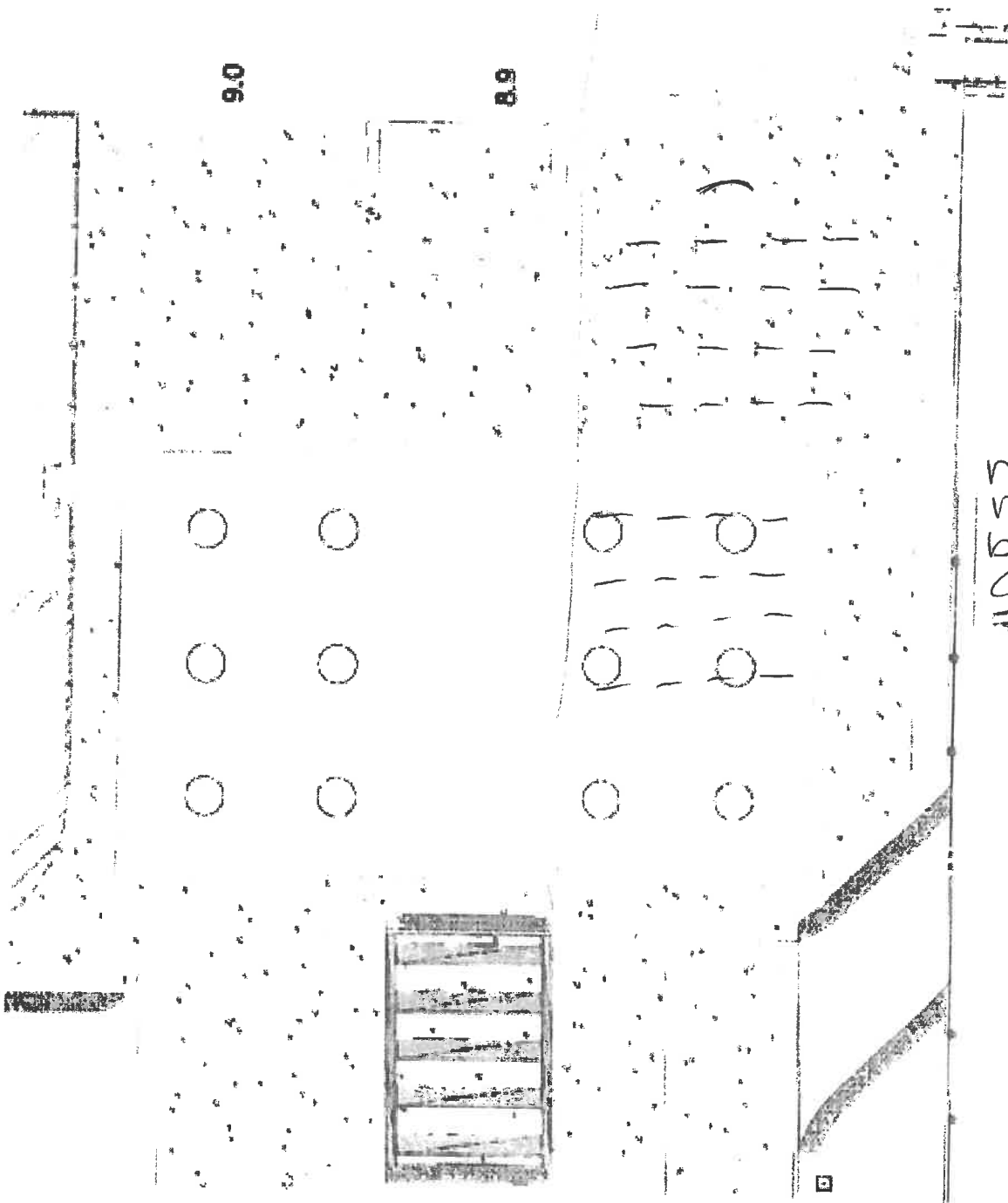
ation

I, ME, a Notary Public of the State of Florida,
who is personally known to me/provided
and who did/did not take an oath.


Notary Public, State of Florida

My Commission Expires: 12-22-25





nomie
nopodium
benches &
chairs
~~75-90~~ for
50-75

[Signature]

Pavilion Ocean Plaza
Jun 6, 2023

JAN 6 2023

Priest
Throws a
cross in water, Releases doves
est 10 swimmers from congregation retrieve cross

12-1
Blessing of the water

*Event to provide certified
lifeguard

SWIMMER FROM
THE SAND 12-1

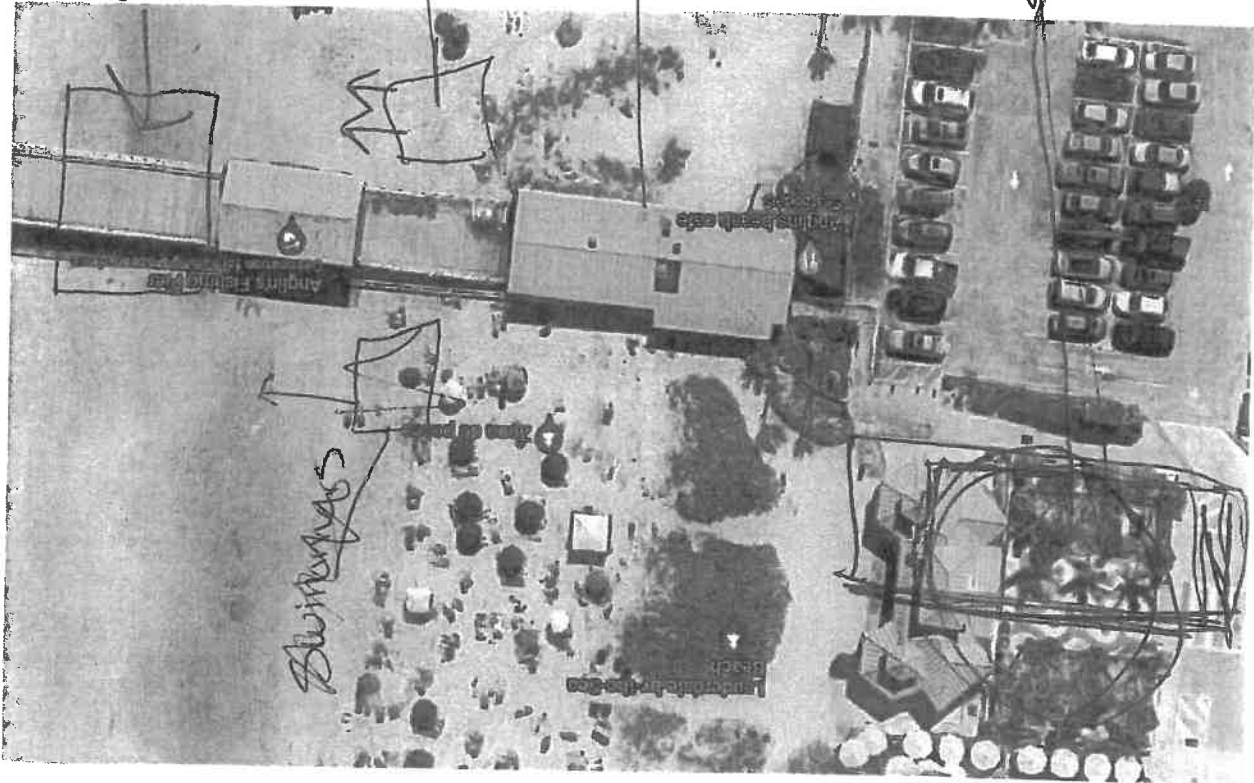
unobserved 1-2pm

SAINT DEMETRIOS GREEK ORTHODOX
CHURCH
SERVICE

9:AM - 11:30 AM

WILL USE HALF OF PAVILLION

SOUTH SIDE
AND 1/2 OCEAN PLAZA



SOUTH
OF
PAVILLION



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: Consent

Subject Title: RESOLUTION 2022-54 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST RENEWAL OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF AND ACCESS TO TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE **(EXHIBIT 1)**.

Explanation: After a hurricane or other significant debris producing event, Broward County designates temporary debris management sites (TDMS) to accept debris generated by municipalities that have executed an Interlocal Agreement with the County. The County has requested that the Town exercise its option to renew the Interlocal Agreement (ILA) **(Exhibit 2)**. The ILA was entered into in 2018 and expired on November 30, 2022.

The ILA describes each party's responsibilities regarding the use of the County's sites and services and it provides for participating municipalities to reimburse the County for their proportionate share of the costs incurred by the County in processing the debris. Executing the ILA allows us to take our debris to the County's sites but it doesn't require that we do so. The ILA provides for two five-year extensions; this item authorizes the first five-year extension.

Previously during Hurricane Irma the Town had the option to utilize a County TDMS however we negotiated an agreement with the City of Fort Lauderdale that allowed us to take our debris to their site at Holiday Park, which was much closer than any County site. Since this time, we have been fortunate in not needing to utilize any other TDMS. Over the past several years to ensure we had multiple TDMS available to us the Town was able to execute similar agreements with the City of Fort Lauderdale and the City of Pompano Beach. This ILA with the County would essentially continue to provide us with a third option should we ever need to utilize it.

Recommendation: Approve Resolution 2022-54 Authorizing the Town Manager to execute the Renewal Authorization with Broward County for the use of and access to temporary debris management sites and other related services.

Attachments:

Ex. 1- Resolution 2022-54 Broward County

Ex. 2- ILA

EX.3- Renewal Authorization

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

3
4
5
6
7
8
9
10
11

13

14

15

16

17
18
19

20

21

22

23
24
25
26

27
28
29

30
31

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

Section 2. Renewal Agreement Approved. The attached Renewal Authorization with the County is approved.

Section 3. Authorization to Implement. The appropriate Town officials are hereby authorized to take any and all actions to effectuate the implementation of the attached Renewal Authorization.

Section 4. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the attached Renewal Authorization together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney, including without limitation execution of the second option to renew that is provided for in the Agreement.

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

Section 6. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 13th day of December, 2022.

Attest:

Mayor Chris Vincent

Katrina Adler, Town Clerk

61 APPROVED AS TO FORM:

62

63

64

65

Susan L. Trevarthen, Town Attorney



Letter of Transmittal

Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

October 23, 2018

VIA FedEx: 773543554439

And email: TedraA@lauderdalebythesea-fl.gov

To:

Town of Lauderdale-by-the-Sea
Town Hall
Attn: Tedra Allen, Town Clerk
4501 N Ocean Drive
Lauderdale-by-the-Sea, FL 33308

From:

Eliner Knight
Solid Waste and Recycling Services
One N University Drive, Suite 400
Plantation, FL 33324

Tedra,

Enclosed please find one fully-executed original copy of the Interlocal Agreement between Broward County and the **Town of Lauderdale-by-the-Sea** for:

- **Use of Temporary Debris Management Sites and Other Related Services**

Please contact me if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elin", is placed above the printed name.

Eliner Knight
Administrative Specialist
954-474-1849
eknight@broward.org

Enclosure

cc via email: Don Prince (DonP@LBTS-FL.gov)



From: [Knight, Eliner](#)
To: [Tedra Allen \(TedraA@LBTS-FL.gov\)](mailto:TedraAllen@LBTS-FL.gov)
Cc: [Don Prince \(DonP@LBTS-FL.gov\)](mailto:DonPrince@LBTS-FL.gov)
Subject: LBTS TDMS ILA received by SWRS
Date: Wednesday, October 10, 2018 1:04:43 PM
Attachments: [image001.jpg](#)

Hi, Tedra,

Three original hard copies, each signed by LBTS officials, were received in our office this morning. Documentation was attached which confirmed that the Town authorized the ILA on March 27, 2018; therefore, Jeff Turpin, Solid Waste and Recycling Services Director, has given his assurance that the ILA is in effect for your Town for the 2018 Hurricane season.

Once the County signature page is signed, we will return one fully-executed original ILA for Temporary Debris Management Sites and Other Related Services to your attention. Please confirm that you are located at the following address:

Town of Lauderdale-by-the-Sea
Town Hall
4501 N Ocean Drive
Lauderdale-by-the-Sea, FL 33308
Thank you.

Elle

Eliner Knight

Administrative Specialist

BROWARD COUNTY

Solid Waste and Recycling Services

1 N University Drive, Suite 400, Plantation FL 33324

954-474-1849

eknight@broward.org



This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("**Agreement**") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("**County**") and Lauderdale-By-The-Sea ("**Government Entity**") (collectively, the "**Parties**").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Broward County Board of County Commissioners of Broward County, Florida.

1.2 **County Contract Administrator.** The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Debris Management Center.** The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 **Disaster Debris.** Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 **Disaster Debris Monitor or DDM.** The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 **Government Entity Contract Administrator is the Director of Municipal Services.**

1.9 **Hazardous Stump.** Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming

Load Ticket.

1.10 **Load Tickets**. A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris**. Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services**. Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS**. Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris**. Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris**. Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic

ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of

the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling
Services 1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew

the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable 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.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida

Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity nor County 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 right or claim against either of them based upon this Agreement.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite
409 115 South Andrews
Avenue Fort Lauderdale,
Florida 33301
Email: bhenry@broward.org

With a copy to:

Director, Solid Waste and Recycling
Services One North University Drive,
Suite 400 Plantation, Florida 33324
Email: jturpin@broward.org

FOR GOVERNMENT ENTITY:

Director of Municipal Services
Town Hall
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Email: TownClerk@lbs-pl.gov

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 Conflicts. Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and

important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any 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, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding

concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 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 legal authority.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the 20th day of March, 20 18, and Lauderdale-by-the-Sea, signing by and through its authorized signatory, duly authorized to execute same.

WITNESSES:


TAMARA BRANNON

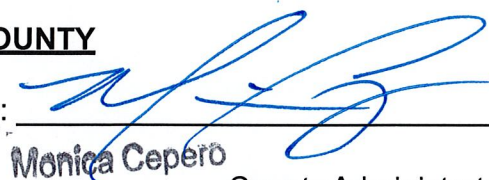

JODI GARDNER

Insurance requirements
approved by Broward County
Risk Management Division

By Chenall 10/16/18
(Date)

COUNTY

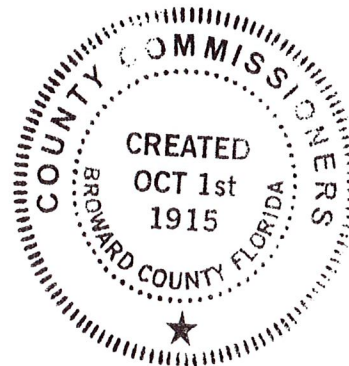
By:


Monica Cepero

County Administrator
Deputy County Administrator

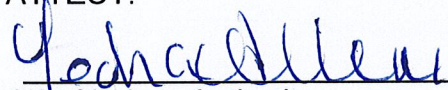
Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  10/17/18
(Date)
Keoki M. Baron
Assistant County Attorney



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND LAUDERDALE-
BY-THE-SEA FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:



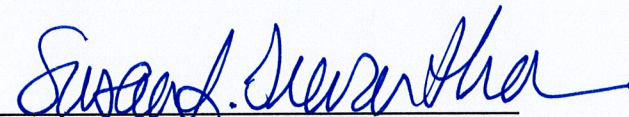
City Clerk or Authority

By: 

Chris Vincent, Mayor

Dated: 27th day of March, 2018

APPROVED AS TO LEGAL FORM:



Governmental Entity Attorney

Dated: 3/27/18



KEVIN B. KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Participating Cities)

RE: Renewal of the Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Participating Cities):

In 2018, Broward County and your governmental entity entered into an Interlocal Agreement ("ILA") that allows your use of County-owned Temporary Debris Management Sites ("TDMS").

The initial term of the ILA will soon expire. Section 4.1 of the ILA provides for a five-year renewal that may be exercised "upon mutual consent of the County Contract Administrator and the Government Entity"

If your governmental entity wishes to exercise the first of the five-year renewals, please return the following to Notosha Austin at naustin@broward.org no later than November 15, 2022:

1. A countersigned copy of this letter indicating your written consent to renew the ILA; and
2. Any authorizing resolution or legislation deemed necessary by your governmental entity to authorize your countersignature or this renewal.

If this countersigned letter (with any required authorizing resolution or legislation) is not returned by November 15, 2022, Broward County will assume your governmental entity does not desire to renew the ILA and proceed accordingly. If you have questions or concerns, do not hesitate to reach out at naustin@broward.org or (954) 474-1880.

Sincerely,

Kevin Kelleher
Assistant County Administrator

Consent to Renew:

Authorized Signer Government Entity

Name, Title (Print)

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Katie Anderson, Special Events & Marketing Coordinator

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Special Event Application for Lauderdale-By-The-Sea Health Fair on February 4, 2023 and Co-Sponsorship by the Town

Explanation: The Lauderdale-By-The-Sea Chamber of Commerce, the Applicant, has submitted a Special Event Application (Exhibit 1) to hold a Lauderdale-By-The-Sea Health Fair in Jarvis Hall on Saturday, February 4, 2023 ("the Event"). The Event includes approximately 25 vendors highlighting various aspects of health care. The Applicant is expecting 200 attendees throughout the Event and 20 volunteers.

This community Event is intended to introduce residents to various aspects of health care and local services available to them.

Lauderdale-By-The-Sea Health Fair, Saturday, February 4, 2023

Start of Set Up	Friday (02/03/23) 1:00PM
Event Starts	Saturday (02/04/23) 8:30AM
Event Ends	1:00PM
Clean Up Completed	3:00PM

The Applicant is requesting the Town to co-sponsor the Event in conjunction with the Lauderdale-By-The-Sea Chamber of Commerce and Broward Health's Imperial Point Medical Center. The following is requested of Town as contribution to the Event:

- Providing Jarvis Hall with 20-30 8' tables and chairs – based on space and final vendor count – free of charge
- Sharing a camera-ready logo that can be used to develop a flier to help advertise the event
- Helping advertise this community-wide event by placing the Event in Town Topics, sharing it through Town email blasts, and Town signage (street marquis at Jarvis Hall and Visitor Center)
- Providing 20-30 free vendor parking passes to be used that day to assist with the vendors set up, or better yet, offer free 1 hour parking spaces that morning for

residents and visitors to enjoy the fair. Applicant has requested free parking spaces at Town Hall, the tennis courts, and beach parking at A1A

There is no direct expense to the Town associated with the terms set forth for a co-sponsorship of this Event. With the Town's recommended concession of parking in front of and behind Town Hall, the potential loss of revenue is approximately \$987.00.

Recommendation: Staff recommends approval of the Lauderdale-By-The-Sea Health Fair Event and co-sponsorship of the Event by the Town with the following conditions:

- Town will provide 20-30 8' tables, as well as chairs, at no charge to the Applicant
- Town will share a licensed logo to be used in marketing and promotional materials
- Town will highlight the Event in Town Topics, as well as in Town generated email blasts
- Town will promote the Event in the street marquis at Jarvis Hall as well as the Visitor Center
- Town will offer free parking in the lots in front of, and behind, Town Hall, excluding the spots reserved for Public Works, on the day of the event

Exhibits: Ex. 1 Special Event Application for Lauderdale-By-The-Sea Health Fair



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

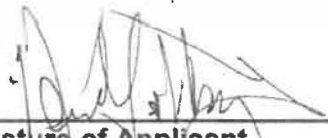
Important to remember:

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

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

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

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



Signature of Applicant

Print Name:

Howard Goldpert

Event Name:

LBTS Chamber
Health Fair



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: Lander date By the Sea + Health Fair

Event Purpose, Description and Activities: Expos for

New Event X or Returning Event Previous Attendance

Day(s) and Date(s) of Event: February 4, 2023

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

Jarvis Hall

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

Participants: 200 #Spectators #Adult volunteers: 20

Please complete the following table:

Activity	Day	Time
Start of set-up:	<u>2/3/23</u>	<u>1:00 pm</u>
Start time of the Event:	<u>2/4/23</u>	<u>8:30 8:30 am</u>
EVENT		
End time of the Event:	<u>2/4/23</u>	<u>1:00 pm</u>
Start of Clean up:	<u>2/4/23</u>	<u>1:00 pm</u>
Clean-up completed by: (Site restored to original condition)	<u>2/4/23</u>	<u>3:00 pm</u>

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: *LPTS Chamber of Commerce (Lauderdale) + Ann Marchetti*
Mailing address: *4201 N. Ocean DR LPTS 33308*
Phone: *568-468-5167* Mobile phone: *Same*
Email: *Ann.Marchetti@lpts.com* Fax: *954-468-0083*

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

Name(s): *Ann Marchetti*
Mailing address: *PO 11817 Ft Lauderdale FL 33331*
Phone: *568-468-5167* Mobile phone: *Same*
Evening phone: *11* Fax: *954-530-0083*
Email: *Ann@annmarchetti.com*

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

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

Name: *same as above* Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

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

see attached

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached) *see attached.*

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your Event?

YES NO

Do you anticipate needing code compliance officers for your Event?

YES ~~NO~~

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES ~~NO~~

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

YES NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES NO

If YES, has a liquor permit been obtained from the State of Florida?

YES NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

See attached

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

☒ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance:

☒ Planned recorded music

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

will use power and room speakers for music

CLEAN EVENT STANDARDS

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

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

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

Name:

N/A

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: _____
Canopies: _____
Stages: _____
Bleachers: _____ list size and max load:

na

UTILITIES

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

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

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

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

Will any electrical equipment be installed in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes NO

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

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

na

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

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

Please assist us with posting signage on the Town kiosks/Visitor Center kiosk
Print files for posting in the town's 61
Also an article in the Town Topics

na h c k
kiosks

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: na
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable: na

VEHICLES

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

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

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

one truck
Imperial Pt. Rd. One Blood mobile
LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

All vehicles at Jarvis Hall.

TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the Event?

YES NO
We are requesting free parking for vendors
Town Hall/Hennis courts/Beach Park @ 71
211A.

T:\0 Special Event and Park Permits\0 Special Event Application\Special Event Permit App\April 2017.docx

free parking for vendors

ANIMALS

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

Are animals included in your event?
If yes, please give details:

YES ☒ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES ☒ NO

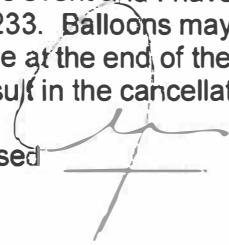
If yes, please provide the number and description of each type:

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released



FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance. *Not a problem*

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 2:00 pm 2/3/12 and the area will be cleaned and open by 3:00 pm 2/3/12.
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

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

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

INDEMNIFICATION

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

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

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, or in any way arising out of this Special Event Application for claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

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

Parking:

- Parking areas, location, parking spaces, and parking space numbers that will be blocked,

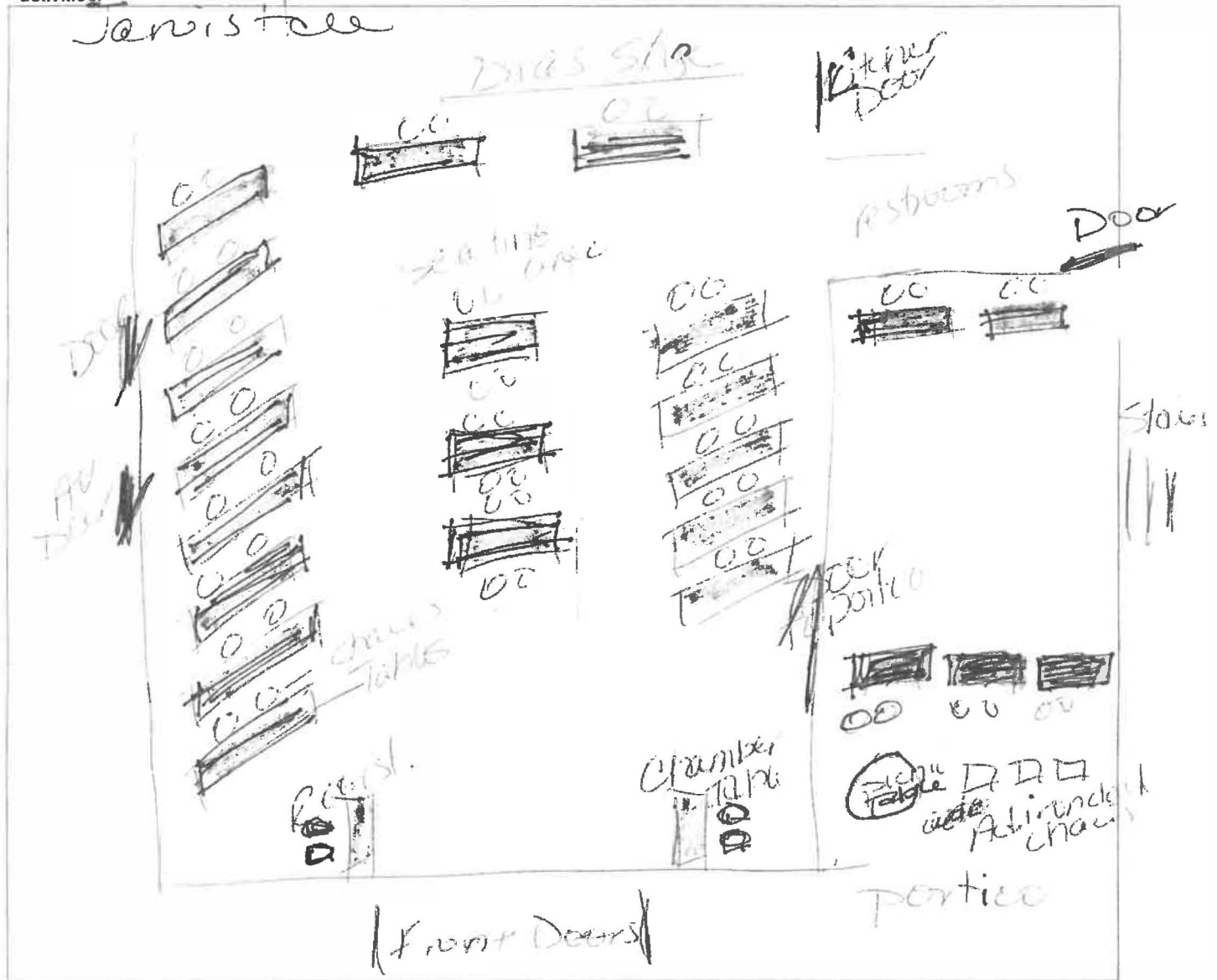
Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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



total tables = 25
total chairs = 56
chairs

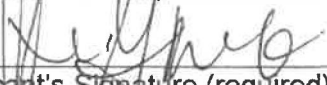
• need microphone

Applicant's Certification

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

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

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


Applicant's Signature (required)

11 / 15 / 22
Date

Howard Seibert, Chair
Applicant's Printed Name and Title/Organization

954-937-1790
Telephone Number

BTS
Chamber

STATE OF FLORIDA:

COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:



October 18, 2022

Dear Town Manager Connors;

On behalf of the Lauderdale-By-The -Sea (LBTS) Chamber of Commerce and Broward Health's Imperial Point Medical Center, we would like to partner with Town to offer a Health Fair for our businesses and their employees, residents, and visitors on Saturday, February 4th from 8:30am-1:00 pm at Jarvis Hall.

We have asked Imperial Point to explore health vendors that specialize in prevention and treatment of common issues impacting our community such as cardiovascular health, dermatology, nutrition and weight management, chronic disease prevention- hypertension, diabetes, cancer, etc. Vendors and providers will bring tablecloths, supplies and materials (including samples to give away) to support resident and visitors' inquiries and needs, including but not limited to: blood pressure testing, nutrition and exercise tools, healthy recipes, insurance navigation, skin care/sun exposure, and covid/influenza prevention.

We ask that the Town assist by:

- Providing Jarvis Hall with 20-30, 8 foot tables and chairs -based on space and final vendors count free of charge.
- Sharing a camera-ready logo that we can use to develop a flier to help advertise this event.
- Help advertise this community-wide event by placing the event in Town Topics, sharing it through Town email blasts and Town signage.
- 20 free vendor parking passes to be used for that day to assist with the vendors or better yet, offer free 1 hour parking spaces that morning for residents and visitors to enjoy the fair (much like Town does for elections).

We look forward to this partnership and promoting a healthier LBTS for our businesses, residents and visitors. Please let me know if you have any questions. Thank you.

Sincerely

Howard Goldberg, Chair

Lauderdale-By-The-Sea Chamber of Commerce

Potential Vendors for LBTS Health Fair

Table No.	Vendor	Name	Contact	Contact Phone	Contact Email
Outside Parking Lot	Imperial Point	Mobil Van			
1	Imperial Point	Colorectal			
2	Imperial Point	Urology			
3	Imperial Point	Cardiology			
4	Imperial Point	Podiatry			
5	Imperial Point	Physical Therapy/Rehab			
6	Imperial Point	Nutrition/Bariatric Surgery			
7	Imperial Point	Orthopedics			
8	Imperial Point	Ophthalmology			
9	Imperial Point	Sports Medicine			
10	Imperial Point	Holistic Medicine			
Outside Parking Lot	One Blood	Blood Mobile			
Outside LBTS Firehouse	LBTS	Fire/AMS			
11	LBTS	Town Services/Community Center			
12	Chamber Member	Dental By The Sea			
13	Chamber Member	Nutrition			
14	Chamber Member	Chiropractor			
15	Chamber Member	TBD			
16	Chamber Member	TBD			
17	Chamber Member	TBD			
18	Chamber Member	TBD			
19	Chamber Member	TBD			
20	Chamber Member	TBD			

21	Seating Table				
22	Seating Table				
23	Seating Table				
24	Registration Table				
25	LBTTS/Chamber Table				

Dear XX,

The Lauderdale-By-The-Sea (LBTTS) Chamber, Town and our member, Broward Health's Imperial Point Medical Center have joined forces to bring a free health fair to LBTTS for our residents, visitors, businesses, and friends. The event will take place on Saturday, February 4, 2023 from 8:30 am-1 pm at Jarvis Hall, 4505 N Ocean Drive.

We invite you to be apart of this exciting event by serving as a vendor/exhibitor.

- Reach our unique community
- Provide education about your business
- Reach the Senior Market on a personal level,
- Give Seniors the quality of life they deserve,
- Meet the Caregivers, meet the family members,
- Secure new business contacts, develop prospect database, accelerate the sales process, access the decision maker, provide hands-on exposure to products and services, identify and assess new markets, maintain market viability, introduce a company to a new market, launch a new product or service, counteract competitor claims, generate media exposure, build brand awareness, recruit new distributors, retailers or representatives, recruit personnel with specialized skills, network with the regional business community, expand your business out of county and Internationally, gain customer feedback, maintain profile with competitors, test the market for new product or service development, identify and assess new markets, getting your customers to buy more, maintain or extend relationships with existing clients, trade show return-on-investment is lasting, market research, prevent client switching.

REASONS TO ATTEND: Great food, Raffle Prizes, Job Fair, Informative Seminars, Travel Ideas, Model Search, Medical Tests, Entertainment, Great Food, Health Screenings, Raffle Prizes, Great Give-aways, Free Massage, Free Check-ups, Special Discounts, New Products, Investment Ideas, Longevity Resources.

Join the Lauderdale-By-The-Sea
Chamber of Commerce, Town of
Lauderdale-By-The-Sea &
Broward Health Imperial Point
Medical Center

February 4, 2023

9am-1pm

Jarvis Hall

4505 N Ocean Dr. LBTS



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE



FREE FREE FREE FREE FREE



**Healthy Lifestyle Demonstrations, Blood Mobile, Podiatry,
Cardiovascular Health, Holistic Medicine, Sports Medicine,
Orthopedics, Ophthalmology, Nutrition, Fire Safety,
Emergency Response, Refreshments, and More!**

The Lauderdale-By-The-Sea (LBTS) Chamber and our member, Broward Health's Imperial Point Medical Center are requesting co-sponsorship with the Town of LBTS on a Health Fair on February 4, 2023 from 8:30 am-1:00 pm at Jarvis Hall.

The benefit of the event will be as follows:

1. Increase the visibility and footprint for the Town of LBTS
2. Increase the number of partnerships for LBTS (adding Chamber members and Imperial Point's Medical Departments).
3. Create a positive healthy event for residents and visitors coming to LBTS
4. Expand the knowledge and information that residents and visitors have on common health conditions and how to better remedy these issues in a proactive manner.
5. Equate a healthy lifestyle with LBTS-Health is Wealth!



Agenda Item No: 12.a

Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

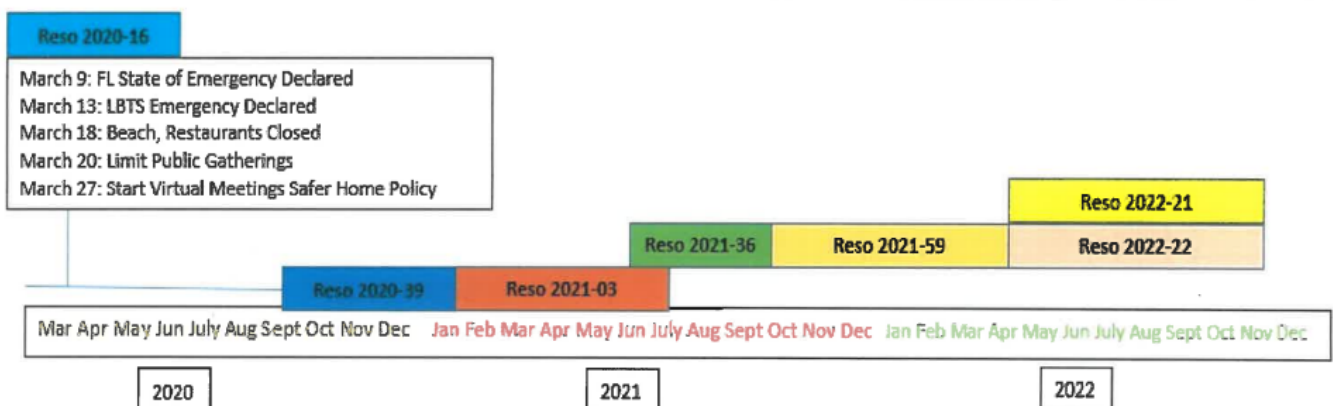
Item Type: Discussion Item

Agenda Section: Old Business

Subject Title: Sidewalk Café and Outdoor Dining Fee Waivers related to COVID - 19

Introduction: Now that we are back to normal regarding the COVID pandemic, the Town has moved forward with standard procedures - one of which is billing our restaurants for their use of the right-of-way for their sidewalk cafés. There were several waivers for these costs during the COVID pandemic and some of the restauranteurs and Commissioners have asked for clarification regarding what fees were waived during what time frame and what we have charged. This item is presented to provide this information.

Background: The resolutions and timeframes regarding emergency orders are listed in the timeline below and further explained in the following text. Exhibit 1 provides additional detail.



On March 13, 2020, a public emergency was declared in Lauderdale-By-The-Sea due to COVID-19, mirroring emergencies that were also declared for Broward County and for the state of Florida. On March 20, 2020, the Town followed Broward County, and ordered the restaurants and beaches closed. In response to and as authorized by these emergency orders, the Town responded to the restaurant closures by renting traffic barriers for safety and allowing the expansion of outdoor dining into the parking areas downtown, and also allowing outdoor dining in Ocean Plaza.

On July 8, 2020, Broward County issued Emergency Order 20-21, which allowed restaurants to open at 50 percent capacity and have limited on-premises consumption of food as well as take-out and delivery services. For the purposes of billing, it is important to note that restaurants were completely closed for seating for a total of 110 days. The Town observed that continued outdoor dining was extremely popular in the Town, and the restaurants also expressed their strong support for the program.

On July 21, 2020, the Town Commission amended the Town Code of Ordinances so that it could waive specified provisions of its Code by adopting a resolution finding that an extraordinary circumstance existed justifying such a waiver. The waiver could last for a maximum of 6 months at a time, and the Commission could extend its finding to authorize an extension of the waiver.

On September 21, 2020, the Town Commission adopted Resolution 2020-39, and determined that the COVID emergency was an “extraordinary circumstance” for the Town, its businesses, and residents. The extenuating circumstances resulted in restaurants needing Code waivers to allow additional outdoor dining in the parking spaces. The Town allowed seating for outdoor dining in the parallel parking spaces downtown and provided barricades, banners, and canopies for the safety of downtown residents and visitors utilizing these parking areas for seating.

Resolution 2020-39 authorized the continued waiver allowing the expansion of Sidewalk Cafes through January 15, 2021. On January 26, 2021, by adoption of Resolution 2021-03, the Commission further extended the waiver until July 15, 2021 for the following items:

- (1) Business Tax Receipts - due dates and late penalties
- (2) Sidewalk Café - permits applications and right-of-way license fees (for the ability to use the parking spaces for dining)
- (3) Sidewalk Café - standards and requirements (fixtures, barriers)
- (4) Temporary signs and sign regulations by zoning district.

With Resolution 2021-03 nearing expiration and the COVID emergency orders having expired, the Commission approved Resolution 2021-36 on June 29, 2021, which extended the use of parking spaces for outdoor dining through October 15, 2021 based on the need to plan for the transition from COVID operations to what the Town was beginning to consider at that time: a permanent conversion of these areas to allow expanded dining, accompanied by revisions to the sidewalk café Code requirements to make this dining Code-compliant. The Commission’s motion to approve this Resolution allowed the restaurants continued use of the additional parking spaces for dining at no cost. The Commission ended the waiver of fees for these dining areas by adopting Resolution 2021-59 on October 4, 2021, but extended the finding and waiver to allow continued use of these areas for outdoor dining.

Explanation: There are two issues which the Commission and businesses have asked and each are addressed below.

Reimbursement of Fees from FY20

Sidewalk café fees are billed at the start of the fiscal year for the upcoming year (October 1 – September 30). Most businesses pay in full when billed.

As outlined above, the restaurants and beaches were closed in our Town for a period of 110 days (March – July). Restaurants had previously paid for the use of the right-of-way for their sidewalks but were not able to use their sidewalk cafés during this period. Some businesses have questioned the need for sidewalk café fee reimbursement for this time. If we reimbursed the restaurants for this duration, the Town would reimburse \$25,000 to the restaurants.

We have also heard that the fee reimbursement should include the entire remaining fiscal year (March – September 30, 2020). The reimbursement for this timeframe would be approximately \$47,000.

Charges of Fees from July 15, 2021 – September 30, 2021

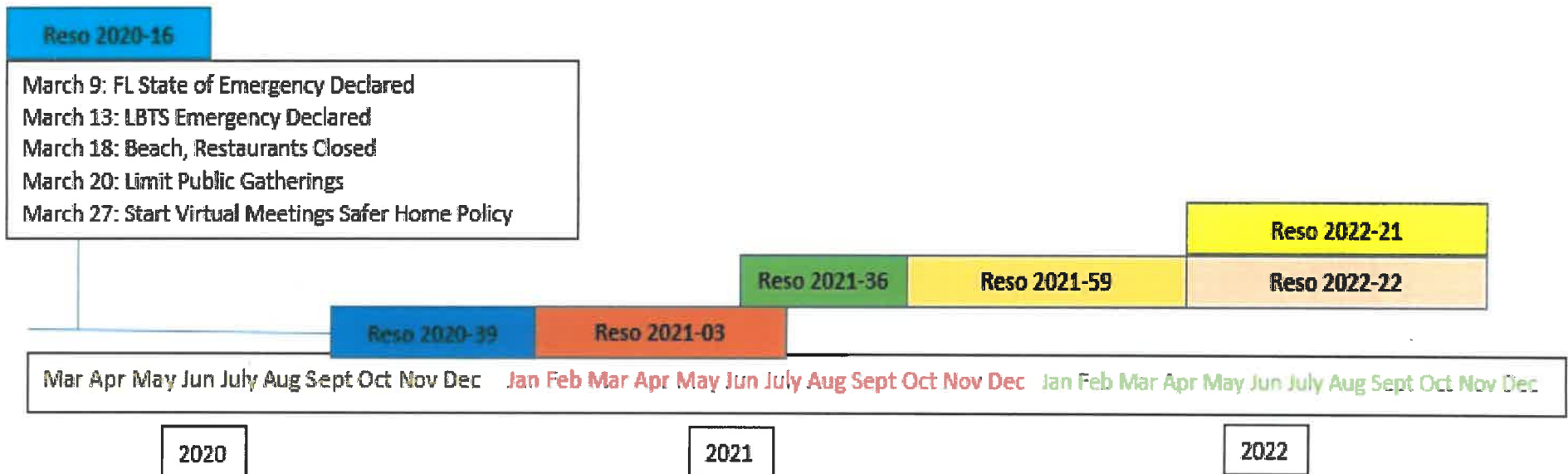
Resolution 2021-36 only waived the fees associated with the parking areas and Plaza areas used for dining. It did not extend the waiver of Sidewalk café and right-of-way license fees. Therefore, Town staff invoiced businesses for these fees (July 15, 2021 – September 30, 2021) as they had not previously been billed for the use of the Town's right-of-way due to the emergency declarations, which expired in June 2021.

Some businesses have indicated that they believed that the Commission's intent was to waive the fees for the sidewalk cafes as well as the parking areas. Staff reviewed the agenda items, meeting minutes and the video of the meetings for all of the emergency declarations and found that this was not the case. The Commission's motion was specific.

Recommendation: The Town Commission provide direction to Town staff regarding waiving Sidewalk Café Right-of-Way Fees.

Exhibits: Ex. 1 Table of Resolution Approval Timeline for COVID-19

RESOLUTION/DISCUSSION	DATE	ACTION
2020-39	Sept. 21, 2020	Authorization of expansion of Sidewalk Cafés into parking areas through January 15, 2021
2021-03	January 26, 2021	Further extended expansion of Sidewalk Cafés into parking areas through July 15, 2021. ROW fees to restart (Sidewalk Café) July 15th.
Discussion	June 8, 2021	Meeting requested by Chamber of Commerce and Town Businesses regarding Sidewalk Café areas and Aruba's use of a portion of Ocean Plaza. Discussion only, no action
2021-36	June 29, 2021	Further extended expansion of Sidewalk Cafés into parking areas and Aruba's use of a portion of Ocean Plaza through October 15, 2021
2021-59	October 4, 2021	Further extended expansion of Sidewalk Cafés into parking areas and Aruba's use of a portion of Ocean Plaza through April 15, 2022
Discussion	January 25, 2022	Discussion only, no action
Discussion	April 12, 2022	Discussion only, no action
2022-18	April 26, 2022	Amended policy for Plaza use by entities other than Town: Failed 2-2
2022-21	May 10, 2022	Further extended expansion of Sidewalk Cafés into parking areas through November 10, 2022
2022-22	May 10, 2022	Further extended Aruba's use of a portion of Ocean Plaza through November 10, 2022
Discussion	May 24, 2022	Commission adopted fees of \$18/sq ft for Sidewalk Cafés (including the parking areas) and \$34/sq ft for Aruba's use of a portion of Ocean Plaza





Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: New Business

Subject Title: RESOLUTION 2022-55 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FULL MOON CREATIVE LLC. FOR A/V EQUIPMENT UPGRADES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (**EXHIBIT 1**).

Explanation: Over the past several years, the Town has been having ongoing audio issues occurring in Jarvis Hall that cumulated with a full system failure at the April 12th Commission meeting. Prior to adjournment of this meeting, the Commission authorized the Town Manager to move forward with replacement of the audio equipment to ensure that we can properly conduct meetings and be able to record the audio as well as to advise the Commission when prices were obtained. Staff interviewed several A/V companies and finally settled on Full Moon as being the contractor that was knowledgeable and available to address our immediate needs. They also evaluated the current system to provide an estimate for the updates necessary to develop a reliable audio system.

Full Moon addressed our immediate needs and has been available at all our Commission meetings to run the AV equipment and manage any AV issues during these meetings.

As part of the FY23 budgeting process we requested Full Moon, through its partner Vibe Design Group, to provide a quote (**Exhibit 2**) that would address the remaining portions of the system in need of replacement. These updates will address airflow, organize cable routing, label, and document all cabling, replace the voting system, and update the remaining audio video. Staff has developed a technology replacement plan going forward will ensure we are not left in this undesirable position again.

Full Moon and its partner Vibe Design Group were recently engaged by the Town of Davie to complete a similar upgrade to their A/V system. Our plan was to piggyback on their contract and bring this to the Commission for review and consideration. Unfortunately, our needs and components vary from the Town of Davie's contract and a piggyback item is not appropriate. However, when examining the pricing of the Town of Davie bid versus

the quote we received, staff found that the quote is comparable to Davie's in that represents competitively priced equipment and installation costs.

We have been extremely happy with the job Full Moon and Vibe have done keeping our current system running and we feel that their knowledge of our A/V needs as well as hands on experience producing the Town's meeting give them insight as it allows them to be up to speed already on our needs. Should another firm be brought in we feel this would delay the process and ultimately, we would not receive the level of technical support on which we currently enjoy.

Because this approval procedure deviates from the requirements of the Purchasing Manual, the staff requests the Town Commission waive Town purchasing requirements as in the best interest of the Town pursuant to Section IV.L. of the Town Purchasing Manual and approve the purchase of A/V equipment in an amount not to exceed \$165,000.00, which is the budgeted amount for this project with the FY23 CIP Capital Outlay & Equipment line item (300-519000-500640).

Recommendation: Approve Resolution 2022-55 Authorizing the Town Manager to execute a purchasing agreement with Full Moon Creative LLC for Jarvis Hall A/V upgrades.

Attachments:

- Ex. 1- Resolution 2022-55
- Ex. 2- Vibe Design Group Quote
- Ex. 3- Full Moon 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

3
4
5
6
7
8
9

11
12
1314
15
16

17
18
19

20
2122
23
24

25
26
27

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

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

32 **Section 2. Approval of Agreement.** The Town Commission hereby approves the
33 Agreement with Full Moon for the Services.

34 **Section 3. Waiver of Purchasing Manual.** The Town Commission hereby waives the
35 Purchasing Manual for the Services.

36 **Section 4. Authorization to Execute Agreement.** The Town Commission hereby
37 authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto
38 as Exhibit “A,” with Full Moon for the Services, subject to the approval as to form, content, and
39 legal sufficiency by the Town Manager and Town Attorney.

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

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

46 **PASSED AND ADOPTED** this 13th day of December, 2022.

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67

Attest:

Mayor Chris Vincent

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale by the Sea Commission Chambers- Full AV upgrade



December 1, 2022



COMMISSION CHAMBERS

SCOPE

We recently replaced the audio processing equipment for the Commission Chambers. This equipment was failing and required urgent replacement. Because none of the equipment was properly labeled and there was insufficient budget to replace the entire installation, we quoted this work with as little impact to the remainder of the installation as possible (to avoid fixing one problem and creating another). However, we included time in our quote to fully inspect and document the systems so that we would have a full understanding to quote replacement of the system. This is extremely important so that no functionality is missed, as there is no documentation available on the existing system.

Initially, we suggested that the remainder of the system be replaced as soon as possible. During the course of our work, we have discovered several other significant issues that are cause for concern. These are all addressed in the quote below, but a few are below. Photos will be included in a later section.

- The overall installation is completely undocumented and unprofessional.
- If any item fails it is nearly impossible for any technician to troubleshoot and replace equipment without a high risk of causing other issues.
- Because the entire system is undocumented and there is no cable labeling, all existing field wiring will need to be completely tested and documented as part of the refresh
- All equipment seems to have been installed with no regard to building code or proper engineering. A few examples:
 - Speakers are suspended overhead in a totally haphazard manner
 - The rack is overstuffed with equipment in hard to access locations.
 - Some of the equipment in the rear of the rack was dangling from the cabling connections.
 - There were no mute connections to the audio system in case of fire (required by building code)
 - Wireless equipment is improperly specified. Frequencies are conflicting and not properly selected.

The primary focus of this quote is 3 parts:

- Replace all broadcast, video routing, and control equipment, which is also beyond its useful lifespan
- Completely remove all of the existing equipment and cleanup / document all existing cabling
- Rebuild the system in a professional manner and document for maintenance and support purposes

While the wireless microphones would not typically be at the end of their useful lifespan, we are quoting replacement, since the existing system was improperly engineered and specified. We are also quoting replacement of both the projector and televisions. The projector is beyond its useful lifespan. Newer units will look better, last longer, and not require lamp changes. The televisions are being replaced because they are commodity and we don't want them to be failing after we have replaced much of the remaining system. We will also increase the size of these displays for better visibility.

The following items will be repurposed:

- Uverse and Comcast encoders
- Matrox recorder
- Granicus server
- Scala signage
- Projection Screen
- Items replaced in June 2022.

The existing encoders from Uverse and Comcast are standard definition. The providers may be willing to update these to high definition units, which we could easily replace during the course of the installation at no additional cost. We will install a backup SSD recorder and use the existing Matrox unit as a secondary backup. All equipment marked OFE is owner furnished equipment that was replaced during the previous project.

BUILDING COMMUNICATION



VIBE Design Group

3700 NW 124 AVE STE 106
Coral Springs, FL 33065
vibedesigngroup.net
786-600-3360

Lauderdale by the Sea Commission Chambers- Full AV upgrade

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

AUDIO

QTY DESCRIPTION

1	OWNER FURNISHED QSC CORE NANO Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB...
2	OWNER FURNISHED AtlasIED BB-EB1616DT BlueBridge[®] Expansion I/O Box with Dante™
1	OWNER FURNISHED QSC SL-QUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual
1	OWNER FURNISHED Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
1	OWNER FURNISHED Apple iPad 32GB iPad 32GB
1	OWNER FURNISHED QSC SL-QSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual
1	OWNER FURNISHED QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
1	LEA Professional Connect 704 4 Channel x 700W @ 4 ohm amplifier with internal DSP

BROADCAST

QTY DESCRIPTION

4	Telycam TLC-300-IP-20(NDI) 1080p60; 20X; 60.5degree FOVPOE, NDI® HX, 3G-SDI+HDMI+USB3.0
1	Elgato Stream Deck Keypad with 15 Customizable LCD Keys and customizable software
2	Dell S2415H 23" Desktop LED Monitor
3	Windy City Wire CAT6-BLK Cat6 non-plenum Black
1	Blackmagic Design BMD-SWATEMTVSTU/HD ATEM Television Studio HD
1	SmartWire RG6HDP-BLK RG6U HDSOI CMP Blk Jkt
1	Telycam TLC-50TC VISCA / IP Camera controller
1	Blackmagic Design BMD-HYPERD/STM HyperDeck Studio Mini

VIDEO

QTY DESCRIPTION

1	Sony VPL-PHZ60 6000LM WUXGA Laser Projector
1	Chief RPMCUW UNIVERSAL RPMC
1	Peerless-AV ACC570W Ceiling Plate - Round White
1	Peerless-AV AEC0203-W 2'-3' Adjustable Extension Column
1	WyreStorm EX-35-H2 4K HDR 4:4:4 60Hz HDBaseT™ Extender Set with PoH, Bidirectional IR & RS-232 (4K: 35m/115ft, 1080p: 70m/230ft)
1	WyreStorm EXP-SP-0104-H2 4K HDR 4:4:4 60Hz HDMI 1x4 Splitter with 1080p scaling feature
1	WyreStorm MXV-0808-H2A-70 v3 4K HDR 4:4:4 60Hz 70m HDBaseT 8x8 Matrix Switch with Custom CEC & Routable RS:232
8	WyreStorm RXV-70-G2-SCL 4K60Hz HDBaseT Scaling Receiver - PoH - Audio De-embed - IR & RS232 Passthrough (4K: 70m/230ft, 1080p: 1..
2	Samsung UN85AU8000 Description Coming Soon
1	Vivitek NOVODS4K 4K Digital Signage Solution
1	WyreStorm SW-540-TX-W 4 Input 4K30 40m HDBaseT Presentation Switcher with Matrix Outputs, USB 2.0, Multiview & Wireless Casting

WIRELESS MICROPHONES

QTY DESCRIPTION

1	Shure MXWAPT8-Z10+P300-P MXWAPT8--Z10 AND P300-IMX
8	Shure MXW2/SM58 Handheld wireless microphone with SM58 capsule
1	Shure MXWNCS8 8-CH NETWORKED CHARGING STATION

CONFERENCE, VOTING, RTS

QTY DESCRIPTION

9	Shure MXCW640 Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference ...
1	Shure MXCWAPT-B WIRELESS ACCESS POINT 5/2.4GHZ, Can/Mex
9	Shure MXC425DF/C MXC 25" GOOSENECK MICROPHONE, DUAL FLEX
9	Shure SB930 Rechargeable Li-Ion battery with Test button and LED charge status indicators; included with MXCW640 wireless conferenc...

BUILDING COMMUNICATION

We're tech geeks. We hack ordinary technology to create amazing solutions. Our equipment lists are ordinary. Our results come from our VIBE Process: Design, Engineering, Programming, and Project Management.



VIBE Design Group

3700 NW 124 AVE STE 106
Coral Springs, FL 33065
vibedesigngroup.net
786-600-3360

**Lauderdale by the Sea Commission Chambers- Full
AV upgrade**

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

QTY	DESCRIPTION
1	Shure MXCWNC5-US NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD

VOTING

QTY	DESCRIPTION
1	WyreStorm EX-35-H2 4K HDR 4:4:4 60Hz HDBaseT™ Extender Set with PoH, Bidirectional IR & RS-232 (4K: 35m/115ft, 1080p: 70m/230ft)
1	Samsung UN85AU8000 Description Coming Soon
1	Media Vision Media Vision Voting System Media Vision Voting System

INFRASTRUCTURE

QTY	DESCRIPTION
1	Vibe Engineering and Project Management Services Engineering, Drafting, Programming, Commissioning, Testing and Training
1	Xtreme Power Conversion P80-2200 Xtreme Power P80 Series 2200VA/2000W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1...
2	Lowell ACS-2024 Power Strip 20A 24-outlet
1	Middle Atlantic WRK-44SA-27 44SP/27D WRK RACK

COMMISSION CHAMBERS TOTAL **\$159,064.94**



Lauderdale by the Sea Commission Chambers- Full AV upgrade

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE

50% Deposit / Net 30

Wire Transfer Info:

Bank Name Centennial Bank

Name on Account Base 4 Tech, LLC DBA Vibe Design Group

Account Number 503615364

Routing Number 082902757

Swift Code CNTEUS44

Banking Address

3111 N. University Dr., Ste 101, Coral Springs, FL 33065

If time is not critical, you can pay by check to our main address.

EQUIPMENT TOTAL	\$58,293.01
SHIPPING TOTAL	\$0.00

ENGINEERING	\$19,800.00
INSTALLATION	\$38,875.00
MANAGEMENT	\$4,480.00
PROGRAMMING	\$7,800.00
LABOR TOTAL	\$70,955.00

GENERAL AND ADMINISTRATIVE	\$14,217.28
COST ESCALATION	\$3,629.85
SHIPPING AND FREIGHT	\$2,592.75
STANDARD WARRANTY	\$6,462.40
MISC. HARDWARE	\$2,914.65

SUBTOTAL	\$159,064.94
TOTAL TAX	\$4,284.54
PROJECT TOTAL	\$163,349.48

TERMS

I accept this proposal and hereby authorize VIBE Design Group to proceed with the installation of the included systems at the facilities of Full Moon Creative located at US , as described in the totality of this document. I further authorize VIBE Design Group to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to VIBE Design Group. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Full Moon Creative and VIBE Design Group agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Full Moon Creative or their staff, construction, other building trades or any other party, and additional costs may be incurred by Full Moon Creative from VIBE Design Group. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Full Moon Creative and VIBE Design Group. This proposal is valid only if accepted in writing by Full Moon Creative and deposit payment received no later than December 31, 2022. Please note the following qualifications and exclusions :

- Payment required for stored materials
- Secure onsite storage is required
- All electrical work by others (power and grounding)
- Cable pathways assumed accessible. All raceways by others
- Cable tray, coring, sleeves, millwork, patching, and firestopping by others
- Permit costs and bond are excluded
- Stamped drawings / structural / wind load ratings are excluded

BUILDING COMMUNICATION

Shipping may be shown in two places above with the upper value as \$0 because we typically calculate shipping based on a percentage factor.



VIBE Design Group
3700 NW 124 AVE STE 106
Coral Springs, FL 33065
vibedesigngroup.net
786-600-3360

Lauderdale by the Sea Commission Chambers- Full AV upgrade

P-547 | Version 1.0 | December 1, 2022 | Full Moon Creative

ACCEPTANCE

FULL MOON CREATIVE

SIGNED

DATE

PRINT NAME

TITLE

VIBE DESIGN GROUP

SIGNED

DATE

PRINT NAME

TITLE

STAFF EXPERIENCE:

- 20 years of audio, video, control, and technology experience
- Engineering over 100 construction projects
- Some of the most iconic and groundbreaking facilities in the country
- Event experience, including 2 SuperBowls and 6 NASCAR Championships

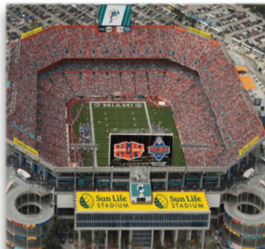
MARKETS:

- Hospitality (Casino, Spa, Convention, Ballrooms, Nightclubs)
- Corporate (Boardrooms, Meeting, Public Spaces, NOC)
- Higher Education (Classrooms, Auditoriums, Sports Facilities)
- Civic (Courthouse, Council Chambers, Museum, EOC)
- Transportation (Airports, Cruise Terminal, EOC)
- School Board (K-12 Auditoriums only)
- Churches (Traditional and Contemporary)



New World Symphony

Engineering and Project Management of the most technologically sophisticated concert hall in North America, including Audio, Video, Projection Mapping, and Electro-Acoustic.



Dolphin Stadium

Engineering and Project Management of every major audio project over a ten year period, including main bowl, concourses, suites, locker rooms, and Club LIV, and programming 2 SuperBowls.



The Fontainebleau Hotel and Spa

Design and engineering of entire rebuild, including all audio, video, and control for ballrooms, meeting rooms, restaurants, bars, pool decks, spa, and cabanas.



Pembroke Pines Civic Center/Chambers/EOC

Design of audio, video, broadcast, and control systems for multipurpose civic center emergency operations center, city chambers, art gallery, meeting rooms, and park.

Homestead Speedway

Design, Engineering, and Project Management for the only Concert quality NASCAR sound system, in addition to video, MATV distribution, and control. Multiple projects spanning a ten year period.



Miami Dade University Magic Campus

Design of entire campus for new degree program in video game development and production, including screening hall, classrooms, edit suites, and media wall.



Adrienne Arsht Center

Engineering and Project Management of all audio systems for both the Knight Concert Hall and the Ziff Ballet Opera House for both the initial construction and remediation.



Gateway Church

Design, Engineering, and Project Management of three Campus builds for one of the largest Churches in the country, including Audio, Video, Broadcast, and Control Systems.



BUILDING COMMUNICATION

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

This Agreement (the “Agreement”) made and entered into this 13th day of December 2022 (the “Effective Date”), by and between the Town of Lauderdale-By- The-Sea, a Florida municipal corporation (the “Town”) and Full Moon Creative, LLC, a Florida limited liability company (the “Contractor”).

WHEREAS, the Contractor desires to contract with the Town and the Town desires to contract with Contractor for Audio Visual Equipment Upgrade 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. Contractor, as an independent contractor, at its own cost and expense, shall perform the Audio Visual (“A/V”) Equipment Upgrade services as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder.
2. Term. This Agreement shall commence on the Effective Date and be in effect until completion of the Services to the Town’s satisfaction.
3. 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.
4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit A**, for a total amount not to exceed \$165,000.00 for the entire term of the Agreement. Contractor shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
5. Books and Records. Contractor 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 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Contractor based upon such entry.
6. Warranty. Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for one year thereafter.

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

7. Indemnity. Contractor 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 Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor 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 Contractor's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

8. Termination.

- a. **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor 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 Contractor invoice the Town for Services not yet provided.
- b. **Termination for cause.** This Agreement may be terminated by either party upon 7 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 Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor 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 8a. of this Agreement, and the provisions of Section 8a. shall apply.

9. 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:

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

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, Florida 33308

For The Contractor: Dwight Moon
 Full Moon Creative, LLC
 10001 NW 50th Street, Suite 202
 Sunrise, FL 33351

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

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

Contractor 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.

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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.

12. 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.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor 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.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor 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, Contractor 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. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

15. Chapter 119 (Public Records). Contractor shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records, 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 in this chapter 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 the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the Town.

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

- d. Upon completion or earlier termination of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records

to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

REQUEST FOR RECORDS; NONCOMPLIANCE.—

- (a) A request to inspect or copy public records relating to this Contract must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- (b) If a Contractor does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Contract.
- (c) A Contractor who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10, F.S.

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@lbts-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The- Sea, FL 33308.

16. 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 Town 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

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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
- (c) 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.
- (d) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (e) 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.

17. 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.

18. 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.

19. 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.

20. 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

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

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. Ethics.

- (a) Contractor 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) 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.

22. 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 not be awarded a public contract for a period of 1 year after the date of termination.

23. 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.

[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:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____

Print Name

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Buz Oldaker, Commissioner

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Free Holiday Parking

Explanation: Three days a year (Thanksgiving, Christmas and New Year's), parking staff covers the parking meters and we do not collect parking fees. These are three very busy days of the year and we are missing opportunity to increase revenues in the parking fund.

I am suggesting that we no longer provide free parking on these holidays. Town Hall will remain closed on these days and no staff will be working.

Recommendation: Discuss eliminating free parking on holidays.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Town Manager Performance Evaluation

Explanation: The Town Manager's contract requires that a written performance evaluation be conducted annually and that the Commission meet to discuss the evaluation.

I have tabulated the scores and the results of the evaluation are as follows:

	Overall Scores
Mayor Vincent	4.54
Vice Mayor Malkoon	4.27
Commissioner Oldaker	4.79
Commissioner Pouloupoulos	4.85
Commissioner Strauss	4.29

The Town Manager's written list of accomplishments is also attached as is the 2022 Broward County Municipal Manager's survey.

Exhibits:

- Ex. 1 Overall Evaluation Score Sheet
- Ex. 2 Mayor Vincent's Town Manager Evaluation
- Ex. 3 Vice Mayor Malkoon's Town Manager Evaluation
- Ex. 4 Commissioner Oldaker's Town Manager Evaluation
- Ex. 5 Commissioner Pouloupoulos' Town Manager Evaluation
- Ex. 6 Commissioner Strauss's Town Manager Evaluation
- Ex. 7 FY22 Town Accomplishments
- Ex. 8 2022 Broward County Manager Salary Survey

Detailed Scores

	Question Number 1 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	4	5	5	4	4
	2	4	5	4	5	5
	3	5	4	5	5	5
	4	5	5	5	5	5
	5	4	N/A	4	5	5
	6	5	4	4	5	3
	7	5	5	5	5	4
	8	4	4	4	5	4
	9	5	5	5	4	5
Factor 1 Weighting /Average	0.10	4.56	4.63	4.56	4.78	4.44
	Question Number 2 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	5	5	5	5
	2	4	5	5	5	4
	3	5	5	5	5	5
	4	4	4	4	4	4
	5	5	5	5	5	5
Factor 2 Weighting /Average	0.10	4.60	4.80	4.80	4.80	4.60
	Question Number 3 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	5	5	5	5
	2	5	4	5	4	4
	3	5	5	4	5	4
	4	5	N/A	4	5	5
	5	5	4	5	5	5
	6	5	5	5	5	5
Factor 3 Weighting /Average	0.10	5.00	4.60	4.67	4.83	4.67
	Question Number 4 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	5	4	5	5	4
	2	4	4	5	5	5
	3	5	5	4	4	5
	4	4	4	5	5	4
	5	4	5	4	5	5
	6	4	4	4	4	4
	7	5	4	5	5	5
	8	4	5	4	4	4
	9	4	4	4	5	5
Factor 4 Weighting /Average	0.10	4.33	4.33	4.44	4.67	4.56
	Question Number 5 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
	1	4	5	5	4	4
	2	5	4	5	4	5
	3	4	4	5	4	4
	4	4	5	3	5	5
	5	5	4	4	5	5
Factor 5 Weighting /Average	0.10	4.40	4.40	4.40	4.40	4.60
	Question Number 6 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissoner Poulopoulos	Commissioner Strauss
Factor 6 Weighting /Average	0.5	4.50	4.00	5.00	5.00	4.00

Weighted Scores

Factor 1	0.46	0.46	0.46	0.48	0.44
Factor 2	0.46	0.48	0.48	0.48	0.46
Factor 3	0.50	0.46	0.47	0.48	0.47
Factor 4	0.43	0.43	0.44	0.47	0.46
Factor 5	0.44	0.44	0.44	0.44	0.46
Factor 6	2.25	2.00	2.50	2.50	2.00
Weighted Average	4.54	4.27	4.79	4.85	4.29
Overall Average		4.55			



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Evaluator Name: Click here to enter text.

Title: ~~Commissioner~~ *MAYOR VINCENT*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	Choose <u>4</u> item.	Click here to enter text.
1.2 Provide information on an equal basis to all Commission members?	Choose <u>4</u> item.	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	Choose <u>5</u> item.	Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	Choose <u>5</u> item.	Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	Choose <u>4</u> item.	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> item.	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> item.	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

(a)

Evaluation Period: October 1, 2016 to September 30, 2017

1.8 Consider all available alternatives before making recommendations to the Commission?	Choose <u>4</u> item.	Click here to enter text.
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	Choose <u>4</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	Choose <u>4</u> item.	Click here to enter text.
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	Choose <u>4</u> item.	Click here to enter text.
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	Choose <u>5</u> item.	Click here to enter text.
2.4 Applies for grants and administers grants received effectively?	Choose <u>4</u> item.	Click here to enter text.
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	Choose <u>5</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager



Evaluation Period: October 1, 2016 to September 30, 2017

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	Choose <u>an</u> item.	Click here to enter text.
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	Choose <u>an</u> item.	Click here to enter text.
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	Choose <u>an</u> item.	Click here to enter text.
3.4 Takes disciplinary action when appropriate?	Choose <u>an</u> item.	Click here to enter text.
3.5 Emphasizes exemplary performance?	Choose <u>an</u> item.	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	Choose <u>an</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	Choose <u>an</u> item.	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	Choose <u>an</u> item.	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	Choose <u>an</u> item.	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	Choose <u>an</u> item.	Click here to enter text.
4.5 Communicates effective, clearly, easily and to the point?	Choose <u>an</u> item.	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

@

Evaluation Period: October 1, 2016 to September 30, 2017

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	Choose <u>4</u> item.	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	Choose <u>5</u> item.	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	Choose <u>4</u> item.	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	Choose <u>4</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	Choose <u>4</u> item.	Click here to enter text.
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	Choose <u>5</u> item.	Click here to enter text.
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	Choose <u>4</u> item.	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	Choose <u>4</u> item.	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	Choose <u>5</u> item.	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

②

Evaluation Period: October 1, 2016 to September 30, 2017

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	Choose an item.	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2016 to September 30, 2017

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: Mayor Chris Vinat

Date: 11/3/2022



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: *Edmund Malkoon*
Title: *Vice-Mayor*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	5	<i>The Town Manger consistently provides updates via calls, texts and emails.</i>
1.2 Provide information on an equal basis to all Commission members?	5	<i>Not sure about everyone in detail. I assume so as we all have are ccd on emails and texts.</i>
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	4	Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	<i>Always available and if not soon after</i>
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	N/A	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	4	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	<i>Due to long her long tenure..the Town Manager is fully aware</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Thru our conversations I find the TM to be openminded about a difference of opinion and consideration of points of view</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	<i>The last two years have been of immense planning and organization both administratively and planning for future needs of the community.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	<i>The Town Manager was immediately thrown into planning a budget and setting the Town back up in terms of a 5 year Cip etc I believe she has done a good job on both processes</i>
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	<i>The Town manager is constantly keeping an eye on costs and management. This is evident thru all my conversations about spending items.</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	<i>Financial reports are regularly provided at commission meetings.</i>
2.4 Applies for grants and administers grants received effectively?	4	<i>This ongoing...The Manager explores these options and soon the consideration of a grant writer.</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Yes examples are use of digital means to deliver information, update forms , and processes</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>The Town Manager has hired members of staff who are more than qualified.</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	4	<i>There is constant support to staff thru trainings and certifications</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	5	<i>This is always talked about.</i>
3.4 Takes disciplinary action when appropriate?	N/A	Click here to enter text.
3.5 Emphasizes exemplary performance?	4	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	4	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	5	<i>Constant analyzing with staff and the use of technologies to streamline</i>
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.5 Communicates effective, clearly, easily and to the point?	5	<i>I appreciate the detailed emails and agenda items</i>
4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	4	<i>The observation is always an open door policy</i>
4.8 Accepts new ideas and suggestions for change?	5	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	5	Click here to enter text.
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	4	<i>I believe this can be improved upon further. A plus is the regular scheduled meet the TM. Possible more interaction during outings and public events</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	4	<i>I would like to see more local interaction thru the Broward league meetings etc. She has started attending.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

I felt the stated period was insufficient for the consideration of this review. The Town Manager did not receive a review last year as she served mostly in an interim capacity. But she came into her role when the Town was dealing with a pandemic and processes that were mismanaged or not implemented. She was immediately thrown into the fire dealing with items such as a budget, CIP, low staff levels, a major streetscape project, elections etc. The Town was not in a good place/ up to the level it should have been. I have seen tremendous growth over these last few years. I see major accomplishments on the administrative level, planning, and getting the Town Back on its feet. The Town manager has hired competent employees, IT management, public relations, and promoted the digitization of Town records and online processes. She has also updated the emergency processes and public/crisis communication policies. So much in so little time. On a personal level I have found Ms. Connors to always be available and open to ideas and suggestions. One area of improvement is social interactions. I feel it's important to regularly meet with and be more social with members of the community. She has addressed this partly with her monthly scheduled meet The Town Manager at Jarvis that is open to all.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: *Buz Oldaker*
Title: *Commissioner*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission’s policy making role?	5	<i>The TM has been very effective communicating to the commission.</i>
1.2 Provide information on an equal basis to all Commission members?	4	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5	<i>The TM has been very thorough following up on specific requests and has entertained suggestions and acted on ways to improve that efficiency.</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	<i>The TM has been available on a consistent basis and has quickly delegated to staff as needed.</i>
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	4	<i>In most situations the TM has been consistent.</i>
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	4	Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	<i>Having been on staff for several years at LBTS, the TM has a solid understanding of issues and has been effective addressing them.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Generally speaking, the TM has been successful considering all perspectives and has been receptive of additional suggestions.</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	<i>The TM has been consistent addressing current issues and has continually kept an handle on future needs and objectives for the Town.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	<i>The TM has exceeded expectation regarding the budget preparation. Suggestions were made, heard, and implemented. If there were a 5+, this is the appropriate category.</i>
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	<i>The TM has been very successful and thorough.</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	<i>The TM has been very strong on this point and has quickly provided additional information as requested.</i>
2.4 Applies for grants and administers grants received effectively?	4	<i>As opportunities arise, the TM has taken advantage in a timely manner.</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Always.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>The TM has proven successful in staff decisions and has created strong organization.</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	5	<i>The TM has recognized the potential of staff and has acted accordingly.</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	4	<i>The TM recognizes that a small town such as LBTS is unique and has hurdles that require special attention.</i>
3.4 Takes disciplinary action when appropriate?	4	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	<i>The TM makes a point that staff function at 100% at all times. Proof of this approach has been the compliments received from other electeds.</i>
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	5	<i>The TM has been successful on this point.</i>
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	5	<i>The TM has been successful on this point.</i>
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4	<i>The TM has proven successful with the majority of issues. There can be some improvements made in technology advances in a timely manner.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	5	<i>The TM has been successful on this point.</i>
4.5 Communicates effective, clearly, easily and to the point?	4	<i>The TM has continued being successful, but still a work in progress.</i>
4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	5	<i>The TM has consistently created the Team environment and has produced great results.</i>
4.8 Accepts new ideas and suggestions for change?	4	<i>Generally speaking, the TM has shown a willingness to listen to alternative suggestions, but at times has pushed back at times maybe too much on principle.</i>
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	<i>Being a small Town, this is always a work in progress.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	5	<i>The TM has consistently addressed issues as presented in a timely manner.</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	<i>The TM has consistently been personally available, but needs to better communicate that option to the public.</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	<i>The TM has been thorough on this issue.</i>



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2021 to September 30, 2022

5.4 Directs sufficient public credit to the Commission in its role as the governing body?	3	<i>This is a work in progress issue. Better recognition of commissioner input should be addressed; it is a team effort.</i>
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	4	<i>Generally speaking, the TM has been successful on this point, but sharing of more information would be welcomed.</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

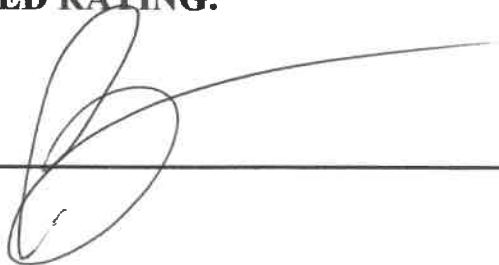
FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____


Date: 12/05/2022



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017
2021 2022

Evaluator Name:
Title:

Click here to enter text.
Commissioner

Theophilos Portokalos

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4 Choose an item.	Click here to enter text.
1.2 Provide information on an equal basis to all Commission members?	5 Choose an item.	Click here to enter text.
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5 Choose an item.	<i>Linda usually answers me within hours of my question or request</i> Click here to enter text.
1.4 Available to the Commission on official business either personally or through designated subordinates?	5 Choose an item.	<i>Staff selected/hired by Linda are highly responsive</i> Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	5 Choose an item.	<i>Usually via text message or email. Especially for emergencies</i> Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5 Choose an item.	<i>As a new member she has guided me to policy or applicable portions of the charter</i> Click here to enter text.
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5 Choose an item.	<i>Seems very aware of all things happening in the town</i> Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

1.8 Consider all available alternatives before making recommendations to the Commission?	Choose an item. 5	Click here to enter text.
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	Choose an item. 4	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	Choose an item. 5	Excellent presentation of the budget this year for '23. Seems to be planning both long term and short term projects appropriately.
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	Choose an item. 5	Click here to enter text.
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	Choose an item. 5	Receive budget updates monthly.
2.4 Applies for grants and administers grants received effectively?	Choose an item. 4	Codrington Drive
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	Choose an item. 5	Click here to enter text. <i>Very happy w/ staff hiring/promotions</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	Choose an item. 4	Click here to enter text.
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	Choose an item. 5	Click here to enter text.
3.4 Takes disciplinary action when appropriate?	Choose an item. 5	Click here to enter text.
3.5 Emphasizes exemplary performance?	Choose an item. 5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	Choose an item. 5	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	Choose an item. 5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	Choose an item. 4	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	Choose an item. 5	Click here to enter text.
4.5 Communicates effective, clearly, easily and to the point?	Choose an item. 5	Click here to enter text. <i>Always approachable for an explanation. Great background knowledge of most issues.</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	Choose an item. 4	Click here to enter text.
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	Choose an item. 5	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	Choose an item. 4	Click here to enter text.
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	Choose an item. 5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4 Choose an item.	Has quickly addressed several issues Click here to enter text. I've raised immediately from day 1.
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	4 Choose an item.	Emmits, fields calls and Click here to enter text. visitors in office
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4 Choose an item.	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5 Choose an item.	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5 Choose an item.	Has communicated and worked Click here to enter text. with County and neighboring towns/cities
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2016 to September 30, 2017

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	Choose an item. 5	<i>Has accomplished major long term goals since I've joined the commission</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Click here to enter text.

- ① Purchase of the parking lot
- ② Hiring an effective assistant town manager
- ③ Promotion of Ken Rubatch
- ④ Excellent presentation of the budget



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2016 to September 30, 2017

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Evaluator Name: **Randy Strauss**
Title: **Commissioner**

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4	<i>Has shown improvement over first year, however, sufficient backup and history on critical matters should always be provided</i>
1.2 Provide information on an equal basis to all Commission members?	5	<i>As seen through our town meeting discussions</i>
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5	<i>Once requested, follow-up has been responsive without need of prompting</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	5	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	3	<i>Mostly through Town Counsel</i>
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	4	<i>Has shown improvement over first year in responding to fine balance between, Town's residents, commercial concern and Town's objectives</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Give balance weight towards objective consideration on available alternatives-think out of the box</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	4	<i>Has been fiscally economical, given the budget provided with also keeping future needs in mind</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	Click here to enter text.
2.4 Applies for grants and administers grants received effectively?	4	<i>Would like to see more/continued created thought towards proactively seeking grants/new money</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Creative cost cutting</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2021 to September 30, 2022

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>Taps the creative potential of staff</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	4	<i>I believe staff is enthusiastic in meeting their goals</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	4	<i>improved over first year, with need to continue personal citizen and commercial outreach</i>
3.4 Takes disciplinary action when appropriate?	5	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	5	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	<i>Need to see more of long term goal discussion and mission statement analysis</i>
4.5 Communicates effective, clearly, easily and to the point?	5	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	<i>Look for continued communication with citizens and commercial concerns</i>
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	5	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	4	<i>Better balance of acceptance with implementation of ideas</i>
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4	<i>Would like to see greater use of Manager's extensive understanding of Town history in handling such matters</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	<i>Has been very present</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4	<i>Has improved over first year with better communication through in person meetings and availability</i>
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2021 to September 30, 2022

Weighted Score (=Average Score x 10)		
---	--	--

Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	4	<i>Clarify better immediate stated goals with timelines and avenues for achieving same and prioritize long term goals</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2021 to September 30, 2022

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: ____/____/____

FY22 Town Accomplishments

Administration

1. **Hired a Professional Public Information Officer and Marketing Team.** When key staff retired, we took the opportunity to hire a professional public information officer and marketing team. This new team has proven invaluable to help the Town staff with several recent media events.
2. **Overhauled the Town's Public Information Outreach.** This year, we have created a Crisis Communication Plan to help prepare Elected Officials and staff in addressing the public at large if a crisis occurs. We have improved our outreach by joining social media through Facebook, Twitter, and NextDoor and have developed an email blast to provide residents with highlights from the Commission meetings as well as weekly emails to provide community updates and information about events happening in the area.
3. **Reorganized Staff to Increase Efficiency and Reduce Cost.** We took advantage of retirements and vacancies to review the staff structure which was management heavy. To correct this, we downgraded certain vacant positions, changed job descriptions for new hires and reduced salaries for those positions. The reorganization improved our efficiency and the reduced salaries had an overall effect of saving the organization over \$300,000 annually.
4. **Reorganized and Expanded the Community Events Staff.** Last year, the Commission was asked to take over the management of the Visitor's Center. To accomplish this and to improve our relationship with the community, we hired two part-time staff to work with the volunteers at the Visitor Center and help with community and special events. Speaking of volunteers, we have improved our community volunteer program at the Visitor Center to encourage more involvement. All of this has been accomplished with less funds than were originally budgeted! We also reorganized staffing in our community events division with our new employee being dedicated to producing some of our beloved special events and helping customers with their event and park use requests.
5. **Reinstated and Improved the Staff Evaluation Process.** The Town's personnel manual includes a requirement to evaluate staff members on an annual basis. Raises for employees are required to be based on those evaluations. The evaluation requirements were not met in 2019 and 2020 but staff were given uniform raises. In prior years, evaluations were haphazardly completed and raises did not consistently follow the process outlined in our Town's personnel manual. In 2021, we improved our evaluation process and had it mirror the requirements included in the personnel manual. To ensure consistency across all departments, the management team was required to evaluate their subordinates with comments provided and examples of good and poor behavior provided. An executive team reviewed the evaluations to ensure criteria was met and scores and raises were consistent with established requirements.

6. **Organized the Town Clerk Office.** Over the past several months, we have been focused on ensuring the Town is meeting the Florida Statute requirements regarding records management. Several years' worth of files that were eligible for destruction have been catalogued and processed, and we have completed a review of the Town Clerk's office to ensure all requirements are being met. The review resulted in our reviewing our ordinances, contracts and resolutions to ensure they have been properly executed. We are updating a comprehensive list of our contracts and creating procedures to ensure the lobbyist regulations are being followed. Finally, we have updated the Town website to provide all necessary Commission reports.
7. **Updated Audio Equipment.** One of the unfortunate surprises for my first year as Town Manager was the condition of our audio equipment. We hired a professional to review our audio equipment and found that it had been patched together for years and required equipment upgrade and rewiring. Some improvements have been made and money has been budgeted for FY23 to complete the updates and upgrades. The most important part of this process is that we now have professionals that have reviewed the current system and a comprehensive plan by audio professionals has been outlined for the Town.
8. **Negotiated the Purchase of the South Ocean Parking Lot.** The purchase of this lot will eliminate the requirement to turn over 85% of revenues to the property owner and ensure our control of the property going forward.
9. **Improved WastePro Service.** In 2020, the Town was regularly receiving complaints from residents and businesses alike for the poor service our garbage contractor was providing. Weekends regularly included a phone call that trash had not been collected, trash was spilling out of the trucks or left on the street and garbage trucks were regularly broken and delayed. We worked to improve our relationship and communication with WastePro executives and their communication with staff and the community. Expectations were established and standards were put in place which resulted in fewer complaints.

Finance

10. **Selected New Insurance Broker.** I have directed staff to review all our policies and procedures to determine if any improvements can be made. This new directive resulted in staff selecting a new insurance broker. The new broker has already made an impact by providing technology upgrades that improve the customer experience while saving significant amount of time staff. Regular health fairs are being scheduled to encourage our staff to practice healthy living (hopefully resulting in improved insurance costs as well as a healthier and happier staff).
11. **Enhanced Fiscal Spending Policies.** The Finance department was encouraged to review their fiscal policies and create an instrument to ensure that these policies

were being followed. A form is now required that highlights the requirements for issuing checks and a checklist to ensure the necessary documentation has been provided. This form serves two purposes. It provides an additional check before invoices are considered and it easily highlights for the auditors that procedural requirements have been addressed.

12. **Replaced the Town's Outdated Financial Software.** Our Finance Department has been working with Tyler Technologies for the last several months to incorporate the Fund Balance Program into the new Incode 10 system. The entire migration process will take through the first quarter of 2023; however, we are already utilizing the new monthly reporting system. Development Services staff has also started working with Tyler Technologies to update the Business Tax System which we anticipate will be ready for the FY23 BTR year.
13. **Secured \$811,000 for Ongoing Projects in the Town.** We worked closely with State Representative Chip LaMarca and our lobbyists to secure a \$511,000 direct allocation from the State of Florida for the Codrington Drive drainage project. The County and Pompano Beach had previously authorized \$150,000 each toward the Palm Club project but did not reimburse the Town when the State failed to approve a direct allocation for that project. Staff contacted both governments and worked tirelessly to explain the benefit of the project and secure their allocation. Both governments paid the Town \$150,000 each.

Public Works

14. **Completed the Palm Club Sewer System.** The Palm Club septic to sewer project is substantially completed with the private property connections, which are the responsibility of Palm Club, being the only remaining work necessary to complete the project.
15. **Lined Sewer System's Laterals.** In the past, we spent thousands on emergency repairs of our sewer system with each emergency disrupting the lives of our residents and guests. This year, we continued our policy of allocating funds to line the laterals, reducing the probability that an emergency will occur. This proactive effort is saving the Town hundreds of thousands of dollars and inconvenience by eliminating costly emergency repairs and broken pipes.
16. **Replaced Roofs on Municipal Buildings.** In FY21, we reviewed all our municipal buildings to determine the condition of our roofs. The study showed that all but one of our buildings needed roof replacement. We replaced the Town Hall roof in FY21, and Public Works and Development Services buildings were reroofed in FY22. In FY23, we will replace the Offsite warehouse's roof.
17. **Upgraded Downtown Restrooms.** The Town's bathrooms on El Mar Drive were built in 2015. They have become a necessary addition to our downtown and are well used. This year, we have started to upgrade the restrooms with industrial

fixtures (the normal fixtures were regularly damaged). The remaining restrooms will be completed in FY23.

18. **Installed New Generator and Electrical Panel.** The Town purchased and installed a new generator that will service the Public Works Department and Town Administrative offices. This is part of our plans to upgrade and harden our facilities to ensure that we are storm prepared. (Previous generator did not provide service for Public Works buildings). To that end, we also upgraded a 20-year-old electrical panel to ensure adequate service for years to come.

Public Safety

19. **Completed a Fire Department Audit and Revisited the Town's Fire Assessment Fee.** The Fire Department audit was completed this year and it identifies recommendations for improvement. These recommendations will be incorporated into our new contract which will be presented to the Commission this fall. A review of our Fire Assessment was also completed. The Town recommended and Commission approved an increase to the residential fee to begin to secure funds necessary to address the recommendations of the Fire Department Audit.
20. **Completing an Update to Our Comprehensive Emergency Management Plan (CEMP).** The CEMP is a plan to ensure that we have a working document to follow in case of a physical emergency such as a hurricane or other natural disaster. The plan was never fully completed, with significant exhibits and important data missing. Our contractor, Witt O'Brien, was able complete the review of our plan and update it at a significant savings from what was budgeted. The plan was completed in FY22 and it will be presented to the Commission in December.

Development Services

21. **Established Citizen Participation Process.** Over the past year we have focused on enhancing citizen participation opportunities as a means toward more transparency in our daily operations. The first improvement to the move toward a more transparent government, was establishing a citizen participation process for development services applications. This code amendment ensures citizens have an opportunity to review and possibly influence development applications earlier in the planning process. The new requirement is working – a recent development relocated their dumpster after a resident attending the Citizen meeting and explained their issue with the dumpster's original location.
22. **Implemented Online Permitting.** We are continuing to find ways to make our permitting process more efficient. Earlier this year, we improved our on-line permitting process to increase convenience and provide a more efficient review. To date, approximately 50% of our permit applications utilize this new process.

	Wilton Manors	Coconut Creek	Cooper City	Coral Springs	Dania Beach	Davie	Deerfield Beach	Fort Lauderdale	Hallandale Beach
Population	12,773	57,871	35,500	133,900	31,454	106,000	86,339	184,599	39,782
# of Full-Time Employees	111	441	110	865	135	684	391	2,491	354
Years of Service as City Manager	6.5	3.0	2.0	2.5	4.0	11.0	2.0	3.5	1.0
Annual Base Salary	\$ 202,314	\$ 289,578	\$ 211,150	\$ 279,723	\$ 231,701	\$ 269,995	\$ 200,000	\$ 293,070	\$ 220,632
Pension/ Retirement Plan Type	FRS Senior Management Service Class (SMSC)	IRS Max / 401(a) @ \$61,000 annual and 457 @ \$41,000 annual	FRS Senior Management Class (SMSC)	401(a) and 457	FRS Senior Management Service Class (SMSC) +3.3% to 457	Defined Benefit Plan / 457 Deferred (\$25,000)	401(a) Defined Contribution	401(a) Defined Contribution + FRS Senior Management	FRS Senior Management Service Class (SMSC)
Pension/ Retirement Employer Contribution (% of annual salary)	27.29%	35.22%	27.29%	20% to 401 plan	30.59%	14.73%	8.00%	9% + 27.29%	27.29%
Retirement dollar amount	\$ 55,211	\$ 102,000	\$ 57,623	\$ 55,945	\$ 70,877	\$ 64,770	\$ 16,000	\$ 106,648	\$ 60,210
Base plus Retirement	\$ 257,525	\$ 391,578	\$ 268,773	\$ 335,668	\$ 302,578	\$ 334,765	\$ 216,000	\$ 399,718	\$ 280,842

Average City Manager Salary:
\$240,756

Pembroke Pines: No pension information received; this amount is an average of all cities.

Hillsboro Beach	Hollywood	Lauderdale-By-the-Sea	Lauderdale Lakes	Lauderhill	Lighthouse Point	Margate	Miramar	North Lauderdale	Oakland Park
1,976	156,125	6,500	36,114	70,963	11,300	58,712	138,873	44,794	45,035
25	1,469	35	95	495	105	491	968	180	249
6.0	8.0	1.0	6.0	2.0	21.0	4.0	3 months	6 months	8.0
\$ 150,000	\$ 285,418	\$ 165,000	\$ 179,070	\$ 333,083	\$ 236,000	\$ 233,466	\$ 270,000	\$ 175,000	\$ 272,249
FRS Senior Management Service Class (SMSC)	General employees Pension Plan member; 401a; 457	FRS Senior Management Service Class (SMSC) / Nationwide Deferred Comp @\$10,000 annual	401(a) Defined Contribution	Defined Benefit Plan	Defined Contribution	FRS Senior Management Service Class (SMSC)	Defined Benefit Plan	ICMA 401(a) and Defined Contribution Plans	401(a) Defined Contribution
27.29%	City contributes 58.77% of salary into pension plan; 16.3% of salary annually into 401a = \$46,523; maximum IRS allowable amount into 457 Plan annually = \$27,000	27.29% + \$10,000	15.00%	8.00%	16.00%	27.29%	24.53%	14% + and additional \$7,500	31.57%
\$ 40,935	Pension + 401a + 457 = \$241,263 annually	\$ 55,029	\$ 26,860	\$ 26,647	\$ 37,760	\$ 63,713	\$ 66,231	\$ 32,000	\$ 85,949
\$ 190,935	\$ 526,681	\$ 220,029	\$ 205,930	\$ 359,730	\$ 273,760	\$ 297,179	\$ 336,231	\$ 207,000	\$ 358,198

Parkland	Pembroke Pines	Pompano Beach	Southwest Ranches	Sunrise	Tamarac	Weston
34,000	171,979	113,082	7,951	97,335	71,541	68,305
114	2,180	870	15	1,074	406	10
2.5	32.0	5.0	10.0	2.0	11 months	2.5
\$ 214,690	\$ 344,822	\$ 319,702	\$ 185,400	\$ 232,035	\$ 225,000	\$ 240,560
Mission Square 401/ Mission Square 457	N/A	Defined Benefit	Deferred Compensation Plan	Defined Benefit	Defined Benefit (\$94,989) Deferred Comp (\$27,000)	Defined Contribution Money Purchase Pension Plan 20% Optional 457 Deferred Compensation Plan (ICMA-RC)
Mission Square 401= 17%/ Mission Square 457= \$30,000 (MAX)	N/A	40.21%	12.00%	23.92%	54.22%	20.00%
\$ 66,497	\$ 65,714	\$ 128,552	\$ 22,248	\$ 55,503	\$ 121,989	\$ 48,112
\$ 281,187	\$ 344,822	\$ 448,254	\$ 207,648	\$ 287,538	\$ 346,989	\$ 288,672



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: New Business

Subject Title: RESOLUTION 2022-51 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. **(EXHIBIT 1).**

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

In 2018, staff drafted updates to the then CEMP to ensure that the plan:

- was consistent with established procedures put in place by Broward County, the State of Florida, and FEMA;
- included the most current information and updates to reflect experiences from recent events; and
- identified the completion of additional reports and task assignments that need to be completed.

The former Town Manager chose not to bring these recommended updates to the Commission for consideration.

Instead, on July 21, 2020, the Town Commission approved Resolution 2020-27, amending the line of succession during the absence or disability of the Town Manager, and removing any reference to the Assistant Town Manager since the position had been eliminated.

In 2021, the proposed updates from 2018 were incorporated into the CEMP via adoption of Resolution 2021-33. At that time, it was determined that a more comprehensive update would take place in FY 22, to ensure the CEMP was functional and met the needs of the Town.

Explanation: Steven Foss, senior planner, and training specialist, with Witt O'Brien will be presenting the new CEMP for your approval.

Recommendation: Staff is recommending approving Resolution 2022-51 approving the updates to the Comprehensive Emergency Management Plan.

Attachments:

Ex. 1- Resolution 2022-51 CEMP

Ex. 2- Comprehensive Emergency Management Plan

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

3
4
5
6
7
8
9
10

12
13

14
15
16
17
18

19
20
21

22
23
24

25
26
27
28

29
30

31 **WHEREAS**, the Town identified several portions of the CEMP that need to be updated
32 and revised, and engaged in a comprehensive update of the CEMP to ensure it is functional and
33 meets the Town’s needs; and

34 **WHEREAS**, the Town desires that the Town Commission approve the attached updated
35 Comprehensive Emergency Management Plan (“CEMP 2022”), which replaces and supersedes all
36 previous versions of the Town’s comprehensive emergency management plans.

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

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

42 **Section 2. CEMP 2022 Approved.** The attached CEMP 2022 is approved and supersedes
43 all previous versions of the Town’s comprehensive emergency management plans.

44 **Section 3. Authorization to Implement.** The appropriate Town officials are hereby
45 authorized to take any and all actions to effectuate the implementation of the attached CEMP 2022.

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

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

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

54 **PASSED AND ADOPTED** this 9th day of November, 2022.

56
57
58
59
60
61
62
63
64
65
66
67
68

Attest:

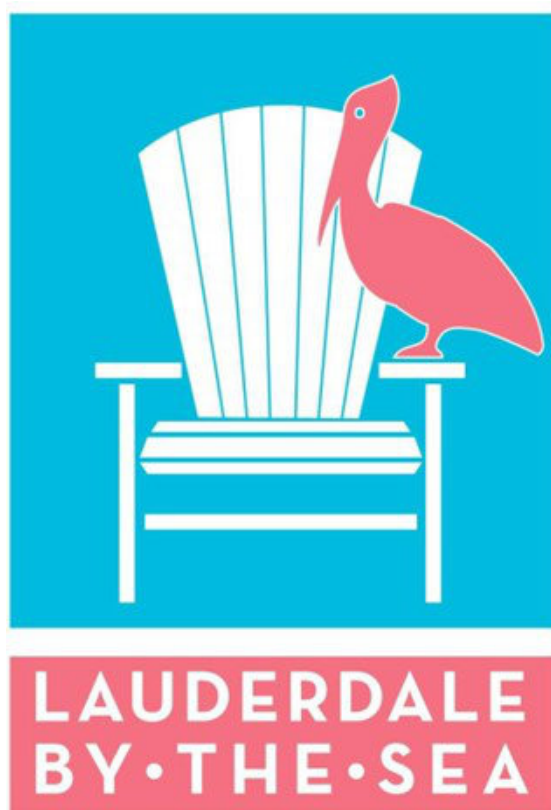
Mayor Chris Vincent

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Comprehensive Emergency Management Plan



2022





Table of Contents

Record of Changes	5
Record of Distribution.....	6
Approval & Implementation	7
Executive Summary.....	8
Plan Introduction	9
Plan Purpose	10
Scope.....	10
Roles & Responsibilities	11
Emergency Management Coordinator	11
CEMP Maintenance.....	11
HSEEP Compliance & Plan Improvement.....	11
Authorities & References.....	12
Town of Lauderdale-by-the-Sea.....	12
Broward County	12
State of Florida.....	13
Florida Administrative Code	13
Executive Orders	13
Federal Government	13
Plan Adoption and Modification Requirements	14
ADA and Guidelines for Functional Needs Support Services.....	14
Situation & Assumptions.....	15
Assumptions.....	25
Persons with Access and Functional Needs	25
Hazard & Risk Assessment	26
Major Disaster Declarations.....	27
Natural Hazards	28
Hurricanes & Tropical Storms	28
Flooding / Sea Level Rise.....	30
Pandemics	31
Human-Caused or Technological Hazards	31
Terrorism / Cyber-Terrorism.....	31



Hazardous Materials 31

Civil Disturbances..... 32

Mass Migration 32

Climate Change 32

Organization & Staffing..... 33

 Coordination of Municipal emergency response operations 33

 Coordination with private sector emergency operations..... 33

 Normal organization and staffing 33

Concept of Operations 34

 Event recognition and plan activation 34

 Public warning and emergency instruction 35

 Alerting Special Populations 35

 Initial field response actions 35

 Activation of the municipal emergency operations center 37

 Levels of disasters 37

EOC Operations..... 40

 Functions of the Municipal EOC..... 40

 Response Action..... 41

 Emergency Supplies 41

 Emergency Facilities..... 42

 Public information during and after emergencies..... 42

 Deactivation of EOC 43

Recovery..... 43

 Long term recovery operations 45

Communications 46

 Coordination with Broward County..... 46

 Coordination with local, State of Florida and Federal agencies 46

Policies & Protocols..... 47

 Municipal Resources 47

 Direction and Control..... 47

 Continuity of Government..... 47

 Leadership for Management of Municipal Emergency Operations..... 49

 Passage of Emergency Ordinances and Regulations 50



Chain of Command for Town Emergency Operations	50
Financial and Resource Management.....	51
Responsibility for Financial Management Operations.....	51
Pre-disaster Preparations for Financial Management	51
Financial Management Procedures	52
Immediate Actions Needed for Authorization of Emergency Declaration	52
Methods for Emergency Purchases	52
Vendor Invoice Information Requirements	52
Resource Documentation Requirements:.....	52
Documentation of Personnel in Emergency Operations	53
Final Disposition of Financial Documentation	53
Cost Recovery.....	54
Resource Management.....	54
Physical Resources (expendable and non-expendable resources)	54
Resources by Municipal Agency or Municipal Contractor.....	55
Classification of Physical Resources	55
Inventories Accessed and Utilized	55
Private Vendor, Mutual Aid or Volunteer Resources	55
Tracking Procedures for all Resources	55
Protocols for Resources	56
Personnel Resources.....	56
Testing, Training, and Exercises (TT&E)	57
Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)	58
Emergency Support Function 4 (Fire Fighting)	59
Lead Agency	59
Support Agencies (Mutual Aid).....	59
Scope.....	59
Purpose	59
Concept of Operations.....	59
Organization.....	59
Direction & Control	60
ESF 4 Interface	60
Preparation	60



Town of Lauderdale-by-the-Sea
Comprehensive Emergency Management Plan

Response	60
Recovery.....	61



Record of Changes

Periodic changes to the Lauderdale-by-the-Sea CEMP are made upon the identification of plan accuracies, correctness, gaps or issues. Additionally, updates to this plan are made upon the realization, identification, change or creation of requirements, agreements, capabilities or capacities. Upon changes to this plan, a redistribution of the plan is needed and dissemination to key stakeholders and partners, identified by the Town Manager, is documented in the following “Distribution List” table.

Table 1: Record of Changes

Date	Description of Change	Page or Section



Record of Distribution

Upon approval of this plan (new or revised), this record of distribution identifies all plan recipients to serve as an acknowledgment that the recipients have received, reviewed and/or otherwise accepted the plan.

Table 2 Record of Distribution

Position / Title	Department / Location	Date



Approval & Implementation

The Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan, completed upon signature by the following authorities, is in full effect and supersedes all previous CEMPs. This CEMP applies to all Town of Lauderdale-by-the-Sea departments, divisions, and staff, and is intended to be flexible and adaptable to meet the needs and requirements of slowly and rapidly evolving incidents and disasters, within the constraints of town capabilities, capacities, and limitations. This CEMP is intended to complement, not supplant, the Broward County CEMP, and related county, state, and Federal emergency plans. Whereas the Town Manager is responsible for managing the CEMP, implementation of this plan is a shared responsibility of all town departments and staff.

_____	_____
Mayor, Town of Lauderdale-by-the-Sea	Date
_____	_____
Town Manager, Lauderdale-by-the-Sea	Date
_____	_____
Fire Chief, Lauderdale-by-the-Sea VFD	Date
_____	_____
Police Captain, Broward Co. Sheriff's Office	Date



Executive Summary

Lauderdale-by-the-Sea is vulnerable to a variety of hazards that threaten its communities, businesses and the environment. The Lauderdale-by-the-Sea Comprehensive Emergency Management Plan (CEMP) establishes the framework Lauderdale-by-the-Sea utilizes to address these hazards. The CEMP outlines the roles and responsibilities of the local government, state and federal agencies and other stake-holder organizations. This Plan coordinates the activities of these groups under the Emergency Support Function (ESF) System with a designated lead agency for a comprehensive approach to planning, response, and recovery from all hazards. The National Incident Management System (NIMS)/Incident Command System (ICS) principles have been incorporated and institutionalized into the County's response management model as illustrated through-out this document and in the policies and procedures of the County's response agencies.

The CEMP outlines the basic strategies, assumptions, operational goals and objectives, and mechanisms through which Lauderdale-by-the-Sea will mobilize resources and conduct activities to guide and support emergency management efforts through preparedness, response, recovery and mitigation. The Plan calls for annual exercises to determine the ability of the Town to respond to emergencies.

Throughout the CEMP volumes, the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 fundamentals and the Whole Community approach strategy are utilized. While CPG 101 provides emergency management professionals with guidance on plan development, the Whole Community approach refers to the collaboration between emergency management and a wide range of county stakeholders to ensure that all are part of the planning process. These community stakeholders include residents, vulnerable populations, organizational and community leaders, faith-based and non-profit organizations, the private sector, and government officials. These groups are regularly engaged and are leveraged in various committee meetings throughout the year.

Great care has been taken to consult with disability organizations as well as the Americans with Disabilities Act of 1990 as amended and the Guidance on Planning for Functional Needs Support Services in General Population Shelters during the plan development processes.

This CEMP outlines the different hazards Lauderdale-by-the-Sea are at risk or vulnerable to. It includes areas such as the concept of operations, direction and control, responsibilities of all agencies and resources mobilized by the town to assist in the preparation, response and recovery from a disaster, the responsibilities of different levels of government, and financial management policies that will be adhered to in an emergency. The CEMP also contains a section that addresses recovery issues to ensure a rapid and orderly implementation of rehabilitation and restoration programs for persons and property affected by a disaster.



Table 3: Lauderdale-by-the-Sea ESF

Title		Lead Agency
1	Transportation	Broward County Transit
2	Communications	Broward County Sheriff's Office
3	Public Works and Engineering	Public Works Department
4	Firefighting	Lauderdale-by-the-Sea Volunteer Fire Department
6	Mass Care	American Red Cross
8	Health and Medical Services	American Medical Response (AMR) for BLS/ALS
9	Urban Search and Rescue	Lauderdale-by-the-Sea Volunteer Fire Department, USAR
10	Hazardous Materials	BSO Department of Fire & Fort Lauderdale FD
11	Food and Water	American Red Cross
12	Energy	Florida Power & Light
14	Public Information	Conceptual Communications (contract)
15	Volunteers and Donations	Broward County
16	Law Enforcement	Broward County Sheriff's Office
18	Business & Industry	LBTs Chamber of Commerce

Plan Introduction

The CEMP is designed to address “all hazards” that present threats to the town. The magnitude of an incident or disaster governs the approach used in managing an event. It has been noted that the ESF system is very effective when handling both small- and large-scale incidents requiring response and recovery support from local, state and federal governments.

Ensuring the safety of all Lauderdale-by-the-Sea’s residents and visitors is a shared responsibility and effort between first responder agencies, Broward County Office of Emergency Management (OEM) and County government.

State support is governed under Florida Statute, Chapter 252. In turn, the federal government is responsible for support to both the state and local government in accordance with the Robert T. Stafford Act and Title 44 “Emergency Management and Assistance” of the Code of Federal Regulation (CFR).

On March 30, 2011, Presidential Policy Directive 8: National Preparedness (PPD-8) was signed and released by the Office of the President of the United States. PPD-8 and its component policies intend to guide how the nation, from federal, state, and local governments to private citizens, can “strengthen the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation.” These threats include terrorist acts, cyber-attacks, pandemics and natural disasters. PPD-8 evolves from, and supersedes, Homeland Security Presidential Directive 8. PPD-8 is intended to meet many requirements of Subtitle C of the Post-Katrina Emergency Reform Act of 2006 (P.L. 109-295, 6 U.S.C. §741- 764).

The National Preparedness Goals describes the Nation’s security and resilience posture through the core capabilities utilizing the Whole of Community approach as the foundation. The National Preparedness Goals defines success as:



“A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

Using the core capabilities, the National Preparedness Goals are achieved by:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Plan Purpose

The CEMP is intended to provide an organized system of preparedness, response, and recovery by which the Town of Lauderdale-by-the-Sea are guided in their statutory responsibilities in the provision of direction and control during a disaster. This Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town of Lauderdale-By-The-Sea (Town) will mobilize resources and conduct response and recovery activities after a large-scale disaster.

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

It also establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. The Incident Command System (ICS) is part of NIMS. In ICS, roles and responsibilities for implementing emergency operations are assigned to individuals, agencies and contract organizations. This system is used so that anyone responding to a disaster who is familiar with this system (such as public safety personnel, trained volunteers or National Guard) should be able to seamlessly join the Town’s action, such as response to or recovery from a disaster. Appendix 1 contains the ICS Organization Chart as well as description of the roles and responsibilities associated with each position.

This plan is designed to address all hazards yet shall remain flexible. Under NIMS, policies, operational procedures, and responsibilities may be modified to meet the circumstances surrounding any type of disaster or critical incident.

Scope

Each entity identified herein will utilize this CEMP as the basis for development and maintenance of subordinate plans, response policies, and implementing procedures.



The CEMP covers each level of disaster starting with “incident” and continuing through “minor disaster” then “major disaster” and finally “catastrophic disaster”.

Roles & Responsibilities

Emergency Management Coordinator

The Emergency Management Coordinator (EMC) is responsible for ensuring that Lauderdale-by-the-Sea meets its emergency management commitments under NIMS and as documented in this CEMP. Typically, such responsibilities involve guiding the Town’s emergency preparedness organization, as well as ensuring that the Town’s CEMP and procedures are up to date. The EMC is also responsible for ensuring assigned personnel receive training and participate in exercises, meetings, and activations. When needed, the EMC initiates activation of this plan. The EMC is the point of contact for emergency operations involving the Town.

CEMP Maintenance

The Town Manager is responsible for this CEMP and all subsequent revisions. The Town Manager is responsible for ensuring that this CEMP is maintained, reviewed, and updated. CEMPs must be reviewed and revised at least once every four years. The CEMP was produced through the collaborative efforts of Town staff, in conjunction with County and other municipal agencies, and public and private organizations. The Planning Group that assisted with the development of this CEMP include:

- Town Manager
- All Town Department Directors (Public Works Director, Finance Director, Development Services Director)
- Chief Building Official (contract)
- Police Captain, Broward County Sheriff’s Office
- Fire Chief, Lauderdale-By-The-Sea Volunteer Fire Department
- AMR

HSEEP Compliance & Plan Improvement

The Town of Lauderdale-by-the-Sea conducts tabletop and functional exercises as well as annual full-scale exercises (e.g. Statewide Hurricane Exercise, Radiological Emergency Preparedness Exercises, etc.) to test the responsiveness and capability of the Town. Each exercise will test all or critical portions of the CEMP, including capabilities of equipment and the personnel to operate such equipment. Each exercise is evaluated through interviews of participating partner organizations following the exercise and adopted into an After-Action Report (AAR). Revisions will be made to the appropriate plans based on the AAR findings.

The Town is compliant with the requirements of the Homeland Security Exercise and Evaluation Program (HSEEP) which is a capabilities and performance-based exercise program which provides a standardized policy, methodology, and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP compliance is defined as adherence to specific processes and practices for exercise program management and exercise design, development, conduct, evaluation, and improvement planning. The Town complies with the four HSEEP performance requirements.



These requirements are as follows:

- Conduct an annual Training and Exercise Planning Workshop as part of an Integrated Preparedness Plan.
- Plan and conduct exercises in accordance with the guidelines set forth in HSEEP policy.
- Develop and submit properly formatted After Action Report/Improvement Plans (AAR/IP).
- Track and implement corrective actions identified in the AAR/IP.

Authorities & References

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

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

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan,¹ and the Broward County Comprehensive Emergency Management Plan.²

The CEMP references and incorporates standard operating procedures, job aides, and field guides which have been developed by the Town, Broward County and the State of Florida. Procedures are included for the activation, operation and deactivation of the Emergency Operations Center (EOC), the physical location where information and resources are coordinated to provide support during a disaster. The Town Manager, Deputy Town Manager/Public Works Director, Finance Director, and or in their absence, the Police Captain may activate the plan in accordance with the activation procedures.

Town of Lauderdale-by-the-Sea

The Town of Lauderdale-by-the-Sea does not currently have any ordinances for emergency management.

Broward County

- **Broward County Charter, Broward County Commission:** Provides authority to the County Mayor and County Administrator to declare, limit and terminate a state of emergency and implement the County's Emergency Operation's Plan. Permits the adoption of emergency ordinances and resolutions.
- **Administrative Code of Broward County Section 1.11, Broward County Commission: Broward County Administration:** Designates the County Administrator as Chief Executive Officer during major or catastrophic emergencies. Empowers the Administrator to declare a State of

¹ Florida Comprehensive Emergency Management Plan: <http://floridadisaster.org/cemp.htm>

² Broward County Comprehensive Emergency Management Plan: <http://www.broward.org/Emergency/Documents/CEMP.pdf>



Emergency, implement emergency plans, obligate funds and provide for emergency support compensation to unrepresented employees.

- **Administrative Code of Broward County Chapter 21 – Operational Policy, Procurement Code Finance and Administrative Services also known as Procurement Code of Broward County, Broward County Board of County Commissioners:** Provides Broward County a unified purchasing system with centralized responsibility.
- **Administrative Code of Broward County, Florida, Chapters 13 1/2, Floodplain Management:** 30, Special Districts; 34, Water and Sewers; 35, Water Conservation Districts; and 36, Water Resource and Management.
- **Administrative Code of Broward County Chapter 6:** Designates the roles and responsibilities of the Public Works Department and Divisions

State of Florida

- Florida Comprehensive Emergency Management Plan
- Florida Emergency Response Team Mass Migration Annex

The State of Florida emergency management laws are established in Chapter 252, F.S., Emergency Management Act. Other State authorities and references include:

- Chapter 14, F.S., Governor
- Chapter 22, F.S., Emergency Continuity of Government
- Chapter 23, F.S., Florida Mutual Aid Act
- Chapter 154, F.S., Public Health Facilities
- Chapter 161, F.S., Beach and Shore Preservation
- Chapter 187, F.S., State Comprehensive Plan
- Chapter 245, F.S., Disposition of Dead Bodies
- Chapter 381, F.S., Public Health
- Chapter 395, F.S., Hospital Licensing and Regulation
- Chapter 401, F.S., Medical Telecommunications and Transportation
- Chapter 553, F.S., Building Construction Standards
- Chapter 870, F.S., Riots, Affrays, Routs, and Unlawful Assemblies
- Chapter 943, F.S., Domestic Security

Florida Administrative Code

- Chapter 27P-2, 27P-6, 27P-11, 27P-14, 27P-19, 27P-20, and 27P-21 Florida Administrative Code
- Chapter 73C-40, Florida Administrative Code

Executive Orders

- Executive Order No. 80-29, "Disaster Preparedness"
- Executive Order 05-122, State Emergency Response Commission

Federal Government

- Department of Homeland Security Caribbean Mass Migration Framework
- Department of Homeland Security Maritime Migration Plan
- U.S. Coast Guard Maritime Response Operations Plan
- U.S. Coast Guard Southeast Florida Area Maritime Security Plan



- U.S. Coast Guard Operation Vigilant Sentry Plan
- U.S. Coast Guard Southeast Florida Area Contingency Plan

Federal emergency management authorities and references include:

- Public Law 93-288, as amended, 42 U.S.C. 5121, et seq., the Robert T. Stafford Disaster Relief Act and Emergency Assistance Act, provides authority for response and recovery assistance under the Federal Response Plan. This legislation empowers the President to direct any federal agency to utilize its authorities and resources in support of state and local assistance efforts.
- Public Law 81-920, The “Federal Civil Defense Act of 1950;” and
- Executive Order 11795, dated July 11, 1974, as amended by Executive Order 11910, dated April 13, 1976.
- Americans with Disabilities Act of 1990, as Amended.
- Post-Katrina Emergency Management Reform Act of 2006
- Vienna Convention on Consular Relations, Article 37

Plan Adoption and Modification Requirements

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

Once adopted, the CEMP shall be made available to the public and distributed to the Planning Group and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments through the ICS structure with the goal of developing each position to a depth of two levels for each vital position.

ADA and Guidelines for Functional Needs Support Services

The Americans with Disabilities Act (ADA) of 1990 is incorporated into Town emergency preparedness plans. This law prohibits discrimination on the basis of disability. A best practice used to effectively address the needs of persons with disabilities or access and functional needs in emergency preparedness plans is establishing a process to pre-identify resources which may be used to fulfill requests from these individuals for reasonable accommodations they may need in emergency situations.

Functional Needs Support Services (FNSS) are defined as services that enable children and adults with or without disabilities who have access and functional needs to maintain their health, safety, and independence in a general population shelter. This may include augmentation of trained medical professionals, durable medical equipment (DME), consumable medical equipment (CME), and reasonable modification to common practices, policies and procedures. Individuals requiring FNSS may have sensory, physical, mental health, cognitive and/or intellectual disabilities affecting their capability to function independently without assistance. Additionally, the elderly, women in the late stages of pregnancy, and individuals requiring communication assistance and bariatric support may also benefit from FNSS.



On July 22, 2004, Executive Order 13347 was issued (Individuals with Disabilities in Emergency Preparedness), directing the federal government to work together with state, local and tribal governments, as well as private organizations, to appropriately address the safety and security needs of people with disabilities. The Stafford Act and Post-Katrina Emergency Management Reform Act (PKEMRA), along with Federal civil rights laws, mandate integration and equal opportunity for people with disabilities in general population shelters.

Lauderdale-by-the-Sea makes every effort to comply with Title II of the Americans with Disabilities Act (ADA) as well as any other applicable laws related to emergency and disaster-related programs, services and activities for individuals with disabilities who have access and functional needs.

Situation & Assumptions

The Town of Lauderdale-By-The-Sea was incorporated in 1947, and the previously unincorporated area north of Pine Avenue was annexed in 2001. It is located along the Atlantic Ocean in Eastern Broward County. According to the United States Census Bureau, the town has a total area of 1.57 square miles. 0.876 square miles of it is land and 0.694 (44.2%) square miles of it is water.

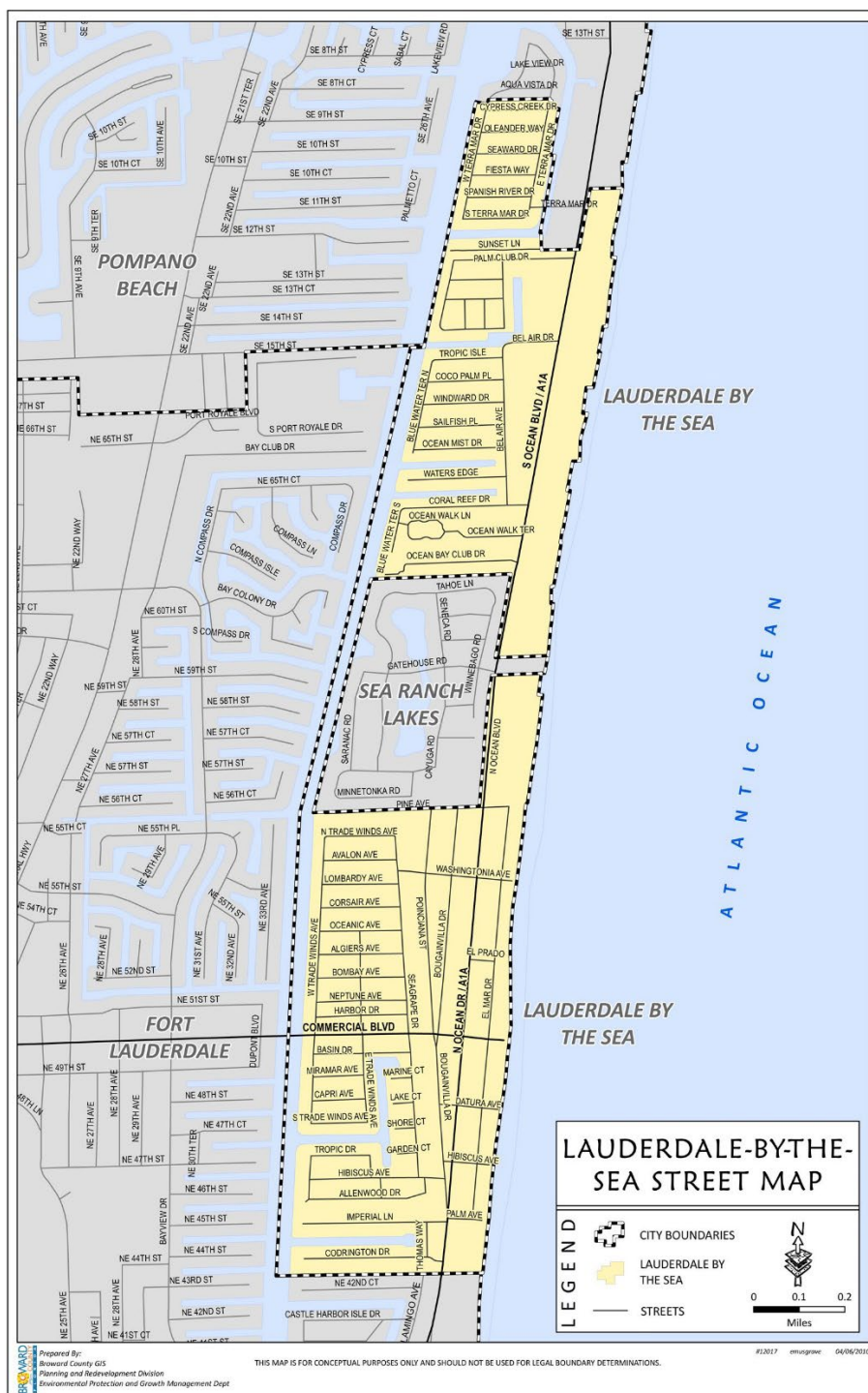
The Town has a year-round population of approximately 6,500 of which close to 40% is over 65 years of age. Of the approximately 7,400 housing units, approximately 54% are occupied year-round, with about 46% occupied seasonally. According to the American Community Survey, the median home value is \$449,000, and median rental monthly cost is \$1,437. The ACS lists 6,897 housing units, with nearly 73.6% having been built earlier than 1979.

The Town borders Fort Lauderdale to the south, Sea Ranch Lakes in the center, and Pompano Beach to the north. The Town is on a long narrow barrier island connected to the mainland by drawbridges that span the Intracoastal Waterway. The southern portion of the Town is centered on the junction of State Road A1A and Commercial Boulevard. The main industry is tourism; the Town has many hotels, motels, and residences used especially during the winter by visitors. At the ocean end of Commercial Boulevard is a long wooden fishing pier and two public plazas.

The Town has the distinction of being almost entirely surrounded by tidal waters – on the west by the Intracoastal Waterway and the east by the Atlantic Ocean. There are several finger canals that extend eastward into the Town from the Intracoastal Waterway. A coastal ridge exists along the eastern side of the Town which forms a drainage divide. Sea Level Rise (SLR) is also of special concern for the Town because it is virtually surrounded by tidally influenced waters.³ Several complaints of flooding were reported at locations with relatively higher elevation such as El Mar Drive and Bougainvillea Drive. These areas include isolated drainage infrastructure with no outlets. There are more severe flooding problems in residential neighborhoods in the western portions of the Town, according to the Stormwater Master Plan from December 2020.

³ Lauderdale-by-the-Sea Stormwater Master Plan Report, December 2020

Figure 1: Map of the Town of Lauderdale-by-the-Sea⁴

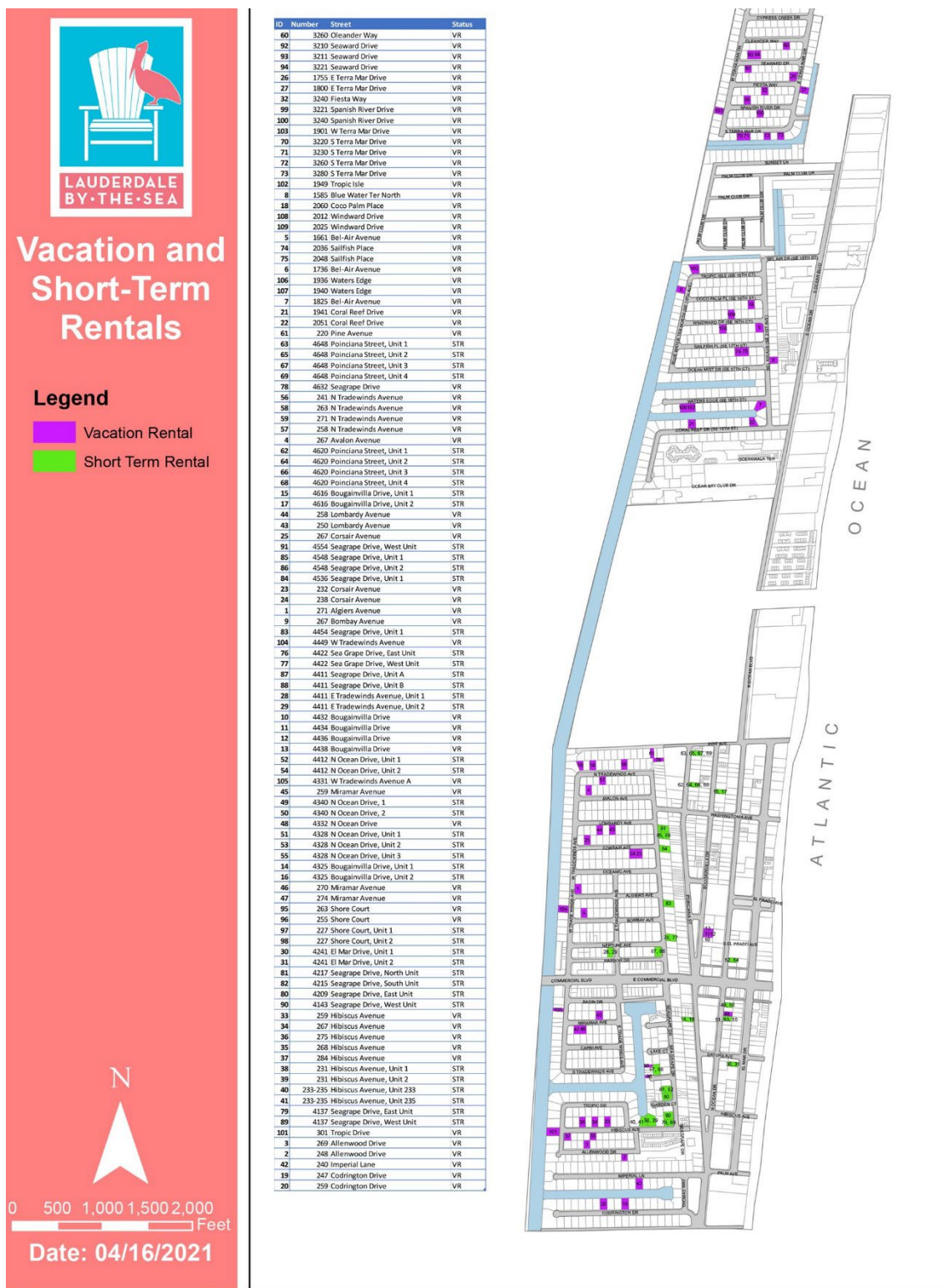


⁴ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>



Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan

Figure 2: Lauderdale-by-the-Sea Vacation & Short-Term Rentals Map⁵



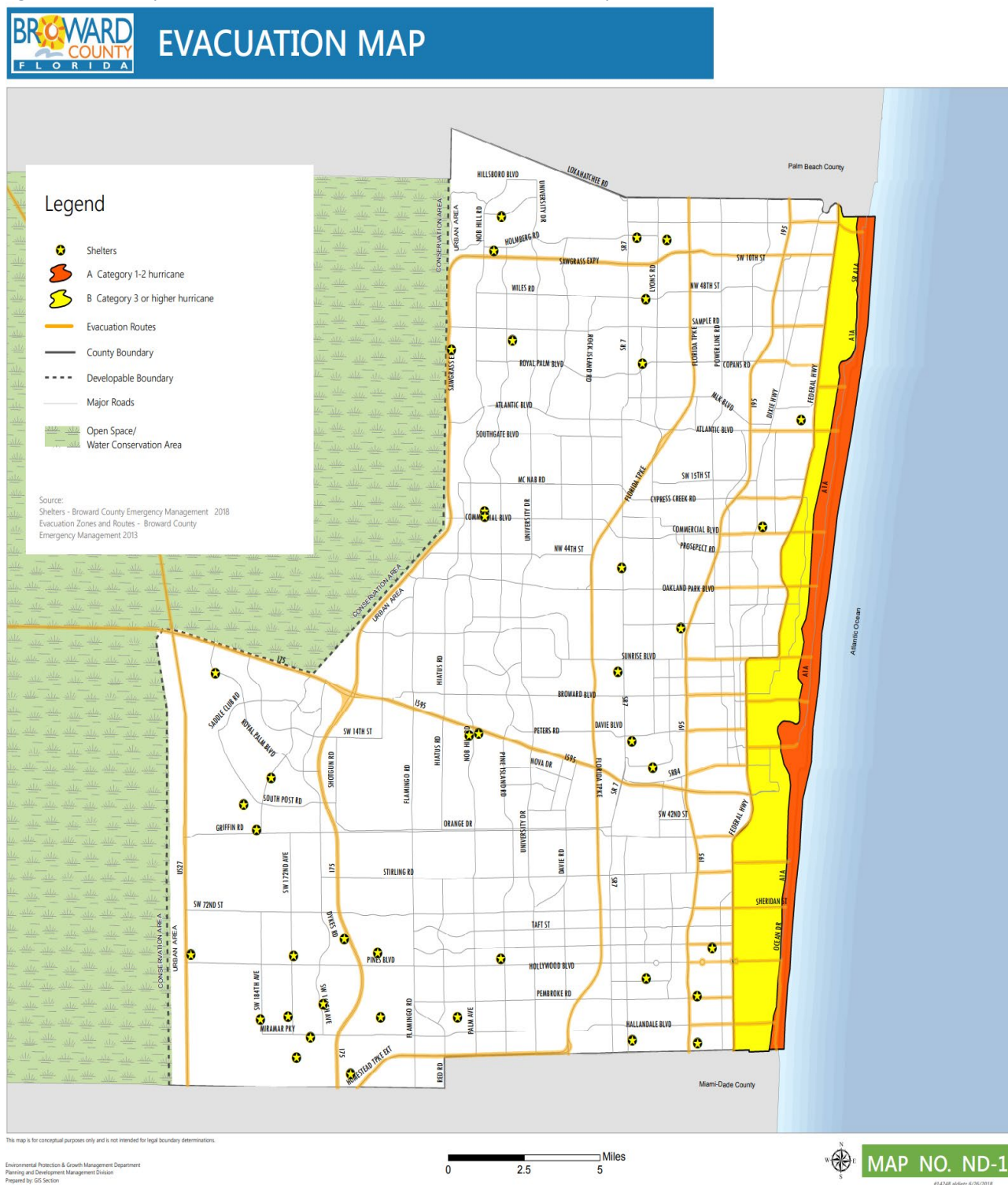
⁵ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>

Figure 3: Evacuation Zones of Broward County⁶



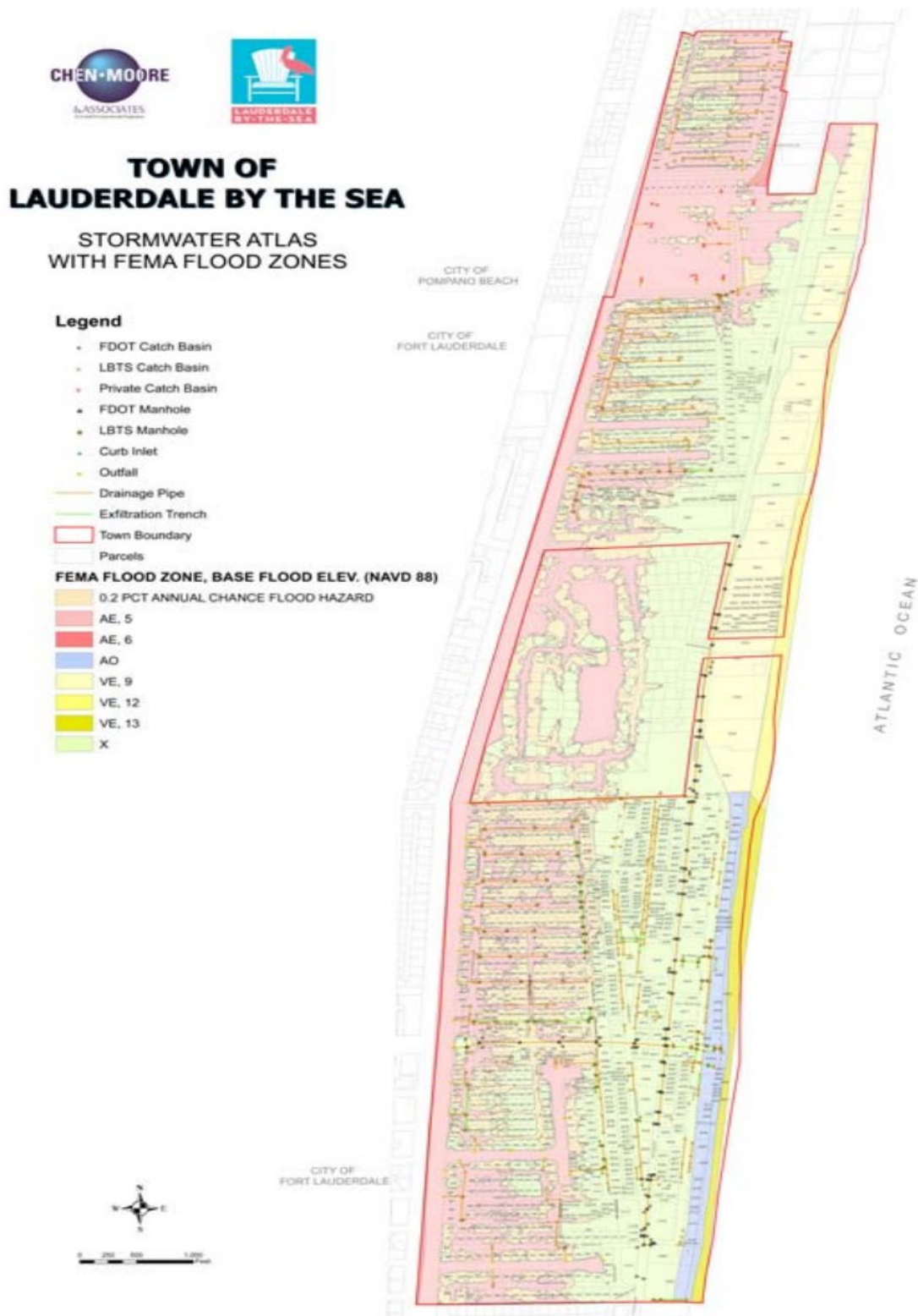
⁶ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/Hurricane/Documents/EvacuationADA.pdf>

Figure 4: Mandatory Evacuation Zones and Shelter Locations in Broward County⁷



⁷ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/BrowardNext/Documents/maps/ND-1%20Evacuation%20Map.pdf>

Figure 5: Flood Map for Lauderdale-by-the-Sea⁸



⁸ FEMA – NFIP Flood Maps



Table 4: Population Estimates for Lauderdale-by-the-Sea, Broward County, and State of Florida

	2010 Census	2020 Census	Total Change	Percent Change
State of Florida	18,801,310	21,538,187	2,736,877	+14.55%
Broward County	1,748,066	1,944,375	196,309	+11.23%
Lauderdale-by-the-Sea	6,056	6,198	142	+2.34%

Figure 6: Population & People⁹

60.2 +/- 4.2

Median Age in Lauderdale-by-the-Sea town, Florida

42.2 +/- 0.2

Median Age in Florida

Table:
S0101

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

Under 5 years - 0.9%

Under 18 years - 4.6%

18 years and over - 95.4%

65 years and over - 41.1%

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

Figure 7: Language Spoken at Home in Lauderdale-by-the-Sea

26.0% +/- 10.1%

Language Other Than English
Spoken at Home in Lauderdale-
by-the-Sea town, Florida

29.4% +/- 0.1%

Language Other Than English
Spoken at Home in Florida

Table:
S1601

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

English only - 74.0%

Spanish - 14.9%

Other Indo-European languages - 9.2%

Asian and Pacific Islander languages - 1.3%

Other languages - 0.6%

0% 10% 20% 30% 40% 50% 60% 70% 80%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

⁹ U.S. Census Data 2020



The Town of Lauderdale-by-the-Sea has a considerable population of residents over 65 years of age as seen in the following figure.

Figure 8: Older Population in the Town of Lauderdale-by-the-Sea¹⁰

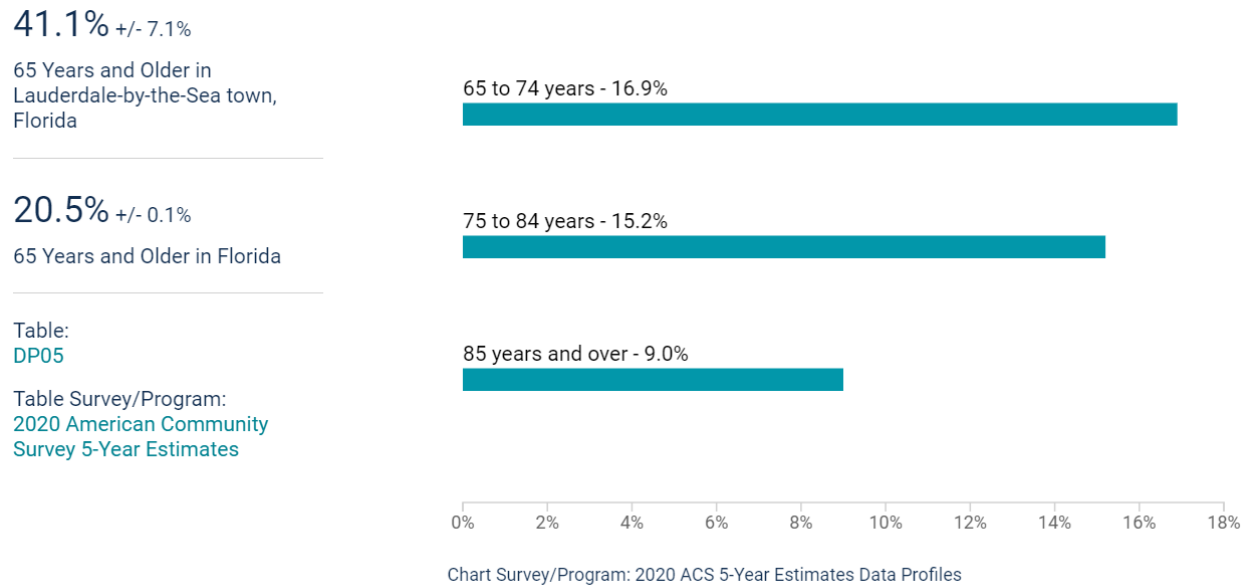
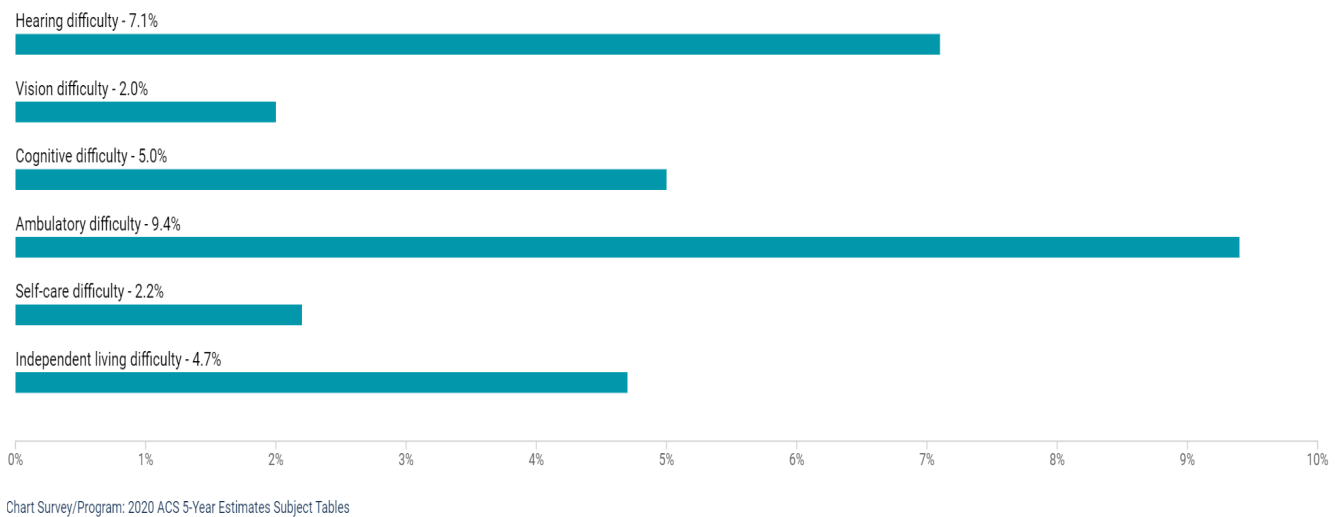


Figure 9: Lauderdale-by-the-Sea Population with Disabilities



¹⁰ U.S. Census, American Community Survey



Figure 10: Residential Mobility in the Last Year in Lauderdale-by-the-Sea¹¹

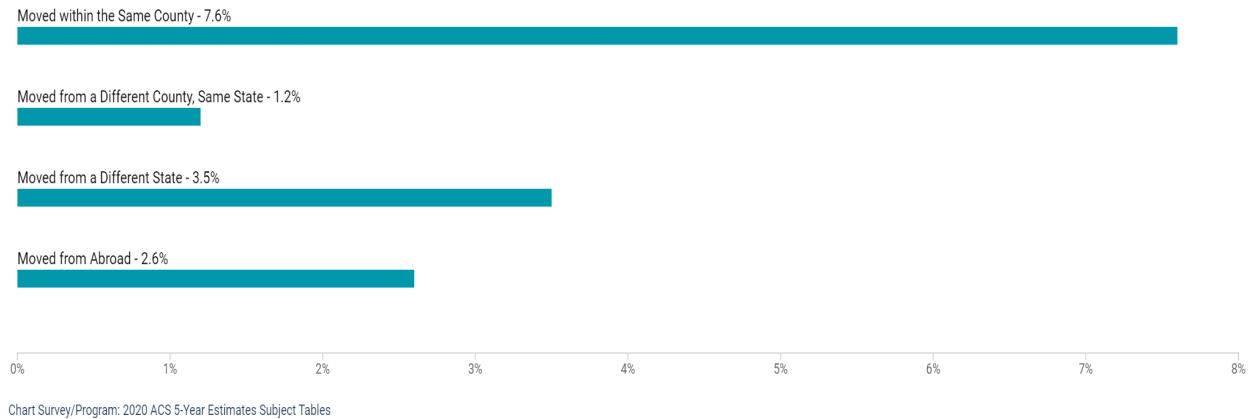


Figure 11: Median Income in Lauderdale-by-the-Sea

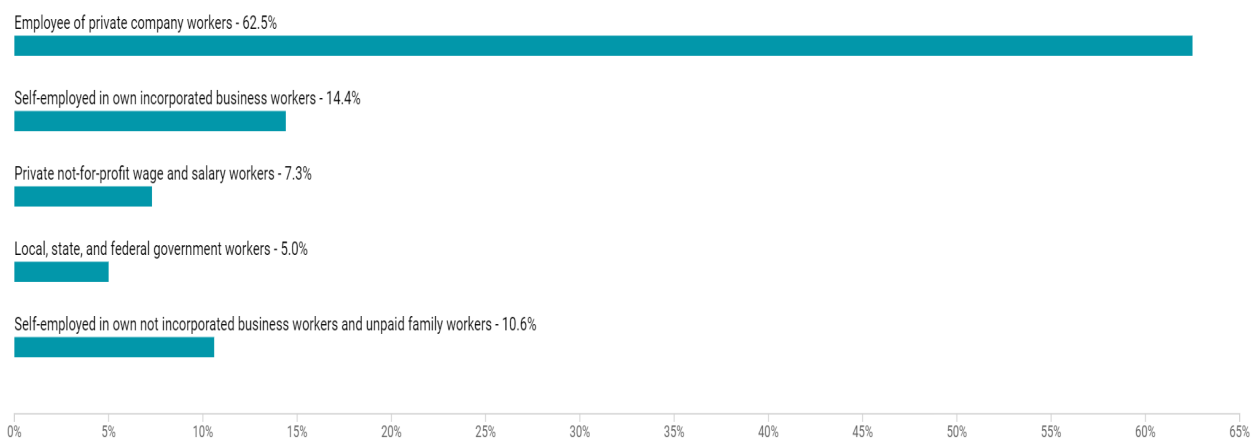
\$69,860 +/- \$10,622

Median Household Income in Lauderdale-by-the-Sea town, Florida

\$57,703 +/- \$269

Median Household Income in Florida

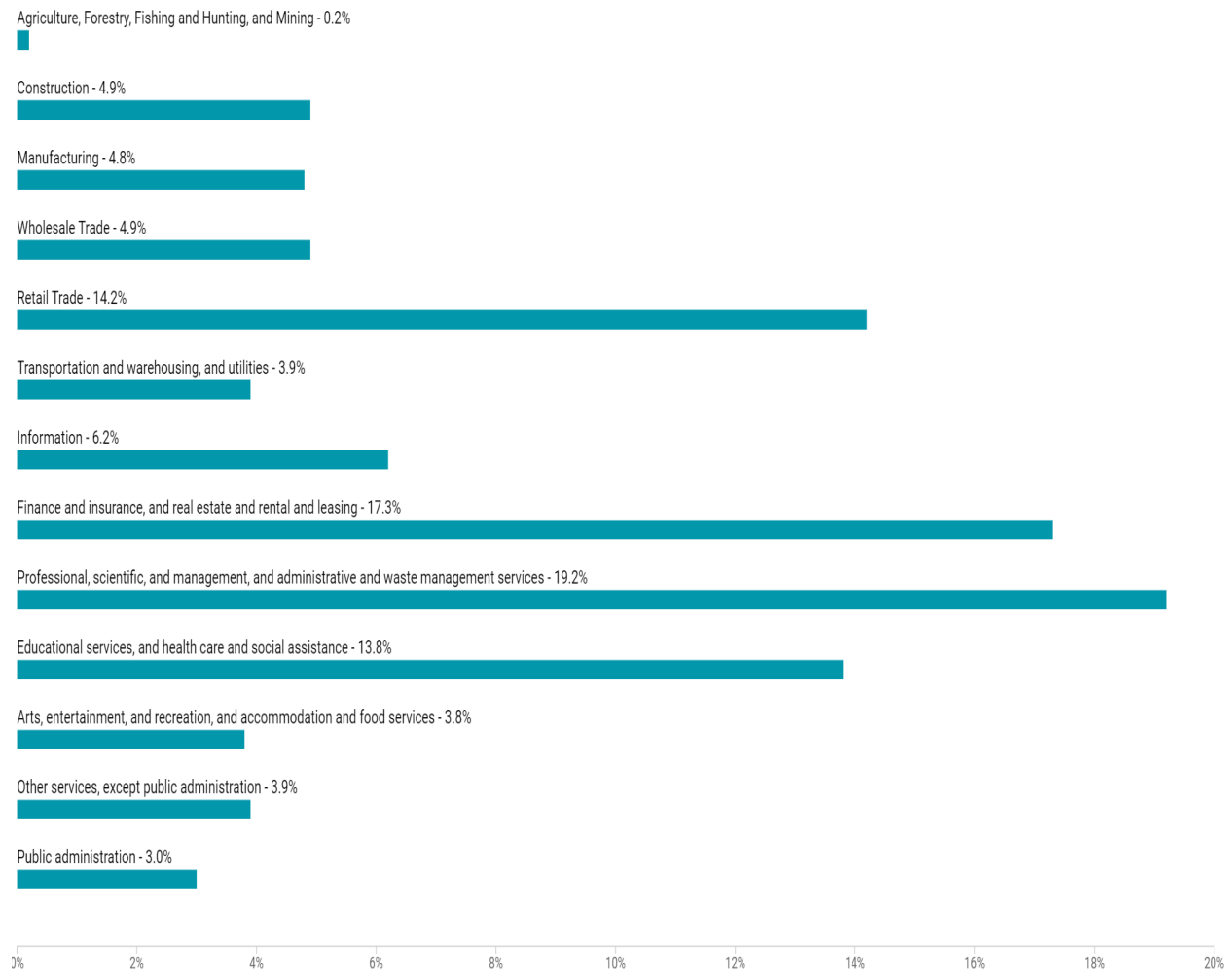
Figure 12: Employment Type of Residents in Lauderdale-by-the-Sea



¹¹ U.S. Census, American Community Survey



Figure 13: Industry of Employed Population of Lauderdale-by-the-Sea¹²



¹² U.S. Census, American Community Survey



Assumptions

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

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Due to the Town's location on the barrier island, damage may be extensive and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical and social infrastructure that severely limits the ability to evacuate or receive assistance. The Town's location on a barrier island also means that Lauderdale-By-The-Sea is in a mandatory evacuation zone for a storm with winds over 74 MPH (a category 1 hurricane). All first responders and Town staff are required to evacuate in advance of a hurricane and cannot return until the storm is over and an all clear is given by first responders.

Local emergency response personnel will also likely be impacted by the disaster and experience casualties and damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services.

If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Division of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). Assistance will be deployed to the affected areas to provide aid to local governments.

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

Resources in a severe emergency may be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the CEMP.

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

Persons with Access and Functional Needs

The Town takes the safety and well-being of all its residents seriously, however, special considerations must be given to those who may be especially vulnerable.



Each of the natural, technological and human-caused hazards noted in the county THIRA is unique and produces distinct impacts to a community. Included in the THIRA is an overview of the social vulnerabilities, physical vulnerabilities, and the community conditions as they relate to each hazard.

- Social vulnerabilities include the demographics of a community and consider the impacts on various groups within the population such as those who may have special health or medical conditions, those who may not speak English as a primary language, those who may have limited financial resources or people who may be homeless.
- Physical vulnerabilities include the built environment including residential and business structures, and infrastructure components such as roads, bridges, and energy and water systems.
- Community conditions include indicators such as economic, social, environmental, governmental, insurance, special properties, and the faith-based community. The network systems of a community that help sustain a community especially after a disaster.

The Broward County THIRA should be referenced for additional information specific to each of the hazards analyzed.

Lauderdale-by-the-Sea (as seen in the Figure above) consists of a large population of residents over the age of 65 (41.1%) as compared to the general population of the State of Florida. The age range of 85 years and older make up 9% of the population of the Town. Special planning considerations is crucial to safely evacuating an older population to safety.

Hazard & Risk Assessment

The Town is vulnerable to a host of hazards which pose a risk to residents, visitors, and property. All hazards which may impact the Town have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (at a specific location or in transit), civil disturbances and mass migration events, terrorism, and pandemics.

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

The Threat and Hazard Identification and Risk Assessment (THIRA) is a three-step risk assessment process that helps communities understand their risks and what they need to do to address those risks by answering the following questions:

- What threats and hazards can affect our community?
- If they occurred, what impacts would those threats and hazards have on our community?
- Based on those impacts, what capabilities should our community have?

The THIRA provides detailed information regarding the natural hazards mentioned below that could impact Lauderdale-by-the-Sea.

- Hurricanes & Tropical Storms



- Tornadoes
- Flooding / Sea Level Rise
- Hazardous Materials Incidents
- Civil Disturbances
- Mass Migration Events
- Terrorism
- Pandemics

Major Disaster Declarations

Major disasters are declared by the President of the United States when the magnitude of a disaster event is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments. In these cases, eligible applicants may apply for a wide range of federal disaster assistance that include funds for public assistance, individual assistance and hazard mitigation assistance.

From 1965 through 2020, Broward County received 20 presidential disaster declarations as listed in the table below. This listing does not include all federal, state or local emergency declarations issued for smaller, less damaging disaster events that did not warrant a presidential declaration.

Table 5: Presidential Disaster Declarations for Broward County ¹³

Event	Declaration Date	Declaration Number
Hurricane Betsy	09/14/1965	FEMA-209-DR
Freeze	03/15/1971	FEMA-304-DR
Hurricane Andrew	08/24/1992	FEMA-955-DR
Tornadoes, Flooding, High Winds & Tides, Freezing	03/22/1993	FEMA-982-DR
Severe Storms, High Winds, Tornadoes and Flooding	02/20/1998	FEMA-1204-DR
Severe Storms, High Winds, Tornadoes and Flooding	03/09/1998	FEMA-1195-DR
Extreme Fire Hazard	06/18/1998	FEMA-1223-DR
Hurricane Irene	10/20/1999	FEMA-1306-DR
Heavy Rains and Flooding	10/04/2000	FEMA-1345-DR
Severe Freeze	02/06/2001	FEMA-1359-DR
Hurricane Charley and Tropical Storm Bonnie	08/13/2004	FEMA-1539-DR
Hurricane Frances	09/04/2004	FEMA-1545-DR
Hurricane Jeanne	09/26/2004	FEMA-1561-DR
Hurricane Katrina	08/28/2005	FEMA-1602-DR
Hurricane Wilma	10/24/2005	FEMA-1609-DR
TS Fay	08/21/2008	FEMA-3288-DR
Hurricane Matthew	11/04/2016	FEMA-4283-DR
Hurricane Irma	09/10/2017	FEMA-4337-DR
Hurricane Dorian	10/21/2019	FEMA-4468-DR

¹³ Broward County CEMP, Federal Emergency Management Agency



COVID-19	03/25/2020	FEMA-4486-DR
----------	------------	--------------

Natural Hazards

Hurricanes & Tropical Storms

Broward County has experienced 36 hurricanes and tropical storms between 1996 and 2020. The costliest hurricane was Hurricane Frances in 2004, a Category 4 storm causing over \$80 Million in damages in Broward County.¹⁴ The unique location of the Town on a barrier island makes it especially susceptible to hurricanes and requires a mandatory evacuation for any Category 1 or large storms forecasted to hit the Town. Evacuation of town residents may become increasingly more difficult especially if surrounding communities and counties are forecasted to be impacted by the storm.

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

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

The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal regions but do not appear to evaluate specific cities. Given the evaluation for other coastal cities in South Florida, we estimate the probability of the Town experiencing hurricane force winds to be between 14 and 17 percent in any given year.

Hurricane intensity is measured by the Saffir-Simpson Scale below.

¹⁴National Centers for Environmental Information – Storm Events



Table 6: Saffir-Simpson Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

From 1954-2018 there were 134 reported tornadoes in Broward County, Florida. There were six tornadoes in 2017, and five in 2016.

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

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

Broward County on average experiences 2.09 tornadoes each year. All areas of the county are equally exposed to this threat, including the Town and are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values may be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities and infrastructure damage can be minimal to severe. Environmental damage may also be significant due to destruction of vegetation and environmentally sensitive areas on the beach, such as damage to sea oats and sand dunes. Tornado intensity is measured on the Fujita scale shown below.

Figure 14: Enhanced Fujita Scale

EF Rating	Wind Speeds	Expected Damage
EF-0	65-85 mph	‘Minor’ damage: shingles blown off or parts of a roof peeled off, damage to gutters/siding, branches broken off trees, shallow rooted trees toppled.  
EF-1	86-110 mph	‘Moderate’ damage: more significant roof damage, windows broken, exterior doors damaged or lost, mobile homes overturned or badly damaged.  
EF-2	111-135 mph	‘Considerable’ damage: roofs torn off well constructed homes, homes shifted off their foundation, mobile homes completely destroyed, large trees snapped or uprooted, cars can be tossed.  
EF-3	136-165 mph	‘Severe’ damage: entire stories of well constructed homes destroyed, significant damage done to large buildings, homes with weak foundations can be blown away, trees begin to lose their bark.  
EF-4	166-200 mph	‘Extreme’ damage: Well constructed homes are leveled, cars are thrown significant distances, top story exterior walls of masonry buildings would likely collapse.  
EF-5	> 200 mph	‘Massive/incredible’ damage: Well constructed homes are swept away, steel-reinforced concrete structures are critically damaged, high-rise buildings sustain severe structural damage, trees are usually completely debarked, stripped of branches and snapped.  

Flooding / Sea Level Rise

The Town of Lauderdale-By-The-Sea is located on a barrier island that is 7 feet above sea level at its highest point and is subject to inland flooding. The Town completed a Stormwater Master Plan in 2020. Since that time, all major drainage issues, like the one identified in the Terra Mar neighborhood, have been addressed. The improvements included the installation of a main storm sewer trunk line on E Terra Mar Drive to help mitigate the flooding that regularly occurs on the island. There are no repetitive loss properties identified by the National Flood Insurance Program in the Town of Lauderdale-By-The-Sea.

Broward County as well as the Town of Lauderdale-by-the-Sea participate in the NFIP program.

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

The Town lies within Broward County. The FEMA Flood Zone Maps show that the Town has A, AE, AH, AO, VE and X flood zones. According to FEMA:

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-



chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

Pandemics

Pandemics are global in nature. However, they may start anywhere. The Town chose to analyze this hazard given the ongoing COVID-19 pandemic and potential for this kind of event to occur in any location at any time.

All populations should be considered at risk to pandemic. Buildings and infrastructure are not directly impacted by the virus/pathogen but could be indirectly impacted if people are not able to operate and maintain them due to illness. Many buildings may be shutdown, at least temporarily, as a result. Employers may initiate work from home procedures for non-essential workers in order to help stop infection. Commerce activities, and thus the economy, may suffer greatly during this time.

Human-Caused or Technological Hazards

Terrorism / Cyber-Terrorism

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

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

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

Cyber-attacks could occur anywhere within the Town or Broward County and, indeed, could originate from outside of the county while still having an impact on it. In May 2021, Colonial Pipeline fell victim to a ransomware attack that completely shut down their pipeline. The 5,500-mile Colonial system which runs from Texas to New Jersey carries over 100 million gallons of gasoline, diesel, jet fuel and home heating oil to the East Coast from refineries along the Gulf Coast. It delivers about 45% of the fuel for the East Coast.¹⁵ Ransomware could significantly disrupt or even cripple any municipality, large or small.

Hazardous Materials

Hazardous materials incidents can occur anywhere where there is a road, rail line, port, airport or fixed facility using, storing or manufacturing hazardous materials. A limited number of trucks on Town highways may be carrying hazardous material. Given the extensive network of canals and the Intracoastal Waterway, the Town would be more likely to be adversely impacted in the case of a fuel or oil spill from a boat than by hazardous material spills on the streets of the Town.

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

¹⁵ U.S. Department of Energy: <https://www.energy.gov/ceser/colonial-pipeline-cyber-incident>



Teams are trained in the identification and handling of radioactive source material. Pompano Beach trains their Fire Safety staff on Hazardous Materials, they do not have a designated HazMat unit.

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

Civil Disturbances

Broward County has a multi-ethnic population originating from countries with widely divergent political systems, religious beliefs, and educational backgrounds. As with any large metropolitan area with diverse cultures, civil disturbances must be anticipated and expected. The Broward County Sheriff's Office has the primary responsibility for gathering intelligence and maintaining law and order within this arena and maintains the SOP that outlines the coordination and handling of responses to civil disturbances.

Mass Migration

The control of immigration into the United States is the responsibility of the United States Department of Homeland Security (DHS). The Department of Homeland Security has created the OPLAN Vigilant Sentry Plan. OPLAN Vigilant Sentry describes the basic organization and structure by which Homeland Security Task Force – Southeast (HSTF-SE) will deploy resources and direct multi-agency operations to address a potential and full-scale mass migration event. This plan is outlined in the Broward County Mass Migration Plan.

Broward County and surrounding areas has a history of mass immigration from the Caribbean basin, particularly Cuba and Haiti. A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability in Broward County, and Lauderdale-by-the-Sea by overwhelming the delivery of essential services such as medical response and public safety. Armed violence abroad may also precipitate spontaneous mass immigration to south Florida. While the federal government has the primary responsibility for assuming control of mass immigration emergencies, the Town may have to provide humanitarian effort including: shelter, food, water, medical, and other social services. Broward County's Mass Migration Plan addresses such circumstance and is located in the CEMP.

Climate Change

The projected changes in the climate pose several challenges for Lauderdale-by-the-Sea. Future changes in the climate may exacerbate the frequency and impacts of the hazards previously mentioned. Longer more severe dry seasons coupled with shorter duration wet seasons, consisting of higher volume precipitation, will generate a pattern of drought and flood events that can impact our entire ecosystem. The predictions for climate change are as follows: increased air and ocean temperatures; changes in precipitation with wetter wet seasons and dryer dry seasons; more extreme hot and cold weather events; increased coastal erosion; continuous sea level rise; increased development of tropical diseases in plants, wildlife, and humans; increased strains upon and costs in infrastructure mitigation.



Organization & Staffing

Coordination of Municipal emergency response operations

The Town's coordination of activities at an incident site is the responsibility of the Incident Commander with control of these activities taking place at the Town's Emergency Operations Center. The Town's EOC is in Town Hall at 4501 North Ocean Dr. Lauderdale-by-the-Sea. The Field Operations Incident Commander is responsible for overseeing these activities, will be designated by the Town Manager and will most likely be the Police Captain, the Fire Chief or the Public Works Director, depending on the nature of the incident. The Incident Commander will directly notify the Town Manager of any incident which may potentially meet activation conditions. Upon activation, the Incident Management Team will coordinate actions to provide additional resources to incident scenes, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of NIMS.

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

Coordination with private sector emergency operations

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

Normal organization and staffing

The Town, by its Charter, has a Commission-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs approximately thirty-five (35) full time employees.

The Town contracts with public and private service providers, with the following being the primary service providers:

- Building Code Services – C.A.P. Government, Inc.
- Emergency Medical Services - American Medical Response (AMR)
- Fire Protection Services – Lauderdale-By-the Sea Volunteer Fire Rescue (VFD)
- Law Enforcement – Broward Sheriff's Office (BSO)
- Legal – Weiss, Serota, Helfman, Cole, Bierman, P.A.
- Code Enforcement – Calvin, Giordano & Associates, Inc.



- Building Services – CAP Government
- Town Engineer – Jay Flynn, Flynn Engineering
- Solid Waste & Recycling – Waste Pro
- Water Production and Sewage Treatment – City of Fort Lauderdale and City of Pompano Beach
- Debris Removal - Crowder Gulf
- Monitoring Firm - Witt O'Brien's
- Community Center operations – Armilio Bien-Aime
- Parking – Republic Parking Services, Inc.
- Beach Cleaning – Beach Raker

Concept of Operations

The National Incident Management System (NIMS) is a system mandated by Homeland Security Presidential Directive – 5 (HSPD-5) that provides a consistent nationwide approach for Federal, State, local and tribal governments; the private sector and non-governmental organizations (NGOs) to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. The NIMS indicates the core set of concepts, principles and terminology for interoperability and compatibility between multiple jurisdictions as outlined in the Incident Command System (ICS).

The ICS is designed to enable effective and efficient incident management by integrating the use of facilities, equipment, personnel, procedures and communications operating within a common organizational structure. ICS principles and procedures require the use of common terminology, modular organization, integrated communications, unified command structure, incident action planning, and manageable span of control, as well as pre-designated facilities and comprehensive resource management. The ICS management is structured to facilitate activities in five major functional areas: command, operations, planning, logistics and finance and administration.

Event recognition and plan activation

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

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

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



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

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

Public warning and emergency instruction

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

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

Residents and visitors to Lauderdale-by-the-Sea will additionally be alerted to events in the Town through a variety of outreach efforts.

- Lauderdale-by-the-Sea website: <https://lauderdalebythesea-fl.gov/>
- CodeRED Sign up: <https://public.coderedweb.com/CNE/en-US/5C03FDCE0684>
- Facebook: <https://www.facebook.com/lbtsgov/>

Alerting Special Populations

The Town, in coordination with AMR, maintains a list of those with Access and Functional Needs. The Town has developed a list of condo managers in CodeRED for rapid dissemination of alerts to those with AFN.

Initial field response actions

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



forward it to the Broward County Emergency Operations Center for the Broward County Joint Information Center (JIC) for distribution.

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

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

Once the incident includes multiple disciplines and/or agencies, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support, contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, approval, commitment, and use of assigned resources. Unified Command is used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan (IAP).

The Incident Commander or designee shall:

Before an incident (or during an incident for sudden onset incidents)

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's Emergency Operations Center equipment, communication systems, information tracking systems and supplies.
- Verify rosters, equipment and vendor inventory procedures are up to date.
- Establish communication with Broward County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Broward County Emergency Operations Center and other vital response sites such as staging areas, if appropriate.
- Place additional public and private sector resources and personnel on stand-by.
- Provide staff with folder of forms required to track time and resources during an incident.

During an incident

- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Broward County Emergency Operations Center.
- Determine the need and implement procedures to declare a State of Emergency and notify the Broward County Emergency Operations Center.



- Verify all resources are on stand-by to conduct a “rapid impact assessment” to define the impact of the event, prioritize operations and coordinate the information with the County Emergency Operations Center.
- Prepare and distribute an incident action plan (IAP) to prioritize and control the Town’s response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

Activation of the municipal emergency operations center

Numerous conditions may warrant activation of the Emergency Operations Center (EOC) prior to an event, during an event or once an incident has already occurred. The EOC may be activated by the Town Manager or in his/her absence the Acting Town Manager or the BSO Police Captain in charge of the BSO LBTS unit. When an emergency or disaster event threatens the Town and/or the Broward County Emergency Operations Center has been activated, the Town Manager will consider the need to activate the Town EOC and the Town’s CEMP. When the Town Manager (or Acting Town Manager or Police Captain) partially or fully activates its EOC, he or she shall notify the Incident Management Team to respond to the disaster needs of the community.

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

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

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

Levels of disasters

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



Table 7: Disaster Classification by Florida Statute

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



Table 8: Lauderdale-by-the-Sea EOC Activation Levels

Levels	Description
1	Full activation with all positions staffed and functional
2	Partial activation of specific positions within the Town Emergency Operations Center depending on disaster conditions and at the discretion of the Incident Commander
3	Monitoring of the situation and stand-by for higher activations if indicated

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



EOC Operations

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

Upon a decision to implement the CEMP and activate the Town EOC, it will be the responsibility of the Fire Chief, AMR Chief, the BSO Police Captain, and the Town Manager to notify, as indicated by the level of activation, key support staff and contractors who have responsibilities related to emergencies. They are responsible for notification of all necessary personnel in their agency or organization to ensure 24-hour staffing of the EOC. The first planning item to initiate once the decision is made to activate the CEMP/EOC is when can the CEMP/EOC be deactivated, as this is the priority.

Functions of the Municipal EOC

The functions of the Town EOC are to:

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



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

Response Action

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

Emergency Supplies

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

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

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



Emergency Facilities

Points of Distribution

The Town may operate a Point of Distribution (POD) at a location determined by the Town Manager/Incident Commander. The POD will provide life-sustaining emergency relief supplies including but not limited to food, water, ice, and tarps to the residents of Lauderdale-By-The-Sea who are impacted by a major disaster and widespread utility outages. The POD and all emergency response operations will be managed in compliance with Broward County standards and NIMS. The following locations have been identified as potential locations of PODs:

- **El Prado Parking Lot 4500 El Mar Dr. Lauderdale-by-the-Sea, FL**
- **Friedt Park 4501 Bougainvillea Dr. Lauderdale-by-the-Sea, FL**

Evacuation Shelters

The Town of Lauderdale-By-The-Sea is located within a hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Broward County once evacuation orders of the barrier islands have been issued. A list of shelters can be viewed here: <https://www.broward.org/Hurricane/Pages/Shelters.aspx>

Special Needs Shelters for those with medical conditions but do not require hospitalization should register by calling The Broward County Vulnerable Population Registry at: **954-831-3902**.

Staging Area

Should a large amount of response resources require temporary staging, the Town Manager will consult with the Municipal Services Director to choose an available area. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the Police Captain or his designee. The following locations have been identified as potential re-unification and staging areas:

- **Jarvis Hall 4505 N Ocean Dr. Lauderdale-by-the-Sea, FL**
- **Assumption Church 2001 S Ocean Blvd. Lauderdale-by-the-Sea, FL**

Public information during and after emergencies

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

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the EOC is activated; the Public Information Officer will coordinate with the County Incident Command. When the County JIC is in operation, it serves as the central point of public



information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of non-operational information.

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

Deactivation of EOC

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

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

Recovery

The Town is dedicated to returning the community to pre-disaster conditions or better. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it. As the EOC is phased out, it can transform into a Recovery Operations Center (ROC).

The transition from response activities to recovery may not be clear. The return to an evacuated area may be an extended period of time due to:

- Uninhabitable conditions – caused by lingering hazards, flooding or building collapse



- Lack of access or essential services - such as blocked roadways, lack of water, sewer, or electricity.

Agencies responsible for recovery functions must be activated and ready to perform assigned functions before the response phase is finished. There is a marked difference in the action required during the initial or short-term recovery phase, and the extended or long-term recovery phase. The different phases occur simultaneously throughout the community. Some neighborhoods functioning normally; others struggle through the short-term recovery phase, due to a lack of essential services. Simultaneously, other neighborhoods address long-term recovery projects, such as road rebuilding and repair.

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

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

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

Recovery activities will require continued coordination even after the EOC deactivates. Based on this the Emergency Management Director may request that one or more RSFs be activated to coordinate their activities through the ROC.

This center is activated following the deactivation of the EOC. Depending on the size and complexity of the disaster the ROC will operate virtually or as a fixed facility. The ROC provides the ability for recovery organizations to engage in uninterrupted integrated planning, and long-term coordination of resources and personnel while maintaining centralized control of post-disaster redevelopment operations.

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

- FEMA required damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities



- In coordination with the County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration (SBA) loans

The Town may choose to activate the Code Red Emergency Notification System to transmit vital recovery information to residents.

Long term recovery operations

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

In the aftermath of a large-scale disaster, the Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the National Disaster Recovery Framework. The National Disaster Recovery Framework (NDRF) provides guidance that enables effective recovery by defining recommended roles, responsibility, coordination and planning among Federal, States, Local, Tribal and Territorial jurisdictions. It also focuses on how best to restore, redevelop and revitalize the health, social, physical, economic, natural and environmental fabric of the community and build a more resilient Nation.

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

Public Assistance

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

Community Relations



The Town's Emergency Management Coordinator (EMC) will attend and participate in the Broward County Emergency Coordinating Council (ECC) and serve as point of contact for the ECC and attend bi-monthly meetings.

Communications

In accordance with NIMS and Florida Statutes Chapter 252, the Town will coordinate emergency operations with the Broward County EOC and neighboring jurisdictions as necessary. The Town will deploy a liaison to represent the Town at the Broward County EOC during a critical incident or disaster. During the event, the Town liaison will communicate with the Town primarily by telephone, cell phones, e-mail and satellite communications.

Coordination with Broward County

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

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

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

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

The Town will route all media releases through the County Joint Information Center to ensure regional consistency. The Town EOC will forward all municipal Incident Action Plans and Situation Reports to the County EOC for informational purposes. The Town of Lauderdale-by-the-Sea also maintains a Crisis Communications Plan available online on the Town's website, and a hardcopy located with the Town Clerk.

Coordination with local, State of Florida and Federal agencies

The Town's EOC will coordinate with field response and recovery sites such as the points of distribution and the staging areas by cell phone and/or the Broward County 800 MHz radio system or Town VHF radio frequency. In the event that all communications are inoperable due to disaster impact, the Town is prepared to continue communications via satellite phones or other means.

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

The Town EOC will coordinate all initial communications with higher levels of government through the County EOC until such time as it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team



members within the Town, and once the Town becomes engaged in the financial reimbursement process. At this time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Police Captain and Fire Chief have access to the 800 MHz radio system. A representative of the Town will be in the EOC whenever it is activated to provide ongoing communications with the Broward County Dispatch.

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

Satellite phones are issued to key personnel to utilize in case of cellular failure. The following staff are customarily provided with satellite phones:

- BSO Capt.

Policies & Protocols

Municipal Resources

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

Direction and Control

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

In addition, in recognition that emergency conditions might make it difficult for the Town Commission to convene, Article V. Sec. 5.2 paragraph (4) of the Town Charter provides that “The Mayor-Commissioner may govern the Town, by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger or emergency.” This is interpreted to mean the Mayor may act in the place of the Town Commission by proclamation during times of grave public danger or emergency, but the Town Commission may meet and determine whether such conditions exist or not.

Continuity of Government

During the absence or disability of the Town Manager, the Deputy Town Manager / Public Works Director shall execute the Town Manager's emergency powers.



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

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

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

- Deputy Town Manager / Public Works Director
- Finance Director
- Development Services Director

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

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

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

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

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

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

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

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



If a non-sustainability determination is made, then the Town may request that Broward County Board of County Commissioners temporarily assume all local governmental responsibilities in accord with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and shall be re-evaluated upon termination of the designated timeframe.

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

Leadership for Management of Municipal Emergency Operations

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

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

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

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

Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

- Entering into contracts.
- Incurring obligations.
- Employment of permanent and temporary workers.
- Utilization of volunteer workers.
- Rental of equipment.
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- Appropriation and expenditure of public funds.



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

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

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

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

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

[Passage of Emergency Ordinances and Regulations](#)

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

[Chain of Command for Town Emergency Operations](#)

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

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



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

Financial and Resource Management

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

Responsibility for Financial Management Operations

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

Pre-disaster Preparations for Financial Management

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

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

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

- Debris removal
- Protective measures
- Roads, signs and bridges
- Water control facilities
- Buildings and equipment
- Public utilities
- Parks, recreation and other
- Monitoring Firm (auditor)



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

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

Financial Management Procedures

Immediate Actions Needed for Authorization of Emergency Declaration

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

Methods for Emergency Purchases

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

The Town has a fuel contract where all Town vehicles will fuel up for Public Works, and where Police, Fire and EMS contractors may obtain fuel.

Vendor Invoice Information Requirements

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment: the supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town.

Supplier/contractor/vendor shall indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town but may also include an additional mission/assignment number for the County and the State.

Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics Section are responsible for coordinating the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are



responsible for maintaining a log of purchase orders issued and turning all documentation into the Logistics Section Chief at the shift change. The ICS Form 260 will be completed for resource orders.

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

Each invoice or purchase order shall have the following information included in its hardcopy back- up when it is turned over to the Logistics Section Chief:

- name of person requesting resources,
- date and time of request,
- mission/assignment number for the Town, and if applicable, the County and the State,
- description of resources procured,
- anticipated length of assignment that resources are needed,
- date and time of requested delivery,
- person assigned to accept delivery,
- location of delivery,
- cost per unit,
- special demobilization instructions,
- name of vendor taking request,
- vendor tax id number, and
- contact information.

Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. As the Town utilizes employees and contractors, the timesheets are turned into the appropriate contractor directly. As timesheets are submitted by the contractor for invoicing and payment by the Town, each day's notation shall include the following information:

- Individual authorizing emergency operations work for employee,
- date requested,
- mission/assignment number for the Town of Lauderdale-By-The-Sea, County or State,
- location employee worked,
- length of hours per day (including start and finish time), and
- duties performed.

Final Disposition of Financial Documentation

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



Cost Recovery

The Town may utilize contractors and vendors. Following the procurement process is critical to ensure processes do not violate town ordinances. Broward's Countywide Recovery Process along with Lauderdale-by-the-Sea ordinances are the references for ensuring contracts are compliant. Ideally, contracts and vendor approvals are done prior to a disaster. Broward's Countywide Recovery Process details what to do if additional contacts are needed:

Contract Staff

Contracted laborers are hired due to the increase in labor that is needed to recover from any disaster or during any special event. If there are not enough volunteers to assist in the workload, and a department has exhausted their personnel, hiring labor force resources is inevitable. In some circumstances, contracted staff used to perform emergency work is a reimbursable expense under the FEMA's PA Program. To ensure eligibility of these contracted services, the contract must be competitively bid and follow all local, State and Federal procurement laws. A competitive bidding process must be reported unless this work was performed under an existing contract that had an emergency clause. All damage assessment reports are to be given to the Incident Commander and the Emergency Manager. The reports must be gathered and shared with the county EOC in a timely fashion. Documentation procedure enables a city to be reimbursed when a disaster is federally declared. More details on this process are in the Broward's Countywide Recovery Process (CRP).

Resource Management

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

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

Physical Resources (expendable and non-expendable resources)

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

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics Section Chief will make a request of the Broward County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the



State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics Section Chief to the Town of Lauderdale-By-The-Sea Municipal Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

Resources by Municipal Agency or Municipal Contractor

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

Classification of Physical Resources

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

Inventories Accessed and Utilized

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

Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows:

- activate and direct deployment of additional local resources to the incident site(s);
- request mutual aid assistance from existing jurisdictions who have entered into a Mutual Aid Agreement;
- purchase, rent, or lease supplies and equipment;
- obtain donated resources from businesses, individuals, or volunteer groups;
- contract for necessary services to support emergency operations.

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

Tracking Procedures for all Resources

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance and removal. Deployment and tracking of resources committed to debris management are the responsibility of the Operations Section Chief in accordance with the FEMA approved Debris Management Plan. In compliance with the resource management procedures outlined above, the Logistics Section Chief will track resource needs and assign a mission number. The Logistics Section Chief will complete the appropriate ICS form which details the following information for resource/equipment check-in including:

- requesting entity,
- brief statement of need,
- originating entity,



- method of delivery and location of delivery,
- associated expendable resources,
- anticipated duration,
- funding etc.

All resources that are the property of the Town will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information.

The Town has access to emergency management software, Web EOC, through Broward County.

Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics Section Chief shall approve all personnel and equipment deployments as directed by the Town Manager/Incident Commander. In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town Logistics Section Chief will work cooperatively with the Operations Section Chief and the Planning Section Chief to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency.

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

Personnel Resources

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

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



Testing, Training, and Exercises (TT&E)

The Town Manager and the assigned EMC will support development and maintenance of the CEMP to ensure it contains current information regarding essential functions, critical information, equipment and vital records. The plan must also be kept current with data regarding alternate operating facilities, continuity communications, succession and delegation. This review of the CEMP should occur at least annually or after any training, exercise or actual event.

Testing. Testing of readiness should occur at least quarterly. This includes a test of vital records backup procedures, continuity communications protocols and department employee alert systems. Such testing procedures can be included with facility safety testing schedules.

Training. Training will be conducted annually for all department staff. CEMP training may be incorporated into department staff meetings, included as part of overall emergency preparedness training events or provided as stand-alone CEMP focused training events. Those with critical CEMP focused responsibilities (especially EMC) will obtain a more comprehensive annual training.

The EMC will provide just-in-time CEMP implementation refresher training to those assigned to support the CEMP and to staff members arriving at alternate facilities. This training will focus on alternate facility use, available services, communications, equipment use, vital records backup and security.

CEMP preparedness also requires the EMC to cross-train their staff members to step into all critical positions that support high priority essential functions. In case of an epidemic/pandemic or other loss of staff, programs need to have significant backfill staff ready. If the positions are specialized to the extent that cross-training is not feasible, then temporary sources must be identified as part of the training program. For essential functions that can be deferred, there may be time for sufficient cross-training after the event occurs.

Exercises. Exercise events include: plan review seminars; focused drills on CEMP implementation procedure; discussion based tabletop exercises; or functional exercises involving the activation of the EOC. CEMP exercise events will be conducted to validate plan elements, and identify CEMP implementation procedures that need improvement or clarification. Exercises also allow staff members to remain fluent with the plan and procedures, including using systems and equipment to ensure their readiness. The Town of Lauderdale-by-the-Sea participates in annual exercises hosted by the Broward County Emergency Management Division.

Ideally the Town's exercise event will involve the participation of other departments and jurisdictions to ensure effective interdepartmental (or interagency) interoperability. The Broward County Office of Emergency Management will serve as the interface for inter-department CEMP training, planning and exercising.



Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)

The Town of Lauderdale-by-the-Sea has various MOUs/MOAs in place to help ease the burden during times of emergencies. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality “any power, privilege, or authority which such agencies share in common and which each might exercise separately” by entering into an Interlocal Agreement.

- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Fort Lauderdale**
- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Pompano Beach**



Emergency Support Function 4 (Fire Fighting)

Emergency Support Function 4 deals with the issue of firefighting during the response and recovery phases of a disaster.

Lead Agency

Lauderdale-by-the-Sea Volunteer Fire Department (LBTS VFD)

Support Agencies (Mutual Aid)

Broward County Mutual Aid System

Scope

The firefighting resources of the primary and support agencies listed under ESF 4 are utilized under any level of activation of the Town of Lauderdale-by-the-Sea's EOC.

- The available resources of ESF 4 include personnel, facilities, equipment, vehicles and supplies.
- ESF 4 will be utilized for planned events [deemed by the United States Department of Homeland Security (DHS) as a National Special Security Event (NSSE) (e.g. Super Bowl)], major county disasters or complex incidents, major state-wide disasters, and terrorist attacks within the local community, county, or state.

Purpose

It is the responsibility of ESF 4 to provide and coordinate the human, technical, equipment, facility, materials, and resources of, or obtainable by ESF 4 agencies to support the firefighting needs of municipal, local, state, and federal governments during a major emergency or disaster. This is to be accomplished by use of the available and obtainable resources, which will be deployed to achieve the following:

- Suppress fires.
- Conduct search and rescue operations.
- Inspect facilities to determine if fire hazards exist that endanger the occupants and community.
- Inspection of fire hydrants to assure operation and adequate water supply prior to re-population of a community.
- Support ESF 8 in providing medical assistance for disaster victims.
- Support ESF 8 in assuring adequate EMS coverage in impacted areas prior to re-population of communities.

Concept of Operations

- Lauderdale-by-the-Sea Volunteer Fire Department is the lead agency for ESF 4.
- The Town Manager or designee will notify the ESF 4 primary contact in the event of an incident or disaster.
- ESF 4 shall monitor developing problems, prioritize and develop plans to mitigate incidents or concerns.

Organization

- The Town Manager is responsible for managing the availability and participation of designated individuals within ESF 4.



- The Town Manager will review and update this section of the Lauderdale-by-the-Sea CEMP as needed or annually at a minimum.
- The Town Manager will coordinate with the ESF 4 lead agency to maintain an emergency contact list.
- LBTS VFD, as lead for ESF 4, will be required to establish and maintain a database of available resources that may be required for a disaster.
- Designated ESF 4 personnel must have the delegated authority of their agency to commit and procure resources as needed.

Direction & Control

The procedures for receiving, evaluating, prioritizing and dispatching firefighting resource requests are as follows:

- ESF 4 may receive resource requests from the EOC.
- The ESF 4 prioritizes these resource requests based upon urgency and available resources.
- It is the responsibility of the EOC Director to monitor any and all resource requests aligned with ESF 4 and assure appropriate action is taken.
- If the resource request exceeds available resources, a request is made to the EOC Logistics Section for mutual aid.
- ESF 4 has a direct link communication to their command post.
- ESF 4 will interface with the Town Manager or Designee to expedite the priorities of the function, if local resources become exhausted, requests for assistance will be made in accordance with mutual aid agreements.

ESF 4 Interface

ESF 4 may interface with any of the represented ESFs within the Town's EOC as well as neighboring fire rescue departments.

Preparation

During the preliminary phases prior to a disaster, the following tasks must be accomplished:

- Contact the designated ESF 4 support personnel.
- Arrange for 24-hour coverage.
- Establish communications with Broward County ESF 4.
- Perform a preliminary vulnerability evaluation based upon predicted conditions and transmit to the Town Manager or designee.
- Confirm operation of all notification and communication systems.
- Acquire an updated inventory list of available resources from all firefighting agencies within the Town.

Response

The response phase of an incident or disaster requires the coordinated completion of a number of specific actions. The following represents a list of those basic response actions for ESF 4:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion in situation reports.



- Collect data and prepare reports in a designated time period established by county and state EOCs.
- Use information gathered from the community and other agencies to help identify on-going issues, problems, concerns, and threats.

Recovery

The recovery phase of an incident or disaster places an entirely new set of duties and responsibilities upon ESF 4. The following represents a list of those basic recovery actions:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion on the situation reports.
- Establish staging areas of mutual aid responders and deploy these teams as needed.
- Assure adequate coverage for each shift.



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: Resolutions

Subject Title: Resolution 2022-57 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Explanation: The Town's building permit fees are primarily based on a percentage of the job cost. This is standard across Broward County and it is a good way to ensure that the building permit fees increase consistent with the costs to administer the building permit program. The structure of the building permit fees was established in 2012 when CAP government established themselves as the contractor to administer the building permit process in Lauderdale-By-The-Sea.

There are also fees included in the building permit program that are outside of the permit value. These fees are primarily related to additional services outside of the standard permit. For example, costs to cover additional inspections that are over and above the standard inspection included in the original permit fee; the issuance of certificates of occupancy, expired permit costs, change of contractor, and hourly rates for additional consultations of building and planning staff.

Staff has reviewed the current Building Fee schedule and after review and consultation with our contractor is recommending amendments as follows:

- Update the surcharge costs required by the Broward County Board of Rules and Appeals to reflect the current surcharge rate;
- Reduce the fees charged for pools from 2% to 1.5% of job value; and
- Increase charges outside of the permit job costs by approximately 10% across the board to account for inflation. These charges have not been updated since the original fees were established in 2012. The exact fees are as discussed above and are further outlined in the Resolution 2022-xx.

Finally, the Town is suggesting that we add a service for our customers. Florida Statute (Exhibit 2) requires contractors to record a notice of commencement for many improvements to real property. This procedure requires permit holders to drive to the County administrative building to record their document. The Town can electronically record documents and we are suggesting that we add a cost to cover the County charges and include an administrative fee to cover staff charges and the fee for the service that the Town uses.

Proposed Resolution 2022-57 (**Exhibit 1**) amends the Town's current building fee schedule to address the Town's newly adopted building permit administration contract with CAP Government. In addition to instituting a fee for the recordation of Notices of Commencement, the Town is suggesting amending the set rate for certain types of building permits as follows:

Recommendation: Staff recommends approval of Resolution 2022-57

Attachments:

Ex. 1 Resolution 2022-57 Building Permit Fee Schedule

- 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
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27

15
16
17
18
19
20
21
22
23
24
25
26
27

17
18
19
20
21
22
23
24
25
26
27

22
23
24
25
26
27

24
25
26
27

26
27

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

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

32 **WHEREAS**, the Town adopted Resolution 2019-23 to amend the fee schedule to amend
33 Engineering fees to be current with its Engineering contract and to include a set rate for
34 Engineering review services to be consistent with the building department fees; and

35 **WHEREAS**, the Town would like to amend the fee schedule to update building permit
36 fees to account for increased building department administration costs due to inflation; and

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

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

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

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

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

Section 4. **Conflict.** Resolution Nos. 2019-23, 2018-34, 2017-45, 2017-28, 2017-25, 2017-09, 2016-02, 2012-42 and 2011-43 and 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 be deemed to be effective passage and adoption.

PASSED AND ADOPTED this 13th day of December 2022.

MAYOR CHRIS VINCENT

ATTEST

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

(a) Permit Processing Fees.

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

(b) Calculation of permit fee.

- (1) Permit valuations shall include total value of the work including labor and materials for which the permit is being applied for.

- (2) The building permit fee shall be calculated based on the cost of construction or project. This cost may be determined in the following ways as determined by the Building Official:

- a. Cost of construction as submitted by the applicant;
- b. Copies of signed contracts for work to be permitted; or
- c. Using the values in the most recent edition of the RS Means Construction Valuation System.

(c) Mandatory State and County fees.

- (1) Broward County Board of Rules and Appeals Surcharge:

A fee equal to the greater of \$2.00 or ~~\$0.65~~ .52 for each \$1,000.00, or fraction thereof of “Total Construction Cost” shall be collected for any building electrical, plumbing, mechanical, engineering, and liquefied petroleum permit issued, including but not limited to permits issued for alternations, repair, installation and demolition.

“Total Construction Cost” shall be provided by the permit applicant or designer of record and approved by the Building Official using contracts, current R.S. Means catalog, or other methods.

- (3) Florida Statute 553.721 Department of Business and Professional Regulation Surcharge - 1.0 percent of the permit fee or a minimum of \$2.00.

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

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

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

(d) Building Permit and Inspection Fees.

(1) **Minimum Permit Fee.** ~~\$85.00~~ 90.00

(2) **Building Permit Fees.**

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

a. Permit fee calculation table.

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

b. Plan review fees.

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

1. Building disciplines. The building permit fee includes review by one construction discipline. If more than one discipline must review or inspect the project, then an additional discipline fee, including zoning, of ~~\$85.00~~ \$90.00 for each applies.

a. Re-inspections will be billed as follows:

<u>1. First Occurrence</u>	<u>\$ 75.00</u>
<u>2. Second Occurrence</u>	<u>\$ 150.00</u>
<u>3. Third Occurrence</u>	<u>\$ 225.00</u>
<u>4. Fourth and all subsequent Occurrences</u>	<u>\$ 300.00</u>

2. Engineering. The engineering fees for each permit are calculated based on the permit fee calculation table as follows:

a. Permit Fee calculation table

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

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

Flood Plain Management	\$125	\$125
------------------------	-------	-------

- b. Reinspection will be billed at \$125.00. All other engineering costs will be calculated at \$250 per hour.
- c. Miscellaneous permits include but are not limited to doors, garage doors, windows, storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any miscellaneous electrical, plumbing, or mechanical permits covered by the Florida Building Code.

(e) Plan Revisions after permit is issued.

(1) Change of Plans/revisions each discipline ~~\$85.00~~ 90.00

- a. Plus additional permit fees- verification of additional cost of job including all systems

(2) As determined by the Building Official, if the proposed change represents a major alteration of the floor plan, or configuration of the structure that requires extensive reexamination or computation, then the original permit shall be voided, and one half (1/2) of the original permit fee may be applied to the new permit.

(3) Change of Contractor ~~\$85.00~~ 90.00

(4) Product approval or review of shop drawings after permit is issued ~~\$85.00~~ 90.00

(f) Technical and Additional Consultation Services

(1) Plan Reviewer, per hour or portion thereof ~~\$125.00~~ 140.00

(2) Engineer \$250.00

(3) Planner \$95.00

(g) Extension of Permit.

(1) Permit Extension Prior to Initial Permit Expiration. 5% or ~~\$85.00~~ 95.00, whichever is greater

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

(h) Expired permits.

- (1) An applicant may apply one time to reinstate a permit within six (6) months after expiration of that permit, the application fee is half (1/2) of the original fee with a minimum of ~~\$85.00~~ 95.00, provided the application is for the same permit, the same plans on the same property, and that no refund has been made.
- (2) A permit which has been reinstated once, may not be reinstated a second time. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (3) Application to reinstate an expired permit shall not be accepted more than six (6) months after the expiration of the permit. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (4) Section (m), Fee for work without a permit, applies if applicable.

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

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Residential	\$150.00 <u>165.00</u>	\$125.00 <u>140.00</u>	
Multi-Unit Residential	First Unit \$85.00 <u>95.00</u> Each Additional Unit \$50.00 <u>55.00</u>		
Commercial	\$250.00 <u>275.00</u>		
Shell Buildings			
			\$150.00 <u>165.00</u>

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

EXHIBIT “A”

RESOLUTION 2022-XX
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Others			\$85.00 <u>95.00</u>

- (j) **Permit Card Replacement** \$55.00 ~~50.00~~
- (k) **Additional Services.**
- (1) Business Tax-Building inspection (for all disciplines) \$150.00 ~~165.00~~
- (2) Overtime, Specialty, and After Hours Inspections: 4 hour minimum at \$97.50 per hour or fraction thereof
- ~~(3) Re-inspections~~
- ~~a. First Occurrence~~ \$65.00
- ~~b. Second Occurrence~~ \$130.00
- ~~c. Third Occurrence~~ \$195.00
- ~~d. Fourth and all subsequent Occurrences~~ \$260.00
- (4) Recording Notice of Commencement \$12.50 service fee plus \$12 per page
- (l) **40 Year Building Safety Inspection Program Fee.** \$300.00 ~~350.00~~
- (m) **Fee for work without a permit.** Double the Permit Fee
- (n) **Refund of Permit Fee.**
- (1) For permit fees paid after March 14, 2017, the permit holder may request a refund if the project is abandoned prior to commencement of construction. The Building Official is authorized to

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

EXHIBIT “A”

RESOLUTION 2022-XX *Town of Lauderdale-By-The-Sea*

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective January 1, 2023

approve a refund less the cost of work performed by the Town, administrative expenses, and nonrefundable fees paid by the Town.

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

r:\0 agenda\commission agendas 2022\12-13-22\development services\cap contract\ex-1 reso 2022-xx building permit fees - fee update.docx

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



Town Commission Agenda Item Report

Meeting Date: December 13, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: Resolutions

Subject Title: Resolution 2022-56A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES; PROVIDING FOR WAIVER, AUTHORIZATION TO EXECUTE, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE

Explanation: In 2011, the Town issued an RFP for building plans review and inspection and selected CAP Government ("CAP"). The Town and CAP entered into a three-year agreement in 2012 with a right to exercise two, one-year extensions. CAP began providing building services for the Town on January 3, 2012. The 2012 contract subsequently expired on August 26, 2017, after two, one-year extensions and was renewed for a three-year term with two (2) contract extension periods of one year each on August 15, 2017. Now that the two (2) contract extension periods of one year each have been exercised, the contract must be renewed.

During the 2017 contract renewal period, the Commission considered requesting proposals and decided that the continuity of service was in the best interest of the community, so they opted to waive the Purchasing Manual's bidding requirements and negotiate a new contract with CAP. The 2017 contract was executed for a three-year term with two (2) periods of one year each. In addition, the 2017 contract was amended to include a restructured revenue-sharing formula, definition of key terms, expanded termination provisions, and updated Chapter 119 Public Records regulations.

Since the last contract renewal, Town staff continues to receive generally positive feedback from the building department's customers, and they give CAP good ratings for customer service of CAP employees. Based on the service received thus far, Staff is recommending the Town Commission approve a waiver of the Purchasing Manual's bidding requirements for building services and authorize the Town Manager to execute the proposed agreement (**Exhibit 1**) with the following noted adjustments to the original contract:

1. CAP will provide a dedicated staff person to assist applicants in completing the Electronic Plan Review ("EPR") applications. This person is not required to work in the offices of the Town. However, they should be available to assist Town applicants with completing and processing these electronic permits. (This is a new term to ensure that appropriate customer service is being provided.)
2. At the end of the Term, the Town will have the option to renew the Agreement for two (2) periods of two years each. The Town would be able to exercise both two-year renewals or may exercise

only the first two-year renewal at the end of the Term. (Previously, the Town had an option for two – 1-year terms.)

3. In the event that the gross Building Services Fee revenue exceeds One million, two hundred thousand dollars (\$1,200,000) during the Town fiscal year (October 1 through September 30), CAP Government's payment beginning in the month that such revenue exceed \$1,200,000 and for the remaining of the same fiscal year shall be reduced to seventy percent (70%) of Net Revenue, and calculated on a calendar monthly basis and the Town shall receive thirty percent (30%) of Net Revenue for the month that such revenue first exceeds \$1,200,000 and for the remainder of the same fiscal year. (This amendment increases the adjustment from \$800,000 to 1,200,000 to reflect inflation rates.)
4. Notwithstanding the above condition, Cap Government Inc. shall be compensated 50% of the Net Revenue received for permits issued because of work without a permit, and the Town shall receive the remaining 50% of the Net Revenue. (Currently, work without permit fees are split with CAP and the Town as outlined in #3 above).

Recommendation: We recommend the Commission:

1. Approve Resolution 2022-56 which provides a waiver of the Purchasing Manual's bidding requirements for building services; and,
2. Authorizes the appropriate Town Officials to execute the proposed Agreement (Exhibit 1) with CAP, Government, Inc.

Attachments:

- Ex. 1 Resolution 2022-56
- Ex. 2 Ex A to Resolution (Cap Contract)
- Ex. 3 Ex A to Contract (RFP)
- Ex. 4 Ex B to Contract (CAP Response)
- Ex. 5 ExB1 to Contract (Addendum for EPR)

- 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

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) finds it in the best interest of the Town to continue outsourcing building plans review and inspection services in the Town (the “Services”); and

WHEREAS, on November 29, 2011, the Town selected C.A.P. Government, Inc. (“CAP”) to provide the Services pursuant to RFP 12-10-01 and approved an agreement for the Services; and

WHEREAS, the Town Commission extended the agreement with CAP on November 16, 2016 and August 15, 2017, finding that the continuity of the Services was in the best interest of the Town and waiving the bidding requirements in the Town's Purchasing Manual; and

WHEREAS, the term of the agreement with CAP has been extended for 90 days by the Town Manager pursuant to the Purchasing Manual, following its expiration on September 30, 2022, and is set to expire; and

WHEREAS, the Town wishes to continue utilizing CAP for the Services; and

WHEREAS, Town Staff has recommended that the Town Commission approve and authorize the extension of the Agreement with the CAP; and

WHEREAS, the Town Commission desires to approve an agreement with CAP in substantially the form attached hereto as Exhibit “A” (the “Agreement”) for the Services; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Agreement with CAP for the Services.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Agreement with CAP for the Services.

Section 3. Waiver of Purchasing Manual. The Town Commission hereby waives the Purchasing Manual for the Services.

Section 4. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto as Exhibit “A,” with CAP for the Services, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

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

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 13th day of December, 2022.

Mayor Chris Vincent

Attest:

54
55
56
57
58
59
60
61
62
63
64
65

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA
AND
C.A.P. GOVERNMENT, INC.
FOR
BUILDING PLANS REVIEW AND INSPECTION SERVICES**

This Agreement is made and entered into the 13th day of December, 2022 by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation, ("**TOWN**"), and C.A.P. Government, Inc. ("**CONTRACTOR**") for Plans Review and Building Inspection Services ("Agreement"). References in this Agreement to "Town Manager" shall include the Town Manager of the TOWN or her designee.

WITNESSETH:

WHEREAS, in 2010 the TOWN issued a Request for Proposals for Plans Review and Building Inspection Services, RFP No. 12-10-01 (the "**RFP**"), and on November 29, 2011, the Town Commission selected the firm of C.A.P. Government, Inc.; and

WHEREAS, the TOWN entered into an Agreement with CONTRACTOR on December 19, 2011 and thereafter TOWN exercised its right to renew the Agreement and extended the terms through December 31, 2016; and

WHEREAS, on November 15, 2016, the TOWN waived the Purchasing Manual requirements, extended the Agreement beyond the expiration date and approved a 120-day extension through April 28, 2017; and

WHEREAS, on March 14, 2017, an additional extension of 120 days was approved to August 26, 2017; and,

WHEREAS, on August 15, 2017, the Town Commission waived the Purchasing Manual's bidding requirements and approved an extension of the terms through September 30, 2022; and,

WHEREAS, the Town Manager, following the Purchasing Manual, authorized a 90-day extension while staff was reviewing the contract terms and conditions; and

WHEREAS, on December 13, 2022, the Town Commission waived the Purchasing Manual's bidding requirements and approved this Agreement, extending the terms through September 30, 2027 and adding additional scanning and electronic plan review ("EPR") services to this Agreement as detailed in Exhibit "B-1"; and,

WHEREAS, TOWN and CONTRACTOR desire to enter into this Agreement whereby the duties and obligations each to the other are set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, TOWN AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit "A"** and the CONTRACTOR'S Proposal, attached hereto and incorporated herein as **Exhibit "B"** and **Exhibit "B-1"**. The services required by **Exhibit "A"**, **Exhibit "B"**, **Exhibit "B-1"**, and this Agreement shall be collectively referred to as "Services".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of CONTRACTOR'S Services pursuant to this Agreement. The provisions and requirements of **Exhibit "A"** are hereby ratified and confirmed and are incorporated herein by this reference. CONTRACTOR shall comply with each and every provision of the RFP.
- 1.3 CONTRACTOR shall provide zoning inspections and zoning plan review as requested by TOWN. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR to perform this service.
- 1.4 CONTRACTOR shall, at no additional charge to TOWN, provide staffing sufficient for the volume of work and the hours of operations. This shall include a dedicated staff person to assist applicants in completing the Electronic Plan Review ("EPR") applications. This person is not required to work in the offices of TOWN. However, they should be available to assist TOWN applicants with completing and processing these electronic permits.
- 1.5 CONTRACTOR shall notify TOWN at least five (5) business days in advance of the change of any personnel providing Services under this Agreement.
- 1.6 If requested by Town Manager, CONTRACTOR shall render additional Services, such as, but not limited to:
- A. After-hours response for building code issues;
 - B. Special projects; or
 - C. Comprehensive emergency management response.
- Any such additional work shall be performed at the hourly rate set forth in the schedule of fees included in **Exhibit "C"**, which supersedes the rates in **Exhibit "B"**.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on December 13th, 2022, and shall terminate on September 30, 2027, ("**Term**") unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- 2.2 At the end of the Term, the TOWN shall have the option to renew this Agreement for two (2) periods of two years each ("**Renewal Term**"). TOWN may exercise both two-year renewals or may exercise only the first two-year renewal at the end of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term or any Renewal Term, pursuant to Section 4 of the Agreement.

- 2.2.1 Each Renewal Term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the Term of this Agreement beyond the period referred to above.
- 2.2.2 TOWN shall exercise its right to an extension of the Term of this Agreement by notifying CONTRACTOR in writing by certified mail, return receipt requested or by hand delivery, of its election to exercise its option to renew this Agreement. Said notice shall be provided not later than sixty (60) days prior to the expiration of the Term, or any Renewal Term.
- 2.3 If TOWN requests, CONTRACTOR agrees to provide Services to TOWN for an additional one hundred twenty (120) day period beyond the expiration of the Agreement at the then established rates. TOWN shall notify CONTRACTOR no later than sixty (60) days before the CONTRACT expires if such additional Services are requested.

SECTION 3. COMPENSATION

- 3.1 The following definitions shall apply to the terms used in this Agreement:

Building Services means all CONTRACTOR Services and any service which CONTRACTOR or TOWN provides in order to process, approve, inspect, close out or otherwise administer any permit or building approval related to the construction, alteration, or demolition of any new or existing structure.

Building Service Fees mean those fees that are established at the sole discretion of the Town Commission to fund its Building Services function and includes the zoning review fee. The current fee schedule is set forth in Resolution 2022-57, which may be amended from time to time.

Net Revenue means gross revenue from Building Service Fees less refunds, Pass-Through Payments, and any fees collected by the CONTRACTOR on behalf of the TOWN such as fire related fees, Town Engineer fees, and any other professional fees.

Pass-Through Payments means those required state and county collections pursuant to Florida Statutes 553.721 and 468.631, and Broward County Section 43.1, as may be amended from time to time.

- 3.2 CONTRACTOR shall be compensated for its Services at a rate equal to seventy-five percent (75%) of Net Revenue received by TOWN from Building Service Fees collected by TOWN and one hundred percent (100%) of the education fee.
- 3.3 In the event that the gross Building Services Fee revenue exceeds One Million Two Hundred Thousand Dollars (\$1,200,00.00) during a TOWN fiscal year (October 1 through September 30), CONTRACTOR'S payment shall be reduced to seventy percent (70%) of Net Revenue, and the TOWN shall receive thirty percent (30%) of Net Revenue for the month that such revenue first exceeds \$1,200,000.00 and for the remainder of the same fiscal year.
- 3.4 Notwithstanding the above, CONTRACTOR shall be compensated 50% of the Net Revenue CONTRACTOR receives for permits issued because of work without a permit, and TOWN shall receive the remaining 50% of the Net Revenue.

Building Services Agreement

- 3.5 CONTRACTOR will collect fees on behalf of the TOWN such as Fire and Town Engineer fees and TOWN will retain one hundred percent (100%) of said revenue.
- 3.6 Notwithstanding the above, during the term of this Agreement, CONTRACTOR shall receive thirty-five percent (35%) of the Net Revenue for all projects owned, paid for or to be operated by the TOWN, and TOWN shall receive the remaining Net Revenue.
- 3.7 TOWN shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act; however, payment may be withheld by the Town Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.8 Notwithstanding any provision of this Agreement to the contrary, Town Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR that has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by TOWN.
- 3.9 Payment shall be made to CONTRACTOR at:
- C.A.P. Government, Inc.
Attention: Carlos A. Penin, P.E., President
343 Almeria Avenue
Coral Gables, FL 33134
- or by Electronic Funds Transfer (EFT) as determined by the TOWN.
- 3.10 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by TOWN.
- 3.11 Building Service Fees are established at the sole discretion of the Town Commission and the current fee schedule is authorized by Resolution 2022-57. The fees listed as Building Service Fees are the only fees CONTRACTOR may collect.
- In the event the TOWN decreases Building Service Fees, at the request of the CONTRACTOR, TOWN and CONTRACTOR shall negotiate appropriate changes in the compensation to CONTRACTOR to offset the difference in the revenue. If the parties cannot agree, then CONTRACTOR may invoke its right to terminate for convenience and TOWN will not implement the decrease in Building Service Fees during the cancellation period
- 3.12 TOWN will pay one hundred percent (100%) of the Pass-Through Payments to CONTRACTOR who shall forward those funds, less any applicable processing discount, to the appropriate state or county agency with a copy of such payment to TOWN.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by TOWN or the CONTRACTOR if a breach has not been corrected within ninety (90) days after written notice from the aggrieved party identifying the breach.

Building Services Agreement

Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

In the event this Agreement is terminated for cause, CONTRACTOR shall be paid for any Services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONTRACTOR shall refrain from performing further Services or incurring additional expenses under the terms of this Agreement unless specifically requested by TOWN.

- 4.2** This Agreement may be terminated for convenience of the TOWN upon not less than one hundred and twenty (120) days' written notice by TOWN to the CONTRACTOR.

This Agreement may be terminated for convenience of the CONTRACTOR upon not less than three hundred and sixty five (365) days' written notice by CONTRACTOR to the TOWN.

In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any Services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONTRACTOR shall refrain from performing further Services or incurring additional expenses under the terms of this Agreement unless specifically requested by TOWN. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN'S right to terminate this Agreement for convenience.

- 4.3** This Agreement may be terminated by the Town Manager upon such notice as the Town Manager deems appropriate in the event Town Manager determines that termination is necessary to protect the public health, safety, or welfare.

- 4.4** Notice of termination shall be provided in accordance with "Notices" Section 7.7 of this Agreement, except that notice of termination by Town Manager to protect the public health, safety or welfare pursuant to Section 4.3 may be verbal notice that shall be promptly confirmed in writing within 5 business days in accordance with the "Notices" section of this Agreement.

- 4.5** Upon the notification for the termination of this Agreement:

4.5.1 In the TOWN's sole discretion, CONTRACTOR shall complete Services for which the CONTRACTOR has been paid.

4.5.2 TOWN may take over work or any portion. Until such time as TOWN may take over the work or any portion thereof, CONTRACTOR agrees to cooperate in good faith and provide optimal service delivery of Services to TOWN.

4.5.3 Should TOWN complete the work initiated by the CONTRACTOR, TOWN may negotiate a refund from CONTRACTOR for the work of which the CONTRACTOR was paid.

4.5.4 Any compensation payable to CONTRACTOR shall be withheld until all documents and information are provided to TOWN pursuant to Section 7.2 of this Agreement. In no event shall the TOWN be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

4.6 After the expiration or termination of this Agreement:

4.6.1 CONTRACTOR shall continue to provide all Services necessary to inspect, close out or finalize or otherwise dispose of each permit issued by CONTRACTOR during the term of this Agreement, and shall for a period of one year maintain office space within 10 miles of the TOWN's Development Services Department or at an agreed upon location, for the purpose of providing the public with access, to obtain building and inspection services for any work permitted by CONTRACTOR.

4.6.2 CONTRACTOR agrees to cooperate in good faith and provide optimal Service delivery in the transition of the Services to TOWN.

The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 5. INDEMNIFICATION

5.1 CONTRACTOR shall at all times indemnify, and hold harmless and defend, the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, in the performance of this Agreement or in any way arising from this Agreement, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services hereunder, or failure to provide such Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement. The provisions of this indemnity shall survive the expiration or termination of this Agreement.

5.2 To the extent considered necessary by the Town Manager and the Town Attorney, 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 by TOWN.

5.3 In any and all claims against TOWN, or any of their agents or employees, or by any employee of the CONTRACTOR, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 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, or any sub-contractor under Worker's Compensations Acts, Disability Benefit Acts or other Employee Benefits Acts. Nothing in this section shall affect the immunities of the TOWN pursuant to Chapter 768, Florida Statutes.

SECTION 6. INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage shall include a minimum of:

- 6.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws.
- 6.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage and for Hired & Non Owned Auto Liability.
- 6.3 **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for Bodily Injury and Property Damage. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

The TOWN is to be specifically included as an additional insured for the liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this Agreement. CONTRACTOR'S insurance, including that applicable to the TOWN as an additional insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.
- 6.4 **Professional Liability (Errors & Omissions):** \$2,000,000.00 policy to be written on a claims made basis.
- 6.5 **Certificate of Insurance:** Prior to the execution of this Agreement, CONTRACTOR shall provide the Town Manager with evidence of insurability from the CONTRACTOR'S insurance carrier or a Certificate of Insurance. Prior to commencement of any Services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverage's. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to

provide endorsements or a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services hereunder, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

- 6.6 Deductibles or Self-Insured Retentions.** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, at any time subsequent to the execution of this Agreement, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

SECTION 7. MISCELLANEOUS

- 7.1 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. Upon termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONTRACTOR to the Town Manager within seven (7) days of termination of this Agreement or on the date agreed to by the parties. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

- 7.2 Audit and Inspection Rights and Retention of Records.** TOWN shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

When the Florida Public Records Act is applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFP for CONTRACTOR Services.

- 7.3 **Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of Services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 **Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.5 **Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such Services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 **Third Party Beneficiaries.** Neither CONTRACTOR nor 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 the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed

Building Services Agreement

to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CONTRACTOR: Carlos A. Penin, P.E., President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

FOR TOWN: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy To: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 640-4200
Fax: (954) 776-1857

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) business days written notice of such change to the other party.

- 7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Manager, which shall be in his/her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, which shall be subject to his or her written approval.

7.8.1 CONTRACTOR represents that all persons delivering the Services have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services and to provide and perform such Services to TOWN'S satisfaction for the agreed compensation.

7.8.2 CONTRACTOR shall perform its duties, obligations and Services under this Agreement in a skillful and respectable manner.

7.8.3 In the event that the Town Manager becomes dissatisfied with the performance of any personnel, which includes employees, independent contractors, or subcontractors, performing Services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service within three (3) business days. TOWN retains the right to immediately request a transfer if, in the sole opinion of the TOWN, the person in question is a danger to the health, safety and welfare of the workplace.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any Services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement. CONTRACTOR shall not give gifts to the Mayor or to any Town Commissioner during the term of this Agreement and CONTRACTOR shall in all respects comply with the Broward County Code of Ethics as it applies to municipalities.

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 Agreement or the proceeds thereof.

- 7.10 Contingency Fee.** CONTRACTOR warrants that 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. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elect to terminate this Agreement. An election to terminate

this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

- 7.14 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 **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 text of this Agreement, as it may be amended, shall prevail and be given effect. Next in priority shall be the RFP attached hereto as “**Exhibit A**,” and last in priority shall be CONTRACTOR’S proposal, attached hereto as “**Exhibit B**” and “**Exhibit B-1**”.
- 7.16 **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.17 **Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with SECTION 7.16 above.
- 7.18 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.19 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.20 **Multiple Originals.** This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.21 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.22 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.23 **Public Records under Chapter 119.** CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- 7.23.1 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.
- 7.23.2 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.
- 7.23.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- 7.23.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) business 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.
- 7.23.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- 7.24 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.25 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.26 **E-Verify.** 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 Agreement. 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 Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Building Services Agreement

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

C.A.P. GOVERNMENT, INC.

By: _____
Mayor Christopher Vincent

By: _____
Carlos A. Penin, P.E., President

By: _____
Lucila Lang, Finance Director

By: _____
Linda Connors, Town Manager

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney

Exhibit A
Exhibit A to 2017 CAP contract

Town of Lauderdale-By-The-Sea



**REQUEST FOR PROPOSAL
No. 12-10-01**

***PLANS REVIEW & BUILDING
INSPECTION SERVICES***

RFP OPENING: Wednesday, November 2, 2:00 P.M.

**Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308**

Exhibit A to 2017 CAP contract

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA REQUEST FOR PROPOSALS NO. 12-10-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

PLANS REVIEW & BUILDING INSPECTION SERVICES

The Town intends to award a contract to a firm to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), November 2, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section G, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-776-1857
Email: junew@lbts-fl.gov

RFP documents may be obtained via the Internet at the the Town of Lauderdale-By-The-Sea website at www.lbts-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Exhibit A to 2017 CAP contract

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B.	General Information	2
C	Scope of Work	2
D	Technical Requirements	13
E	Background Screening	14
F	Insurance	15
Part II	RFP General Information	16
A	Definitions	16
B	Invitation to Propose	16
C	Contract Awards	16
D	Proposal Costs	17
E	Inquiries	17
F	Delays	17
G.	Pre-proposal Meeting	17
H	Proposal Submission	17
I	Proposal Format	18
J	Proposal – Procedural Information	21
K	Public Records	22
L	Irregularities; Rejection of Proposals	22
M	Evaluation Method and Criteria	22
N	Representations and Warranties	23
O	Town Contract	24
Exhibits	Forms	Page
	RFP Form A: Qualifications Statement	1
	RFP Form B: Reference Form	3
	RFP Form C: Price Proposal Form	4
	RFP Form D: Proposer's Certification	6
Appendix		
	Appendix A: Proposed Building Permit Fee Schedule	A-1

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town is requesting sealed proposals from qualified and experienced firms for Plans Review and Inspection Services in accordance with requirements of Chapter 468, Part XII, Florida Statutes (Building Code Administrators and Inspectors), the Florida Building Code, the Town Code and all other applicable laws and codes. Upon the Town Commission's ranking of the qualifications of the firms recommended by the Evaluation Committee, the Town will enter into negotiations with the number one ranked firm on a schedule of fees for services to be performed under the contract. If no contract is reached the Town will enter into negotiations with the next firm ranked in descending order.

The Town has received numerous complaints about the perceived high cost of securing building permits, particularly for small projects; the complex fee schedule; the time it takes to receive plan approval; and inconsistent or incomplete communication about code requirements. As a result, the Town is seeking proposals from alternative providers of plans review and building inspection services and has developed a much simpler fee schedule that we intend to adopt when we enter into a contract with the successful proposer to this RFP.

The Town's goals are to:

1. reduce review time on plans review;
2. simplify the review & inspection process and costs for small renovations;
3. improve communication with builders, architects, and homeowners who are undertaking construction or renovation projects in Lauderdale-by-the-Sea; and
4. develop a reputation as a municipality where plans review and building inspections are conducted in a fair, timely, and competent manner.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

B. GENERAL INFORMATION

The Town of Lauderdale-by-the-Sea (hereinafter referred to as "Town") is a 1.5 square mile beachside community of 6,056 permanent residents. The population increases to 10,000 in the late fall through the winter. The Town is located on the barrier island, directly north of Fort Lauderdale.

Lauderdale-by-the-Sea is characterized by low-height residential and commercial structures in the southern section of the Town and by single family neighborhoods and condominiums in the northern section. The hospitality industry is an important part of the Town's economy and contributes greatly to its appeal and character. The Town is 98% built out, but expects to experience redevelopment and renovation of existing buildings in the coming years for two reasons. 1) Many of the Town's commercial structures and much of the southern residential area were constructed in the 1950s and 1960s, and 2) the Town is embarking on a significant infrastructure and beautification capital program to rejuvenate the Town's appearance that we believe will spur economic redevelopment

The Town has contracted with Broward County for Plans Review and Building Inspection services for over ten years and utilizes the County's plans review and inspection fee schedule, with a 10% surcharge added to cover the Town's oversight and overhead expenses. Broward County personnel are housed in the Town Hall facility.

C. SCOPE OF WORK

GENERAL

It is the Town's intent and the purpose of these specifications to secure a qualified firm(s) to provide and perform the duties of the Chief Building Official, Chief Inspector, Plan Examiners, and Inspectors as defined in the South Florida Building Code as amended from time to time by the Broward County Board of Rules and Appeals, hereinafter referred to as the "FBC" relative to building, roofing, plumbing, gas, electric, mechanical, HVAC, and to issue permits, perform inspections and perform other FBC duties in the name of and on behalf of the Town. The goal of this RFP is to obtain PROPOSERS who can provide the subject services at lower rates and in a more expedient fashion than what is currently provided.

The PROPOSER shall also provide all necessary support staff to fulfill the requirements of this scope of work. The PROPOSER shall also develop a proposed building services fee schedule as part of the proposal. (Town staff will conduct zoning reviews for building permits and do the zoning inspections.)

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Town is unable to predict the workload that the PROPOSER will have to perform as the amount of development and redevelopment fluctuates from month to month and from year to year. Nor can the Town guarantee the amount of income the PROPOSER can derive from this work.

The successful Proposer shall be an independent contractor. The individuals assigned to work for the Town by the PROPOSER shall be employees of PROPOSER and shall be subject to the written approval by the Town. Neither PROPOSER nor PROPOSER'S employees shall be Town employees.

The successful PROPOSER shall execute a written contract with Town for approval by the Town Commission.

The Town will provide office space for personnel employed by the successful PROPOSER assigned to Town work at the Town's municipal facilities.

REQUIRED INSPECTION SERVICES

Inspection services shall be conducted under all applicable federal, state and local laws, rules, regulations, directives, codes and ordinances. For each discipline, the successful PROPOSERS shall provide, or be able to provide, a minimum of two (2) persons with all applicable licenses and certifications required pursuant to Florida Statutes, Broward County regulations, and all applicable law. All personnel performing services pursuant to this RFP shall have at least three (3) years experience in their respective disciplines or more as may be specifically provided herein.

QUALIFICATIONS OF PROPOSER

The PROPOSER shall have a minimum of five (5) years of successful experience in providing Plan Review and Inspection Services to other local government entities in the State of Florida. A summary of the PROPOSER'S contracts for comparable work for the past five (5) years shall be provided. The summary shall show the name of the government entity, description of the services provided, dates of service and term of contract, rates and fees, and the name, phone number and email address of the person employed by that local government entity that oversees the PROPOSER'S work.

See Section D for the required qualifications of personnel that will be assigned to work on this proposal.

FINANCIAL STABILITY OF PROPOSER

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

PROPOSER shall demonstrate financial stability and provide the following evidence of such stability:

A copy of the PROPOSER'S last three annual financial reports, last three audited financial statements, most recent 10K and 10Q report (the latter reports if applicable). In the event the PROPOSER does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last three calendar years.

Financial reports provided shall include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flows.

RESPONSIBILITIES

- 1. Responsibilities of the PROPOSER shall include but not be limited to the following:**
 - a. Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction and the Town.**
 - i. Review applications for compliance with submittal requirements, including contractor's licensing and insurance, and other agency approvals.**
 - ii. Route applications to appropriate staff for compliance and regulatory reviews and comments.**
 - iii. Monitor review status to ensure prescribed performance standards are met.**

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- iv. Contact and/or respond to contractor, applicant, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- v. Inspect and monitor permitted construction within Town limits, for compliance with applicable building codes, Town codes and ordinances, and permitted plans and specifications.
- vi. Generally perform inspections between 8:00am and 5:30pm, Monday through Friday. The PROPOSER may perform inspections in off-hours upon request and charge additional fees for that service, based on hourly rates for the different inspection disciplines as outlined in the response to this RFP. The PROPOSER shall be compensated for that off-hours work in accordance with the hourly rates established in the contract between the Town and the PROPOSER..
- vii. Maintain records of inspections and investigations on forms and in formats approved by the Town.
- viii. Provide and enter data into a software application provided and maintained by the PROPOSER that processes, tracks and monitors permit, plan review, and inspection activity, contains plan review comments and approvals, schedules pending and daily inspections, records date of C.O. PROPOSER shall provide updates in real time, and all data shall be the property of the Town. The application should be capable of recording and reporting property and permit history. The Town shall be provided with the capability of viewing information in the software application by the PROPOSER. PROPOSER shall be responsible for all costs associated with providing, maintaining and updating the software application.
- ix. Prepare written reports of the following, but not limited to: number of permit applications submitted, number of permits approved, including

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

the average number of days between permit application and permit approval, inspections, number and type of inspections, number of building permits issued for construction projects in excess of \$100,000, outcomes, investigations of complaints and other reports as may be required by the Town.

- x. Monitor all permits issued and use the Town's Special Magistrate to adjudicate expired permits.
- xi. Conduct inspections and enforce the Broward County Forty Year Building Safety Inspection Program and use the Town's Special Magistrate to adjudicate violations.
- xii. Review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. Comply with all requirements for state and federal funding and for state or federal reimbursement.
- xiii. Perform any other related services required by the Town and all other governmental agencies having jurisdiction.
- xiv. Coordinate with the Town's Planning Staff or Town's outsourced consultants, including without limitation, the Development Review Committee, the Town's Fire Marshall and the Town's Code Enforcement Officers.
- xv. Coordinate activities with County Boards and Agencies, including without limitation, the Broward County Board of Rules and Appeals, and the Florida Building Commission, such as when the Building Official has deemed a structure unsafe. Provide services with regard to Unsafe Buildings as described in the FBC, inspect, post and record

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

violations, and conduct public hearings and provide support to the Unsafe Structures Board.

- b. Perform these duties during normal business hours or as may be altered by mutual agreement.
 - c. Assign one full time Permit Technician with excellent customer service skills and one backup person to cover vacation and other leave, sufficient so as to have full coverage of the Town's Development Services Office's front counter at all times between the hours of 8 am and 5 pm Monday through Friday except during the lunch hour and other than on the Town's designated holidays. During these business hours, the PROPOSER'S staff shall answer telephone calls made to the building services line, assist individuals who physically come to the office to drop off plans, make inquiries about the review and permitting process, costs, and regulations and provide general services for all related inquiries.
 - d. It is expected that the Chief Building Official assigned to the TOWN by the PROPOSER shall be physically present at TOWN offices as many times a week as necessary to assure that the terms of the contract with the TOWN are being met, to meet with residents, builders and developers as the TOWN deems necessary, and to effectively supervise PROPOSER'S staff.
 - e. PROPOSER'S staff shall be available upon request of the Town Manager or Assistant Town Manager, at no additional compensation, to attend meetings with Town staff, outside parties whom the Town staff may invite, and to attend Town Commission meetings when requested to do so.
 - f. PROPOSER'S staff shall also be available when necessary to attend and give testimony at hearings before the Code Magistrate, Unsafe Structures Board, or Board of Adjustment, or other legal or quasi-judicial proceedings at no additional compensation.
2. Services shall be provided in emergency situations as follows:

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- a. During a declared emergency PROPOSER shall be responsible for conducting initial damage assessment and safety inspections in coordination with the Municipal Services, Police and Fire Departments and the Code Enforcement section of the Development Services Department.
(PROPOSER should propose service costs for each category of storm or disaster if applicable)
- b. PROPOSER shall work with the Town during post disaster times, in restoring Plan Review and Inspection Services pursuant to the FBC, executive orders of the Governor, and other applicable law. PROPOSER shall provide personnel to assist with damage assessment teams. PROPOSER shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services and as required to obtain local, state and federal relief and reimbursement, as applicable.
- c. PROPOSER shall provide personnel in each discipline who shall be able to respond within one (1) hour (24hours/day/7 days/week) to any type of emergency call-out by the Town's Manager, Fire Marshall, Police Department or any authorized Town representative.

PERFORMANCE STANDARDS

Plan reviews will be performed in accordance with the following time constraints:

1. Building Permits for fences, hot water heaters, limited window and door replacements, signs, and other permits that are reviewed by a single discipline shall be reviewed and commented on, or approved by all disciplines, within two (2) business days after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
2. Building Permits to construct or do significant renovation on a Single Family Home, Duplex or Triplex residences must be reviewed, and commented on or approved by all discipline that must review the plans within six (6) business days

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

in total after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).

3. Building Permits to construct or renovate commercial buildings or multi-family residential buildings that contain more than three residences must be reviewed and commented on or approved by all disciplines that must review the plans within ten (10) business days in total after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
4. Plans that are resubmitted to respond to earlier comments must be reviewed by each discipline that provided comments requiring redesign or clarification within two (2) business days of receipt of the resubmitted plans by the Town; however, full review and approval or additional comments shall be completed in no more than six (6) business days after the plans are submitted.
5. Plans reviews for building permits for work to correct a serious safety violation shall take priority and shall be completed in no less than three (3) business days after the plans are submitted to the Town and approved by other required agencies (e.g. zoning, fire marshal, environmental or health agencies).
6. Responses to consumer inquiries (written or verbal) will be provided within two (2) business days of receipt by telephone, email or letter.
7. A minimum of 90% of inspections shall be performed within twenty four (24) hours of request or the next business day after the request is made on a Friday, a weekend day, or the day before a designated holiday, provided that the inspection request was made no later than 3:30 p.m. on the business day prior to the date requested.

In the event an inspection cannot be done within the above-referenced 24 hour window, the PROPOSER shall notify the contractor by 5 p.m. on the day that the inspection was to have been done that the inspection will be rolled over to the following day. Rolled-over inspections must be given priority the following business day and be completed by noon of that following day unless the contractor requests that the inspection be done after noon.

QUALITY CONTROL

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Town retains the right to assign a Town representative or an independent contractor to oversee the work of the proposer, including the right to accompany and observe inspectors on their inspections.

TOWN APPROVAL OF PERSONNEL

Assignment of the PROPOSER'S personnel to the Town's work is subject to written approval of the Town. In addition, the Town Manager shall have the right to request the removal of specific personnel assigned by the PROPOSER to the Town's work, which request shall not be arbitrary or capricious. Such requests must be submitted to the PROPOSER in writing and the PROPOSER shall comply with the request within ten (10) working days or more quickly at the request of the Town if the reason for the request warrants quick action.

VEHICLES AND PERSONNEL EQUIPMENT :

1. The PROPOSER shall provide, maintain, and insure in accord with Town requirements, the vehicles necessary to perform the services set forth in this RFP. All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating condition, with the name of the PROPOSER and the number of the vehicle printed in letters not less than three inches (3") high.
2. While performing services pursuant to this RFP, PROPOSER'S personnel shall wear a uniform shirt with the logo of the PROPOSER, shall have a Town ID badge visible on their person, and be equipped with a cellular telephone. A list of all cellular telephone numbers of PROPOSER'S personnel assigned to the Town shall be submitted to the Assistant Town Manager upon execution of a contract between the PROPOSER and the Town and that list shall be updated and provided to the Town on a regular basis.

COMPENSATION FOR SERVICES

The compensation proposed by the PROPOSER for the services outlined in this RFP should be presented as a percentage of the gross Permit & Building Fees collected for permit reviews and building inspections the PROPOSER completes according to the Schedule of Fees as set forth in Exhibit A to this RFP.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

It is permissible for the PROPOSER to request compensation in a different percentage for the minimum fees established in Exhibit A and from the compensation percentage for all other fees. It is also permissible for PROPOSER to propose a compensation schedule that is calculated on a sliding scale based on gross fee collections. For example, a PROPOSER might propose compensation equal to 80% of the fees collected up to a certain dollar amount of fees collected in a fiscal year, then a lower percentage as the dollar amount of the gross fees collected increases.

Under no circumstance will the Town consider a minimum dollar compensation amount for the services to be rendered under this RFP.

Regardless of the compensation realized by the PROPOSER as a result of the compensation formula proposed, the PROPOSER will be required to perform all of the work required, meet the standards required by this RFP, and provide services to with excellent customer service and care.

The PROPOSER shall collect, on the Town's behalf, all fees in accordance with the fee schedule in Exhibit A and remit them to the Town bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, the PROPOSER shall submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by the PROPOSER in the prior month and show the calculation of the PROPOSER'S compensation due from the Town.

The Town will pay the selected PROPOSER monthly in accordance with the Florida Prompt Payment Act. Payment, or a portion of payment, may be withheld for failure of the PROPOSER to comply with the terms, conditions or requirements of the contract. Undisputed amounts shall be paid. The contract shall provide for mediation of disputed amounts.

The Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with the successful PROPOSER to gain an understanding of the impact the pending changes in the fee structure will have on the PROPOSER'S ability to continue to perform under the terms of the contract. Should the Town decide to reduce the fees in the fee schedule to the extent that the PROPOSER can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and the successful PROPOSER may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission. or the PROPOSER may give notice as required by terms of the contract to terminate the contract.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

TRANSITION PLAN

The Town currently contracts with Broward County for Plan Review and Inspection Services. Ensuring a smooth, seamless transition is of critical importance to the Town. PROPOSER shall provide a detailed description of how the PROPOSER suggests services be transitioned from Broward County to the PROPOSER. The Town retains the right to modify the transition plan in its sole discretion after discussions with Broward County and the PROPOSER.

TERM OF CONTRACT & TERMINATION PROVISIONS

1. The Town anticipates entering into a contract with the successful PROPOSER for a three year term, with the opportunity for two (2) one year renewals at the Town's option.
2. Notwithstanding, the contract shall be terminable at will by either the Town or the successful proposer upon provision of one hundred and twenty (120) days written notice from either party.
3. In the event the contract is terminated, the successful proposer will be paid for any work performed up to the date of termination, provided that the PROPOSER has 1) cooperated in good faith to make a smooth and harmonious transition to such other entity that the Town selects to assume responsibility for Plans review and Building Inspection Services, and 2) remitted to the Town all fees collected on behalf of the Town. That smooth transition shall include the timely transfer to the Town or its contractor all files, reports and records that relate to Plans Review and Building Inspections performed by the PROPOSER in the Town. PROPOSER shall specifically waive any and all rights to seek any additional sums or damages from the Town due to being terminated other than the PROPOSER'S right to compensation for work performed before the termination date as described earlier in this paragraph.
4. In the event of termination of the contract, the Town may decide in its sole discretion, to have the PROPOSER complete plans review and/or inspections of work previously worked on by PROPOSER. In such cases, the PROPOSER shall

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

be compensated by the Town for that work in accordance with the compensation terms of the contract.

EVALUATION COMMITTEE

The Town Manager shall assign an Evaluation Committee to determine the responsiveness of each proposal. Failure of the PROPOSER to have provided required information in their RFP response will disqualify any proposal as non-responsive, and such proposal will not be considered. The Evaluation Committee may, however, waive small irregularities in the proposal that are not material to the evaluation of the proposal. The Evaluation Committee may disqualify any proposal that make false statements.

The evaluation of Proposals and the determination of conformity and acceptability will be based on information furnished by the PROPOSER as well as such information reasonably available to the Town. The Evaluation Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall provide the Town in a timely manner all such additional information for this purpose that the Town may request.

Proposals will be evaluated and ranked based on, among additional factors, the following:

1. The Proposer's past experience and performance on comparable contracts.
2. The quality of the firm's professional personnel to perform the services outlined in this RFP.
3. The minimum amount of hours the Proposer commits to assign the Building Official, Plans Reviewers, and Inspectors to be working and physically present in the Town per week.
4. The proposed cost of the service.

Each member of the Evaluation Committee will review and evaluate each Proposal. The full Evaluation Committee will then convene to determine which proposals, if any, are non-responsive, to review and discuss evaluations of the remaining proposals, and to rank the Proposers.

Depending on the number of proposals submitted, the Evaluation Committee may short-list the firms down to three (if available) and then rank those three firms.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

The Evaluation Committee may also decide to interview the short-listed Proposers before determining their final ranking of the proposals.

The Evaluation Committee shall forward their rankings to the Town Commission. The Town Commission shall make the final Evaluation decision, based on information provided from the Evaluation Committee.

D. TECHNICAL REQUIREMENTS

QUALIFICATIONS OF PROPOSER'S PERSONNEL

The PROPOSER shall insure that the individuals assigned to perform the work called for in this scope of service have the licenses and/or certifications outlined below and any additional licenses or certifications that Broward County or the State of Florida require to perform the work described during the term of any contract with the Town. It shall be the duty of the PROPOSER to monitor the required licenses and certification of individuals assigned to the Town's work to make sure that they are and remain current. The PROPOSER shall immediately remove an individual from assignment to perform Lauderdale-by-the-Sea's work if their required license or certification lapses or is suspended.

Chief Building Official: The individual proposed to serve as the Town's Chief Building Official shall comply, at the time of submission of this proposal, with all the requirements of the FBC and hold a current License from the State of Florida, as a Chief Building Official and also be certified by Broward County as a Chief Building Official.

The PROPOSER shall suggest the name of the Chief Building Official in his/her proposal. The PROPOSER and Town must agree to the designation of Chief Building Official and the PROPOSER may not change that designation without the written consent of the Town Manager.

Plans Examiners (Structural, Electrical, Mechanical and Plumbing): The individuals proposed to serve as the Plans Examiners shall comply, at the time of submission of this proposal, with all the requirements of the FBC and hold a current License from the State of Florida to review plans in the respective discipline practiced. The individuals are also required to be Broward County-certified as Plans Examiners.

Inspectors (Chief Structural, Chief Electrical, Chief Mechanical and Chief Plumbing): The individuals proposed to serve as Inspectors shall comply, at the time of submission of this proposal, with the requirements of the FBC and hold a current

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

License from the State of Florida as an Inspector in their respective disciplines. The individuals are also required to be Broward County -certified as Inspectors.

Permit Technicians: PROPOSER shall assign one full time Permit Technician with excellent customer service skills and one backup Permit Technician to cover vacation and other leave, sufficient as to have full coverage of the Town Development Services office at all times between the hours of 8 am and 5 pm Monday through Friday except on Town designated holidays and only with exception of the hour between noon and 1 pm each day. Permit Technicians assigned to LBTS should have at least two (2) years of experience processing building permits for a Florida municipality.

All personnel assigned by the PROPOSER to the Town's work shall be fluent in English and have excellent customer skills. Conversational Spanish is an additional beneficial skill.

E. BACKGROUND SCREENING

The successful PROPOSER shall certify that each of its staff personnel assigned to the Town has undergone a criminal background investigation and that no person assigned to Town work has been convicted of any felony or any misdemeanor involving moral turpitude.

F. INSURANCE

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

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 \$2,000,000 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.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Part I – Statement of Work

- 3. Comprehensive Automobile Liability Insurance** - \$500,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$500,000 Hired & Non-Owned Auto Liability.
- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-776-0576
Email: junew@lbts-fl.gov

B. INVITATION TO PROPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 12-10-01 QUESTION".

The Town will respond to written inquiries received at least 3 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

To: Town of Lauderdale-By-The-Sea

RFP No. 12-10-01

Title: _____

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. **Letter of Transmittal**
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. **Title Page**
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. **Table of Contents**
Include a clear identification of the material by section and by page number.
4. **Organization Profile and Qualifications**
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- ☐ Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- ☐ A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- ☐ Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

- ☐ Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

L. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet set standards;
- B. availability of qualified personnel

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

- C. compensation.
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

End of Part II

Exhibit A to 2017 CAP contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Exhibit A to 2017 CAP contract

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

12. Provide the following information concerning all contracts for plans review and/or building inspection services **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

2. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

3. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

4. Name of Contact _____
 Title of Contact _____
 Telephone Number: _____ Fax Number _____

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Proposed Fee Schedule For Services
(INSERT HERE)

Proposed Billing & Payment Schedule
(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

Additional Services

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

Exhibit A to 2017 CAP contract
PLANS REVIEW AND BUILDING INSPECTION SERVICES
Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM D

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

Exhibit A to 2017 CAP contract

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____

Signature

Print Name and Title

Mailing Address

State of _____
County of _____

Sworn to and subscribed before me this ____ day of _____, 2011.

Notary Public

My Commission Expires:

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

LAUDERDALE BY THE SEA PROPOSED BUILDING PERMIT FEE SCHEDULE

A. Calculation of permit fee.

The cost of construction or project may be determined in the following ways as determined by the Building Official:

1. Cost of construction as submitted by the applicant.
2. Copy of a signed contract for work to be performed
3. Using the values in the most recent edition of the RS Means Construction Valuation System.

The Building Official has the discretion to choose which one of the three methods used best reflect the true cost of work being performed.

B. Mandatory State and County fees.

1. Broward County Board of Rules and Appeals Surcharge - \$0.60 per \$1,000.00 cost of construction.
2. Florida Statute 553.721 - 1.5 percent of the permit fee or a minimum of \$2.00, and 468.631 - 1.5 percent of the permit fee or a minimum of \$2.00.
3. Education fee - 0.2 percent of the permit fee.

C. Permit Processing Fees.

The full permit fee is due at time of submission. Should work discontinue, then a prorated share of the fee may be returned as determined by the Building Official.

D. Building Permit Fees.

Fees for each permit that are calculated on the basis of a percentage of construction cost include fees for review by one construction discipline. If more than one discipline must review or inspect the project, then the additional discipline fees outlined apply.

1. New Construction - Residential
 - (a) 2.00 % of total construction value plus \$85.00 for each discipline.
 - (b) Minimum permit fee \$85.00

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

2. New Construction – Commercial

- (a) 2.00 % of total construction value, plus \$85.00 for each discipline.
- (b) Minimum permit fee \$85.00

3. Residential Additions or Alterations

- (a) 3.00 % of total construction value, plus \$85.00 for each discipline.
- (b) Minimum permit fee \$85.00

4. Commercial Additions or Alterations

- (a) 3.00 % of total construction value, plus \$85.00 for each discipline
- (c) Minimum permit fee \$85.00

- E. Roofing Permit Fees 1.50 % of total construction value, plus \$85.00 for each discipline.
- F. Swimming Pool Permit Fees 5.00 % of total construction value, plus \$85.00 for each discipline.
- G. Miscellaneous Permit Fees 2.00 % of total construction value, plus \$85.00 for each discipline.

Miscellaneous permits include doors, garage doors, windows, storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any miscellaneous electrical, plumbing, or mechanical permits covered by the Florida Building Code. Should the Building Official determine that a permit is needed for work being performed and that the minimum permit fee and the percentage multiplier do not adequately assess a fee necessary to hold the City revenue neutral, then Building Official shall notify the applicant in writing of the time necessary to review and issue the permit and at what hourly rate, based on the disciplines necessary for the review.

- H . Minimum Permit Fee. \$85.00

All permits issued are subject to a minimum fee of \$85.00. Should any permit calculation result in a fee of less than \$85.00, then the minimum permit fee shall apply.

- I. Demolition of Buildings 1.00 % of Total Project Value

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

J. Elevators, Escalators, and other Lift Devices Regulated by Broward County

K. Change of Contractor \$85.00

L. Plan Revisions after permit is issued

Plan revisions and corrections before and during application process may be assessed additional hourly fees if resubmitted.

If the proposed change represents a major alteration of the floor plan, or configuration of the structure that requires extensive reexamination or computation, then the original permit shall be voided, and one half (1/2) of the original permit fee may be applied to the new permit.

M. Re-inspections

1. First Occurrence	\$65.00 except for permits pulled by an owner-builder, in which case, the first re-inspection fee will be waived.
2. Second Occurrence	\$130.00
3. Third Occurrence	\$195.00
4. Fourth and all subsequent Occurrences	\$260.00

The Building Official may waive re-inspection fees, based on extenuating circumstances.

N. Overtime, Specialty, and After Hours Inspections

4 hour minimum at \$97.50 per hour or fraction thereof

O. Permit Card Replacement \$ 35.00

P. Penalty for work without a permit Double the Permit Fee

Q. Expired permits/extensions

If the applicant applies for permit renewal within the time period stated in the Florida Building Code, the renewal fee shall be one half (1/2) of the original fee, or \$85.00, whichever is greater.

Exhibit A to 2017 CAP contract

Appendix A

Lauderdale-By-The-Sea RFP No. 12-10-01

If the renewal application is made after the time period stated in the Florida Building Code, application for a new permit must be made, accompanied by payment of the full fee.

R. Certificate of Occupancy

1. Residential	\$150.00
2. Commercial	\$250.00

S. 40 Year Building Safety Inspection Program

All applications for recertification or extension	\$400.00
---	----------

Exhibit B to 2017 CAP Contract

cap government

November 10, 2011

Town of Lauderdale-by-the-Sea
Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

Re: Request for Proposals No. 12-10-01 for Plans Review and Building Inspection Services

Dear Selection Committee:

C.A.P. Government, Inc. (CAP) understands that the Town of Lauderdale-by-the-Sea (Town) is seeking qualified proposers to provide plans review and building inspection services for the Town's Building Department. CAP has extensive experience providing services similar to the scope presented in the RFP and is prepared to provide plans review and building inspection services from the Town's municipal facilities.

Our staff is 100-percent committed to delivering the levels of service required and expected by the Town to fulfill the obligations of the contract including reducing the turn-around time on plans review, simplifying the review and inspection process, improving communications with customers, and enhancing the public's perception of the services offered by the Town's building department. Further, we will provide all staff necessary to efficiently perform the duties of chief building official, chief inspector, plan examiners, inspectors, and support staff including permit technicians.

As referenced in the solicitation document, CAP understands that the Town currently uses Broward County to provide these services and hereby commits to working with the Town towards establishing a competitive, percentage-based method of compensation for these services. Our goal is to improve the level of service for a lower cost than what the Town is currently being charged by the County. As a private entity, CAP has the flexibility to alter its rates to conform to the Town's needs.

FIRM OVERVIEW

CAP has served as the premier provider of building department services in South Florida **since 1989**. Having worked with more than a dozen municipalities and educational clients including school boards, colleges, and universities, we understand that expedient and reliable plans review and inspection services are vital components of a successful building department. As evidenced by our uninterrupted history of service to our clients, **some in excess of fifteen (15) years**, we promise and deliver efficient, cost-effective, and quality solutions to our clients. As an extension of our client's staff, we strive to uphold and protect the integrity of the departments where we work through professional and courteous customer service.

Our company and staff are fully qualified and licensed to provide plans review services by the State of Florida Department of Business and Professional Regulation as well as the Broward County Board of Rules and Appeals. Each proposed plans reviewer will administer services that comply with the requirements of Florida Statutes 468, Part XII and the Broward County Administrative Provisions to the Florida Building Code.

Exhibit B to 2017 CAP Contract

capgovernment

Town of Lauderdale-by-the-Sea
RFP No. 12-10-01
November 10, 2011
RE: Plans Review and Building Inspection Services
Page 2 of 3

CAP's staff has the ability to administer building department services and effectively set and execute priority assignments. We understand that service levels can affect the manner in which normal operations are carried out during peak demand periods and/or emergency situations and are prepared to call upon all available staff resources to meet the Town's needs.

In the fulfillment of our obligations to cities, residents, and stakeholders, CAP is mindful of its continued responsibility to coordinate services with state, local, and federal agencies to provide the most competent and professional service. CAP's commitment to meeting the established thresholds and developing a rapport with customers translates into increased revenues and enhanced public perception of our clients' services.

PROJECT MANAGEMENT

Our Project Manager, Mr. David Tringo, has more than 27 years of experience with the applicable laws, rules, regulations, directives, codes, and ordinances related to the management of Building Department services and Broward County.

Mr. Tringo will be available on a regular basis for the duration of this contract. He will serve as the liaison between the Town's designated representative and our team to provide overall contract management. His responsibilities will include ensuring that all necessary resources are available to meet or exceed the thresholds and levels of service prescribed by the Town.

Mr. Mervin Lunsford will serve as the Chief Building Official. He has more than eight years of experience as a building code administrator and 40 years of hand-on experience in the building and construction industry. Prior to joining CAP, he served as the building official for the City of Pembroke Park and worked for various municipalities including the City of Hollywood. Mr. Lunsford is intimately familiar with building department services and will provide invaluable insight and management over all departmental operations.

Mr. Cosmo Tornese will provide quality assurance and quality control (QA/QC) oversight. He has more than 30 years of experience providing building department services throughout Broward. He is a State of Florida certified building code administrator and professional engineer. His accomplishments include serving as member of the State of Florida Building Code Advisory Committee. Mr. Tornese was also the Director of the Broward County Building Department. During his tenure there, he mastered the art of discussing building code matters with architects, engineers, contractors, other building officials, and the general public in a manner that was clear and effective.

AUTHORIZED REPRESENTATIVE

Carlos A. Penin, PE, President
8350 NW 52 Terrace, Suite 209
Doral, Florida 33166
T: 305.458.6000
E: cap@capfla.com

Exhibit B to 2017 CAP Contract

capgovernment

Town of Lauderdale-by-the-Sea
RFP No. 12-10-01
November 10, 2011
RE: Plans Review and Building Inspection Services
Page 3 of 3

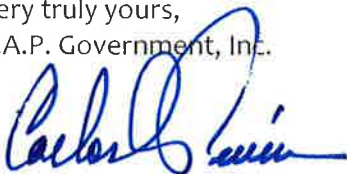
SUMMARY OF QUALIFICATIONS

We are confident that you will find our experience providing building department services complements the Town's philosophy related to customer satisfaction and service. As you review our proposal package, we call to your attention the following points that we believe make CAP the right choice for the Town of Lauderdale-by-the-Sea:

- **Qualifications.** CAP has a successful record of superior performance of services similar to those required by this solicitation including work for the cities of Fort Lauderdale, Weston, Southwest Ranches, South Bay, Parkland, Lauderhill, and Margate, among many others. Our employees have a strong understanding and proven background in plans review and inspection services. **We were recently selected as the provider of choice by the City of Wilton Manors to serve as their building department consultant. CAP successfully transitioned department operations from Broward County to CAP staff within 2 weeks of Notice to Proceed.**
- **Staff Experience.** CAP has more than 70 employees available with specialized expertise to provide plans review services to the Town. Our staff includes engineers, plans reviewers, and inspectors with related building department experience.
- **Location.** CAP has offices throughout South Florida. Staff will be dispatched, as necessary, from our Weston office. Additional support staff members are located in Miami-Dade County. Our location allows us to easily and conveniently provide the level of service expected by the Town. We can also provide our services from within the Town of Lauderdale-by-the-Sea's current facilities by housing our staff in space provided by the Town.
- **Quality Control.** CAP's well-organized QA/QC procedures facilitate the delivery of the highest level of service to our clients.

C.A.P. Government, Inc. looks forward to providing building department services to the Town of Lauderdale-by-the-Sea and serving as an extension of the Town's staff. Should you require any additional information, please do not hesitate to contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.



Carlos A. Penin, PE
President



Exhibit B to 2017 CAP Contract

TITLE PAGE

PROPOSER'S CONTACT INFORMATION

Headquarters

C.A.P. Government, Inc.
Carlos A. Penin, PE, President
8350 Northwest 52 Terrace
Suite 209
Doral, Florida 33166
T: 305.448.1711
F: 305.448.1712
E: cap@capfla.com
C.A.P. Government, Inc.

Broward County Office

3265 Meridian Parkway
Suite 100
Weston, Florida 33331

RFP NUMBER

12-10-01

PROJECT NAME

Plans Review and Building Inspection Services

DATE

November 10, 2011



Exhibit B to 2017 CAP Contract

TABLE OF CONTENTS

<i>Section</i>	<i>Subject</i>	<i>Pages</i>
Tab 1:	Organizational Profile and Qualifications	P. 1- 35
Tab 2:	Experience	P. 36-46
Tab 3:	Approach to Providing Services	P. 47-50
Tab 4:	Compensation	P. 51-54
Tab 5:	Additional Information	P. 55-73



Exhibit B to 2017 ORGANIZATIONAL PROFILE AND QUALIFICATIONS

C.A.P. Government, Inc. (CAP) was established in 1989 and specializes in providing full, supplemental, and expedited building department services to improve efficiency and generate increased revenues. **Services are provided exclusively to government entities including municipal and educational building departments to avoid potential conflicts of interest created by working for the private sector.** Over the last 22 years, the firm has maintained a noteworthy track record for the professional, efficient, and cost-effective management of all phases of the building and permitting process.

CAP's unparalleled commitment to providing superior service standards has facilitated the successful transition of established building departments to the outsourced method. Beginning with the Village of Key Biscayne, CAP's pioneering efforts have had a significant impact on the efficiency of existing departments and aided in the creation of entirely new building departments in various cities and towns.

As a testament to the level of service provided, CAP has been consistently recognized as the provider of choice by various municipalities and government clients. The firm has provided uninterrupted service to many municipalities including the City of Weston, Town of Southwest Ranches, and City of Fort Lauderdale.

The firm's familiarity with building department operations has spurred its growth from a small, start-up company to a more than 70-person firm with multiple offices across South Florida. CAP's areas of expertise include performing plans review and inspections that comply with established protocols and the Florida Building Code (FBC).

CAP's commitment to excellence includes the guarantee that plans review and inspection services are carried out in accordance with the requirements of Chapter's 553 and 468, Part XII, Florida Statutes as well as the FBC and all local codes and ordinances.

All employees are certified by the State of Florida Department of Business and Professional Regulation and County Offices of Code Compliance including the Broward County Board of Rules and Appeals (BORA). Additionally, CAP also employs professional engineers registered with the State of Florida whose training includes technical expertise in various engineering disciplines. Our plans reviewers and inspectors are licensed and certified in accordance with F.S. 455, 468, 471, 481, 489 and the FBC in the following categories:

- Structural
- Electrical
- Mechanical

- Plumbing
- Building
- Roofing

All members of our more than 70-person team are 100-percent committed to completing the assignments in accordance with the requirements of the contract while maintaining a high-level of quality and technical accuracy. In assembling our project team, we selected individuals who met or exceeded the criteria needed to successfully accomplish the Town of Lauderdale-by-the-Sea's (Town) goals including:

- Maintaining adequate staffing levels to reduce turnaround time for plans review and inspections
- Providing solutions that simplify the review and inspection process and reduce costs for renovations
- Assigning professional staff to improve communications with design professionals and homeowners undertaking construction or renovation projects in the Town
- Ensuring that the Town develops a reputation for providing fair, timely, and competent building department services

Our team has firsthand knowledge of the FBC and extensive experience working within Broward County and coastal municipalities that share similar characteristics with the Town such as Hallandale Beach, Fort Lauderdale, and Aventura. CAP's client base includes more than 12 municipalities, a school board, and several public universities and colleges across the tri-county area.

PROPOSED MANAGEMENT TEAM

CAP's proposed management team has more than 80 years of combined experience in building department services and will be involved throughout the duration of the contract.

PROJECT MANAGER

Mr. David Tringo, will monitor each activity to ensure work is started and completed in a timely manner. He will be on-call and available to assist the City, as needed. Should the need arise, he has the authority to draw upon other local resources necessary to maintain the levels of service expected by the Town. As the firm's single point of contact, Mr. Tringo will communicate with the Town frequently to anticipate its needs and ensure that there are open lines of communication between CAP and Town staff.

Exhibit B to 2017 CAP Contract

BUILDING OFFICIAL

Mr. Mervin Lunsford has more than eight years of experience as a building code administrator and 40 years of hand-on experience in the building and construction industry. Prior to joining CAP, he served as the Building Official for the City of Pembroke Park and worked for various municipalities including the City of Hollywood. Mr. Lunsford is intimately familiar with building department services and will be available as requested by the Town to fulfill the responsibilities as the Building Official.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Mr. Cosmo Tornese has more than 30 years experience providing building department services throughout Broward County. He is a State of Florida building code administrator and professional engineer. His accomplishments include serving as member of the State of Florida Building Code Advisory Committee. Mr. Tornese was also Director of the Broward County Building Department for over a decade.

PROJECT TEAM

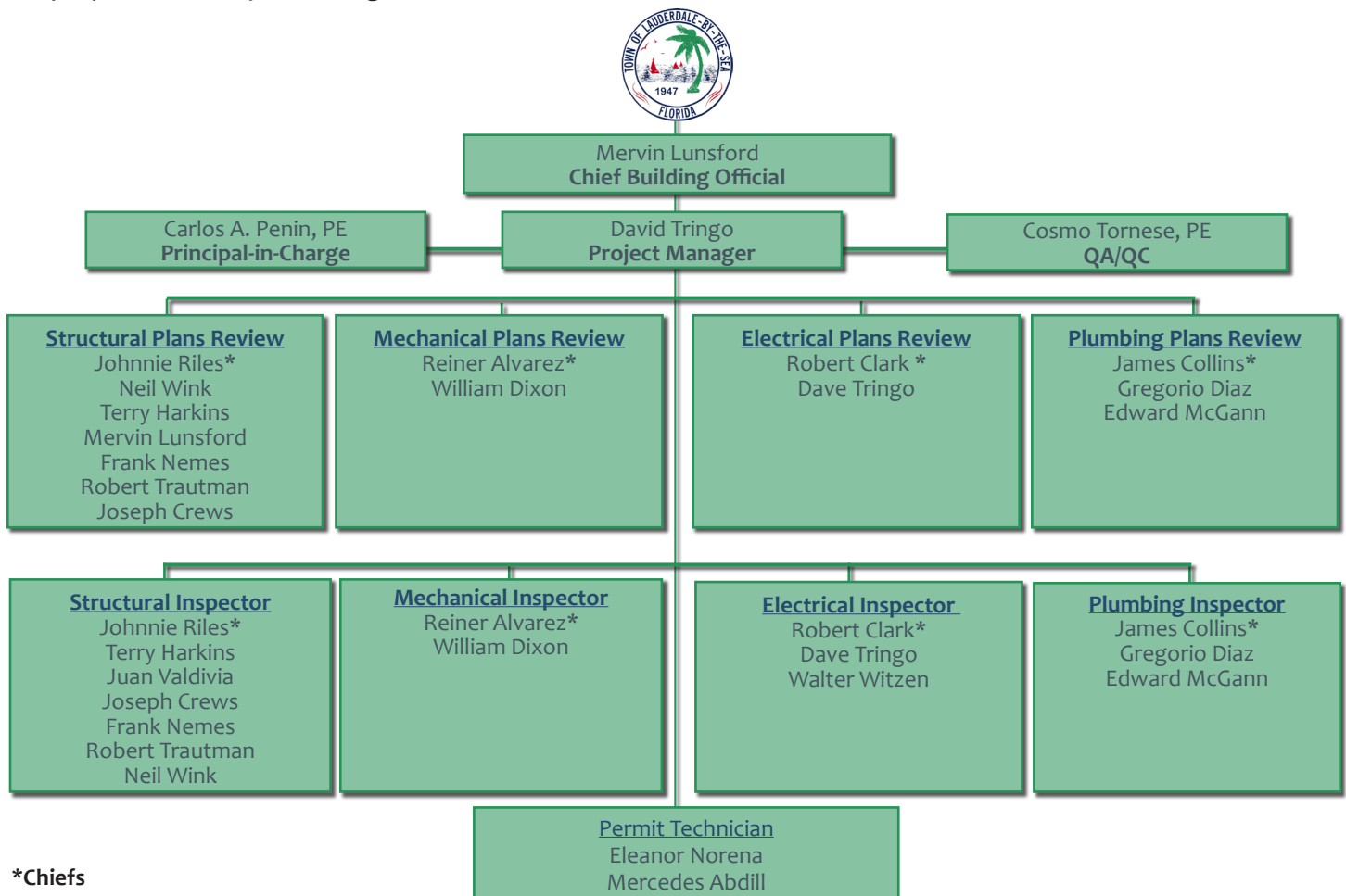
As noted in our organizational chart, CAP intends on working closely with the Town and its existing staff. Upon the successful transition of the department, we are prepared to analyze the organizational structure to

determine the staffing levels necessary to provide the levels of service expected by the Town. Per the RFP, this section also includes the following items:

- Resumes
- Firm Licenses
- Staff Licenses
- Board of Rules and Appeals Certificates
- Summary of Contracts
- Form A
- References

Our proposed team is comprised of qualified technical personnel with relevant project experience and capabilities. We believe that our team's relationships, experience, and knowledge will provide the Town with an efficient and practical approach to the scope of services.

The CAP team offers the full-range of services that the Town requires including specialized expertise in a diverse range of technical disciplines. CAP's extensive local history, vast network of resources throughout South Florida, and solid reputation are all products of excellent service and partnerships with clients and the public.



*Chiefs

STAFFING PLAN & RESUMES **Exhibit B to 2017 CAP Contract**

NAME	TITLE/PROJECT ROLE	LICENSE NUMBERS
Carlos A. Penin, PE	Principal-in-Charge	PE33216
David Tringo	Project Manager	PX2097, BN4165, 97CME1733X, EC1300223
Mervin Lunsford	Chief Building Official	BU1359
Cosmo Tornese, PE	QA/QC	PE15701, BN739, PX347, BU284
STRUCTURAL		
Johnnie Riles	Chief Inspector and Plans examiner	PX3325, BN1305
Neil Wink	Plans Examiner and Inspector	BU406, PX516, BN127
Terry Harkins	Plans Examiner and Inspector	PX551, BN1252
Mervin Lunsford	Plans Examiner and Inspector	PX1394, BN2186
Frank Nemes	Plans Examiner and Inspector	PX2063, BN4143, CBC052138, CGC9612AX
Robert Trautman	Plans Examiner and Inspector	PX2606, BN3210
Juan Valdivia	Inspector	BN3285, CG056895
Joseph Crews	Plans Examiner and Inspector	PX2829, BN 5494
MECHANICAL		
Reiner Alvarez	Chief Inspector and Plans Examiner	PX2842, BN5348
William Dixon	Plans Examiner and Inspector	PX487, BN1117, CAC020195
ELECTRICAL		
Robert Clarke	Chief Inspector and Plans Examiner	PX 38, BN 86, BU808
David Tringo	Plans Examiner and Inspector	PX2097, BN4165, 97CME1733X
Walter Witzen	Inspector	BN 5824
PLUMBING		
James Collins	Chief Inspector and Plans Examiner	PX983, BN911
Gregorio Diaz	Plans Examiner and Inspector	PX1271, BN149, CFC1425674
Edward McGann	Plans Examiner and Inspector	PX1938, BN3906
CLERICAL		
Eleanor Norena	Permit Technician	N/A
Mercedes Abdill	Permit Technician	N/A

Exhibit B to 2017 CAP Contract

Carlos A. Penin, PE

Principal-in-Charge

C.A.P. Government, Inc., Doral, Florida (1989–Present). President and founding principal of CAP. Mr. Penin serves in an administrative capacity overseeing the daily operations of the firm. His responsibilities include marketing and business development activities, contract oversight, and staff management.

Keith and Schnars, P.A., Miami, Florida (1984–1989). Served as regional manager/resident engineer responsible for managing, scheduling, and monitoring major land development projects. He was also the liaison with regulatory agencies and local authorities.

Williams, Hatfield and Stoner, Inc. (1980–1984). Served as project engineer/manager responsible for the administration of urban road development projects and other assignments in South Florida.

Ferendion/Grafton/Spillis/Candela, Miami, Florida (1979–1980). Civil engineer responsible for engineering design and construction inspection of government and private projects.

Florida Quality Contractors, Inc., Miami, Florida (1977–1979). Civil engineer responsible for managing the preliminary phase of a 72-unit condominium development as well as various residential development projects.

Professional Licenses and Certifications

Professional Engineer, Florida, 33216

Dave Tringo

Project Manager/Electrical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2005–Present). Chief electrical inspector, plans reviewer, and building department director for the City of Weston and Town of Southwest Ranches.

Broward County, Broward, Florida (1999–2005). Electrical plans examiner, inspector, and supervisor responsible for providing building code services.

Wiremen & Company, Broward, Florida (1993–1999). President and qualifier for this firm specializing in design-build, general, and electrical contracting. Responsibilities included providing construction services for industrial, commercial, and residential projects throughout South Florida.

Broward County Housing Authority, Broward, Florida (1988–1993). Director of maintenance responsible for overseeing construction and maintenance operations performed by all trades including HVAC, mechanical, electrical, plumbing, structural, roofing, site work, and landscaping.

Reynolds, Smith & Hills, Fort Lauderdale, Florida (1983–1988). Chief project representative responsible for overseeing construction projects at the Fort Lauderdale-Hollywood International Airport. This \$500-million improvement project included four concourses and three terminals. Upon completion, Broward County designated Mr. Tringo as the facilities director responsible for managing 128 new employees involved with commissioning activities at the new facilities.

Professional Licenses and Certifications

Master Electrical, Broward County, 97-CME-1733-X

Master Electrical, Florida, EC1300223

Standard Plans Examiner, Florida, PX2097

Standard Inspector, Florida, BN4165

Exhibit B to 2017 CAP Contract

Mervin Lunsford, PE

Chief Building Official

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans review and inspections for municipal and educational clients. Also acts as the assistant building official for the Town of Southwest Ranches.

Seminole Tribe of Florida, South Florida (2007–2010). Senior project manager responsible for overseeing all project activities from design through construction for projects in South Florida.

Town of Pembroke Park, Pembroke Park, Florida (2000–2006). Building official and chief building inspector responsible for performing inspections and overseeing all building department activities within the City.

City of Hollywood, Hollywood, Florida (1994–2000). Plans examiner and structural building inspector responsible for performing structural plans reviews and inspections.

Merve Lunsford Construction, Inc. Florida (1986–1994). President responsible for overseeing all operations of the firm specializing in construction services.

Ferris Lunsford Plastering, Inc., Florida (1966–1986). Superintendent responsible planning, coordinating, and supervising all aspects of the firm's construction projects.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1394

Standard Inspector, Florida, BN2186

Building Code Administrator, Florida, BU1359

Cosmo Tornese, PE

QA/QC

C.A.P. Government, Inc., Weston, Florida (2005–Present). Building code administrator/building official responsible for overseeing all building department activities within the City of Weston, Town of Southwest Ranches, and City of South Bay. He has also served as a consultant providing supplemental services to various cities across Broward County including the City of Hallandale Beach, Lauderhill, and Parkland.

Broward County, Broward, Florida (1974–2003). Building department director responsible for directing and performing administrative and supervisory duties including overseeing the enforcement of regulatory codes (zoning), managing employees, directing department activities, and administering the elevator program and local contractors licensing board.

N.J. Dracos Associates, Inc., New Jersey (1972–1974). Structural design engineer responsible for providing design services for high-rise buildings.

New York City Transit Authority, New York, New York (1965–1972). Project engineer and coordinator responsible for various transit projects.

Professional Licenses and Certifications

Professional Engineer, Florida, 15701

Building Code Administrator, Florida, BU284

Standard Plans Examiner, Florida, PX347

Standard Inspector, Florida, BN739

Exhibit B to 2017 CAP Contract

Johnnie Riles

Chief Structural Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2008–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients.

Havana Lofts, Miami, Florida (2005–2008). Project manager for this residential condominium development.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–2005). Structural and housing inspector responsible for performing inspections to verify compliance with the FBC and per all city and county requirements.

Carter and Riles Construction Company, Fort Lauderdale, Florida (1980–1985). Owner and contractor responsible for residential and commercial projects throughout South Florida.

Professional Licenses and Certifications

Building Plans Examiner, Florida, PX3325
Building Inspector, Florida, BN1305

Neil Wink

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients. Also acts as the assistant building official for the City of Weston.

City of Oakland Park, Oakland Park, Florida (1996–2006). Building official and chief structural inspector responsible for serving as the City's flood plain administrator, participating in the Community Rating System (CRS), and liaising with the Unsafe Structures Board.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–1996). Structural plans examiner and building inspector responsible for plans reviews and inspections. Also assisted the building official and chief structural inspector supervising subordinate inspectors within the building division.

Town of Lauderdale-by-the-Sea, Lauderdale-by-the-Sea, Florida (1993–1994). Building official and zoning administrator responsible for providing building and zoning administration services as well as plans review and field inspections.

City of Coral Springs, Coral Springs, Florida (1984–1985). Building inspector responsible for performing inspections of residential, commercial, and industrial projects within city limits.

Professional Licenses and Certifications

Building Code Administrator, Florida, BU406
Building Plans Examiner, Florida, PX516
Building Inspector, Florida, BN127

Terry Harkins

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner responsible for performing structural plans reviews for municipal and educational clients. Currently serves as chief for City of Wilton Manors.

City of Fort Lauderdale, Fort Lauderdale, Florida (1985–2006). Served in various roles for the City including zoning technician and plans examiner, structural plans examiner, and chief building inspector responsible building department activities.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX551
Standard Inspector, Florida, BN1252

Exhibit B to 2017 CAP Contract

Frank Nemes

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2009–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients.

City of Oakland Park, Oakland Park, Florida (2000–2009). Plans examiner and inspector responsible for reviewing building plans and performing inspections at construction sites to confirm compliance with Florida Building Code requirements.

Franklin Construction, Broward, Florida (1991–2000). President of this construction company specializing in structural framing and building shell construction.

S.R. Construction, Sunrise, Florida (1983–1991). Supervisor responsible for managing construction crews on various projects across South Florida.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2063

Standard Inspector, Florida, BN4143

Building Contractor, Florida, CBC052138

Class A General Contractor, Florida, CGC-9612A-X

Robert Trautman

Building Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Structural plans examiner and inspector responsible for performing structural plans reviews and inspections for municipal and educational clients. Also acts as the chief structural plans examiner at the Town of Southwest Ranches.

City of Plantation, Plantation, Florida (2002–2006). Building inspector responsible for structural inspections of residential and commercial structures.

City of Coral Springs, Coral Springs, Florida (2000–2002). Building inspector responsible for structural inspections of residential and commercial structures.

US Filter Corporation, Sunrise, Florida (1999–2000). Site superintendent responsible for supervising all construction on the City of Sunrise's new \$5-million SCADA improvements system.

Camp, Dresser & McKee, Sunrise, Florida (1997–1999). Resident project representative responsible for overseeing work on the City of Sunrise's \$26-million Sawgrass Wastewater Treatment Plant Expansion.

City of Boca Raton, Boca Raton, Florida (1996–1997). Project manager responsible for managing construction work for Project IRIS—a network of reclaimed water transmission lines throughout Northeast Boca.

Sunco Builder and Developers, LTD., Bahamas (1991–1996). Project manager responsible for the construction of various projects located throughout the islands of the Bahamas.

Armento Enterprises, Inc. (1991–1991). Drywall superintendent responsible for supervising drywall and metal-framing crews for commercial and government projects.

Landa Properties, Inc. (1987–1990). Project superintendent responsible for managing construction of a ten-story structure.

Howard J. Miller, PE, Broward, Florida (1983–1987). Threshold inspector for high-rise structures.

Fluor Caribbean, Venezuela (1979–1982). Civil superintendent responsible for supervising craftsmen.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2606

Standard Inspector, Florida, BN3210

Exhibit B to 2017 CAP Contract

Juan Valdivia

Structural Inspector

C.A.P. Government, Inc., Weston, Florida. Responsible for performing structural inspections for municipal and educational clients.

City of Plantation, Plantation, Florida. Responsible for performing structural plans reviews and reviewing specifications for compliance with plans.

City of Hollywood, Hollywood, Florida. Responsible for verifying compliance with plans, specifications, and building code.

Professional Licenses and Certifications

Standard Inspector, Florida, BN3285

General Contractor: Florida, CG056895

Joseph Crews

Structural Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2007-Present). Responsible for performing structural, building, roofing hurricane mitigation, public use, and waterproofing inspections for municipal and educational clients.

Thomas E. Potter, G.C. , Miami, Florida (1969-2006). Served as a supervisor on various projects in South Florida.

Goldcoast Homes, Miami, Florida (1996-2006). Responsibilities included general and shell contracting assignments.

Ken Krasne, G.C., Fort Lauderdale, Florida (1991-1994). Responsibilities included general and shell contracting.

Green-Kroll Corporation, Bay Harbor, Florida (1990-1993). Provided general and shell contracting services.

Ralmark Custom Homes, Boca Raton, Florida (1986-1990). Project manager and superintendant for Stonebridge, Boca Woods, Parkside, and various other waterfront developments in the Boca Raton area.

Vander Linde Development, Fort Lauderdale, Florida (1979-1980). Project manager for all development projects in Fort Lauderdale.

American Eastern Development Co., Fort Lauderdale, Florida (1977-1979). Project manager for Lauderdale Beach Hotel Conversion, Hidden Harbor Apartments, Wilton Woods Condominium, and Footbridge Condominium.

Lewis M. Goodkin Research, Fort Lauderdale, Florida (1976-1977). General contractor for Seminole Drive Townhomes.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2829

Standard Inspector, Florida, BN5494

Exhibit B to 2017 CAP Contract

Reiner Alvarez

Mechanical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Mechanical plans examiner and inspector responsible for performing mechanical plans reviews and inspections for municipal and educational clients. Also acts as the chief mechanical plans reviewer at the Town of Southwest Ranches.

Miami-Dade County, Miami-Dade, Florida (2005–2006). Mechanical inspector responsible for performing inspections for the County's building department.

City of Miami Beach, Miami Beach, Florida (2002–2005). Mechanic responsible for performing various maintenance activities for the City's property management division.

Sunchaser Mechanical, Miami, Florida (2001–2001). Technician responsible for performing installations and providing service.

A-nutemp, Inc., Miami, Florida (2000–2001). Technician responsible for performing installations and providing service.

DebonAir Mechanical, Miami, Florida (1997–2000). Technician responsible for performing installations and providing service.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX2842

Standard Inspector, Florida, BN5348

William Dixon

Mechanical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Mechanical plans examiner and inspector responsible for performing mechanical plans reviews and inspections for municipal and educational clients. Also acts as the chief mechanical plans reviewer at the City of Weston.

City of Fort Lauderdale, Fort Lauderdale, Florida (1993–2007). Mechanical plans examiner and inspector responsible for performing mechanical plan review and inspections.

Advent Air Conditioning, South Florida (1985–1993). President of this company specializing in the installation of HVAC systems.

State Temp Mechanical, South Florida (1984–1985). Air-conditioning (A/C) service mechanic.

Wometco Enterprises, South Florida (1980–1984). A/C service mechanic.

Marr Plumbing, Inc., South Florida (1975–1980). Pipefitter, welder, and A/C service mechanic.

Fred McGilvary, Inc., South Florida (1975–1980). Pipefitter, welder, and A/C service mechanic.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX487

Standard Inspector, Florida, BN1117

Building Contractor, Florida, CAC 020195

Exhibit B to 2017 CAP Contract

Robert Clark

Chief Electrical Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2007–Present). Electrical plans examiner and inspector responsible for performing plans review and inspections for municipal and educational clients.

City of Lauderhill, Lauderhill, Florida (2006–2007). Chief electrical inspector responsible for performing electrical inspections.

City of Lauderhill, Lauderhill, Florida (1994–2006). Building official responsible for performing supervisory and administrative duties including planning and coordinating the operation of the building department to enforce construction codes and ensure public safety and health.

City of Lauderhill, Lauderhill, Florida (1990–1994). Chief electrical inspector responsible for performing electrical inspections.

Bob Clark Electric, Inc., South Florida (1983–1990). President/owner of this electrical contracting business.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX38

Standard Inspector, Florida, BN86

Building Code Administrator, Florida, BU808

Walter Witzen

Electrical Inspector

C.A.P. Government, Inc. , Weston, Florida (2008–Present). Responsible for performing electrical inspections for municipal and educational clients.

Nova Engineering and Environmental, Miami, Florida. Performed quality assurance and code compliance inspections on commercial and residential buildings. Additional responsibilities included preparing inspection reports.

City of Cape Coral, Cape Coral, Florida. Performed technical inspections of new and existing residential, commercial, and industrial electrical systems to ensure compliance with the Florida Building Code as well as local, City, and County ordinances.

Self-Employed, Broward and Miami-Dade Counties, Florida. Responsibilities included estimating, design-build, project management, installation, and administrative duties.

Professional Licenses and Certifications

Standard Inspector, Florida, BN5824

Broward County Master Electrical License: CC93-CME-1454-X

Exhibit B to 2017 CAP Contract

James Collins

Chief Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for municipal and educational clients.

Broward County, Broward County, Florida (1994–2006). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for residential and commercial projects.

Independent Inspector, Broward County, Florida (1992–1994). Plumbing inspector responsible for performing plumbing inspections for residential and commercial projects for the cities of Davie, Cooper City, and Hallandale.

City of Plantation, Plantation, Florida (1985–1992). Plumbing inspector responsible for performing plumbing inspections for residential and commercial projects.

Andrew Warner, Inc., Broward County, Florida (1977–1985). General superintendant for Memorial, North Broward, and Broward General Hospitals as well as McArthur High School.

Local #719, Broward County, Florida (1963–1977). General foreman who began as an apprentice.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX983

Standard Inspector, Florida, BN911

Gregorio Diaz

Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2006–Present). Plumbing plans examiner and inspector responsible for performing plumbing plans reviews and inspections for municipal and educational clients. Also acts as the chief plumbing plans reviewer at the City of Weston and Town of Southwest Ranches.

Self-Employed, South Florida (2003–2006). Plumbing contractor involved with various projects throughout South Florida.

Village of Pinecrest, Pinecrest, Florida (1997–2003). Chief plumbing inspector responsible for reviewing all plans to verify compliance with the plumbing code for residential and commercial projects.

Miami-Dade County, Miami-Dade, Florida (1993–1997). Plumbing inspector responsible for inspections of all plumbing work for residential and commercial projects including natural and liquid propane and med gas.

Self-Employed, South Florida (1987–1993). Plumbing contractor responsible for the installation of plumbing for new homes and commercial installations as well as managing the company's service department.

Apprenticeship, South Florida (1978–1987). Worked for various companies as a journeyman plumber and eventually as a master plumber.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1271

Standard Inspector, Florida, BN149

Plumbing Contractor, Florida, CFC1425674

Exhibit B to 2017 CAP Contract

Edward McGann

Plumbing Plans Examiner and Inspector

C.A.P. Government, Inc., Weston, Florida (2009–Present). Plumbing plans examiner and inspector responsible for performing plumbing plan review and inspections for municipal and educational clients.

City of Parkland, Parkland, Florida (2000–2009). Chief plumbing inspector responsible for performing the duties of chief inspector and plans examiner at the City of Parkland. Also directed and oversaw all plumbing projects for the City's building department.

McGann Plumbing Co., Inc., South Florida (1998–2000 and 1982–1995). President and owner responsible for all projects including new construction, remodeling additions, and service work.

Zicaro's, Inc., South Florida (1995–1998). Service supervisor responsible for supervising all plumbing work for the company including estimating and customer service.

Oriole Homes Corp, South Florida (1978–1982). Journeyman/master plumber responsible for performing all phases of plumbing for condominiums, duplexes, villas, townhomes, detached adult community homes, shopping centers, and multimillion dollar clubhouse.

Professional Licenses and Certifications

Standard Plans Examiner, Florida, PX1938

Standard Inspector, Florida, BN3906

Eleanor Norena

Permit Technician

C.A.P. Government, Inc., Weston, Florida (2009–Present). Permit clerk and administrative assistant responsible for managing telephone switchboard, providing friendly customer service, answering emails and faxes in a timely fashion. Organizes files and manages records, scheduling daily inspection appointments, posting inspectors comments on Town's Website for customer review, and collecting fees and payment.

Graham A Gerald's Architect, Fort Lauderdale, Florida (1999–2009). Project manager responsible for designing full scale plans for commercial and residential properties to include site survey, electrical, mechanical and structural plans; providing Miami-Dade approved product approvals for doors and window; designing window schedules with wind pressures; coordinating plans with truss company and other outside services such as engineers or contractors; addressing comments from building departments; researching building codes for building department approval; and conducting plan review in AutoCAD.

Mercedes Abdill

Permit Technician

C.A.P. Government, Inc., Florida (2010 - Present). Permit technician responsible for managing telephone switchboard, providing friendly customer service, answering emails and faxes in a timely fashion, organizing files and managing records, scheduling daily inspection appointments, notifying inspectors, and collecting fees and payment.

Mama Mia's Italian Restaurant, Hollywood, Florida. Served as head hostess responsible for managing the reservations log, meeting and greeting guests, resolving any front-of-house conflicts, managing customer expectations, and guiding guests to their seats.

A-Brand Clothing Store, Hallandale Beach, Florida. Served as a sales representative responsible meeting and greeting customers, providing clients with assistance to find items, meeting monthly sales quotas, managing the cash register, opening and closing the store, and providing excellent customer service.

FIRM LICENSES

Exhibit B to 2017 CAP Contract

City of Weston Business Tax Receipt



City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
(954) 385-2000

Receipt Effective:

10/01/2011 - 09/30/2012

Name and Address of Business:

C.A.P. Government, Inc. d/b/a
"City of Weston Building Department"
3265 Meridian Parkway, Ste 100
Weston, Florida 33331

Contact Information:

Name: Carlos Antonio Penin, Director

Phone: 954-385-0500

Business Tax Category: General Business (all other Businesses)

RECEIPT NO. **2012-9355**

1. **This receipt MUST be renewed on or before September 30th of each year.** Business Tax renewals are the responsibility of the business and shall occur during the 90-day period prior to September 30th of each year. Renewal notices are provided as a courtesy and are not required for renewal purposes.
2. This receipt **MUST BE DISPLAYED** within 10 FEET of the entrance inside your business establishment.
3. The City of Weston must be notified of any changes of name, address or ownership.

08/08/2011
Date Issued

Darrel L. Thomas, City Treasurer

detach and keep this section for your records

City of Weston Business Tax Receipt

General Business (all other Businesses)

\$236.25

RECEIPT NO. **2012-9355**

TOTAL BUSINESS TAX: **\$236.25**

State of Florida

Department of State

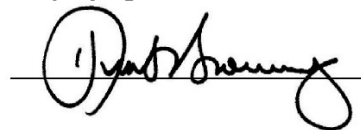
I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 1, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Second day of April, 2011*



Secretary of State



Authentication ID: 200200093282-040211-K80212

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

State of Florida

Board of Professional Engineers

C.A.P. Government, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201303905

CA. LIC. NO:

5344

STAFF LICENSES

Exhibit B to 2017 CAP Contract

Licensee Details Licensee Information Name: PENIN, CARLOS ANTONIO (Primary Name) (DBA Name) Main Address: 8350 NW 52 TERRACE SUITE 107 DORAL Florida 33166 County: DADE License Mailing: 8350 N.W. 52 TERRACE SUITE 107 DORAL FL 33166 County: DADE LicenseLocation: License Information License Type: Professional Engineer Rank: Prof Engineer License Number: 33216 Status: Current,Active Licensure Date: 03/25/1983 Expires: 02/28/2013 Special Qualifications Qualification Effective Advanced Building Code 02/07/2011 Course Credit	Licensee Details Licensee Information Name: TRINGO, DAVID (Primary Name) (DBA Name) Main Address: 19737 SW 14TH STREET PEMBROKE PINES Florida 33029 County: BROWARD License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN4165 Status: Current,Active Licensure Date: 08/24/2001 Expires: 11/30/2011 Special Qualifications Qualification Effective Commercial Electric Residential Electric
Licensee Details Licensee Information Name: TRINGO, DAVID (Primary Name) (DBA Name) Main Address: 19737 SW 14TH STREET PEMBROKE PINES Florida 33029 County: BROWARD License Mailing: 19737 SW 14TH STREET PEMBROKE PINES FL 33029 County: BROWARD LicenseLocation: License Information License Type: Standard Plans Examiner Rank: Plans Examiner License Number: PX2097 Status: Current,Active Licensure Date: 08/08/2002 Expires: 11/30/2011 Special Qualifications Qualification Effective Electrical 08/08/2002	Licensee Details Licensee Information Name: TORNESE, COSMO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Building Code Administrator Rank: Building Code A License Number: BU284 Status: Current,Active Licensure Date: 03/23/1994 Expires: 11/30/2011 Special Qualifications Qualification Effective Standard

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: 2358 Deer Creek Trail
DEERFIELD Florida 334420000
County: BROWARD
License Mailing:

LicenseLocation: 2358 DEER CREEK TRAIL
DEERFIELD BEACH FL 334420000
County: BROWARD

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 15701
Status: Current,Active
Licensure Date: 06/18/1998
Expires: 02/28/2013

Special Qualifications Qualification Effective
Building Code Core
Course Credit

[View Related License Information](#)

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN739
Status: Current,Active
Licensure Date: 03/23/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

Licensee Details

Licensee Information

Name: TORNESE, COSMO (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX347
Status: Current,Active
Licensure Date: 03/23/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

Licensee Details

Licensee Information

Name: HARKINS, TERRY G (Primary Name)
(DBA Name)
Main Address: 11360 N.W. 27TH CT
PLANTATION Florida 33323
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1252
Status: Current,Active
Licensure Date: 05/05/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: **HARKINS, TERRY G (Primary Name)**
(DBA Name)
Main Address: **11360 N.W. 27TH CT**
PLANTATION Florida 33323
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX551**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation:

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU1359**
Status: **Current,Active**
Licensure Date: **12/24/2003**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Modular 1&2 **04/22/2002**

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN2186**
Status: **Current,Active**
Licensure Date: **06/17/1995**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

Licensee Details

Licensee Information

Name: **LUNSFORD, MERVIN F (Primary Name)**
(DBA Name)
Main Address: **2238 N CYPRESS BEND DRIVE #107**
POMPANO BEACH Florida 33069
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX1394**
Status: **Current,Active**
Licensure Date: **04/03/1998**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: NEMES, FRANK (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN4143
Status: Current,Active
Licensure Date: 08/13/2001
Expires: 11/30/2011

Special Qualifications Building Qualification Effective

[View Related License Information](#)

Licensee Details

Licensee Information

Name: NEMES, FRANK (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2063
Status: Current,Active
Licensure Date: 05/22/2002
Expires: 11/30/2011

Special Qualifications Building Qualification Effective
05/22/2002

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: TRAUTMAN, ROBERT LEE (Primary Name)
(DBA Name)
Main Address: 9460 TANGERINE PLACE, #6-110
DAVIE Florida 33324
County: BROWARD

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN3210
Status: Current,Active
Licensure Date: 04/03/1998
Expires: 11/30/2011

Special Qualifications Building Qualification Effective

Licensee Details

Licensee Information

Name: TRAUTMAN, ROBERT LEE (Primary Name)
(DBA Name)
Main Address: 9460 TANGERINE PLACE, #6-110
DAVIE Florida 33324
County: BROWARD

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2606
Status: Current,Active
Licensure Date: 12/13/2005
Expires: 11/30/2011

Special Qualifications Building Qualification Effective
12/13/2005

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE (Primary Name)**
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU406**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Standard

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE (Primary Name)**
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN1274**
Status: **Current,Active**
Licensure Date: **05/11/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Licensee Details

Licensee Information

Name: **WINK, NEIL WAYNE (Primary Name)**
(DBA Name)
Main Address: **300 S.W. 18 AVENUE**
FORT LAUDERDALE Florida 33312
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX516**
Status: **Current,Active**
Licensure Date: **05/05/1994**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

Licensee Details

Licensee Information

Name: **VALDIVIA, JUAN JORGE (Primary Name)**
(DBA Name)
Main Address: **1075 SW 66 AVE**
PEMBROKE PINES Florida 33023
County: **BROWARD**
License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN3285**
Status: **Current,Active**
Licensure Date: **06/22/1998**
Expires: **11/30/2011**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: CREWS, JOSEPH WILLIAM (Primary Name)
(DBA Name)
Main Address: 408 SE 9TH STREET #3
FT. LAUDERDALE Florida 33316
County: BROWARD
License Mailing: 408 SE 9TH STREET #3
FT. LAUDERDALE FL 33316
County: BROWARD
LicenseLocation:

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN5494
Status: Current,Active
Licensure Date: 09/29/2006
Expires: 11/30/2011
Special Qualifications Building Qualification Effective
09/29/2006

Licensee Details

Licensee Information

Name: CREWS, JOSEPH WILLIAM (Primary Name)
(DBA Name)
Main Address: 408 SE 9TH STREET #3
FT. LAUDERDALE Florida 33316
County: BROWARD
License Mailing: 408 SE 9TH STREET #3
FT. LAUDERDALE FL 33316
County: BROWARD
LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2829
Status: Current,Active
Licensure Date: 01/08/2007
Expires: 11/30/2011
Special Qualifications Building Qualification Effective
01/08/2007

Licensee Details

Licensee Information

Name: ALVAREZ, REINER (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:
LicenseLocation:

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN5348
Status: Current,Active
Licensure Date: 05/09/2006
Expires: 11/30/2011
Special Qualifications Mechanical Qualification Effective
05/09/2006

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: ALVAREZ, REINER (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address
License Mailing:
LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX2842
Status: Current,Active
Licensure Date: 01/12/2007
Expires: 11/30/2011
Special Qualifications Mechanical Qualification Effective
01/12/2007

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: DIXON, WILLIAM CARLTON JR (Primary Name)
(DBA Name)
Main Address: 7011 COOLIDGE ST
HOLLYWOOD Florida 33024
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1117
Status: Current,Active
Licensure Date: 05/04/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Mechanical

[View Related License Information](#)

Licensee Details

Licensee Information

Name: DIXON, WILLIAM CARLTON JR (Primary Name)
(DBA Name)
Main Address: 7011 COOLIDGE ST
HOLLYWOOD Florida 33024
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX487
Status: Current,Active
Licensure Date: 05/04/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Mechanical

Licensee Details

Licensee Information

Name: CLARKE, ROBERT R (Primary Name)
(DBA Name)
Main Address: 4260 NW 24 ST
LAUDERHILL Florida 33313
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX38
Status: Current,Active
Licensure Date: 03/11/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Electrical

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: CLARKE, ROBERT R (Primary Name)
(DBA Name)
Main Address: 4260 NW 24 ST
LAUDERHILL Florida 33313
County: BROWARD
License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN86
Status: Current,Active
Licensure Date: 03/11/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Commercial Electric
Residential Electric

Exhibit B to 2017 CAP Contract

Licensee Details Licensee Information Name: WITZEN, WALTER D (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: License Information License Type: Standard Inspector Rank: Inspector License Number: BN5824 Status: Current,Active Licensure Date: 06/13/2007 Expires: 11/30/2011 Special Qualifications Electrical Inspector Qualification Effective 06/13/2007 View Related License Information View License Complaint	Licensee Details Licensee Information Name: DIAZ, GREGORIO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: 398 LAKEVIEW DR UNIT 205 WESTON FL 33326 County: BROWARD LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN149 Status: Current,Active Licensure Date: 03/14/1994 Expires: 11/30/2011 Special Qualifications Plumbing Qualification Effective
Licensee Details Licensee Information Name: DIAZ, GREGORIO (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: 398 LAKEVIEW DR UNIT 205 WESTON FL 33326 County: BROWARD LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Plans Examiner Rank: Plans Examiner License Number: PX1271 Status: Current,Active Licensure Date: 07/01/1997 Expires: 11/30/2011 Special Qualifications Plumbing Qualification Effective	Licensee Details Licensee Information Name: MCGANN, EDWARD PHILIP (Primary Name) (DBA Name) Main Address: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Mailing: LicenseLocation: *Private Address* *Private Address* *Private Address* *Private Address* *Private Address* License Information License Type: Standard Inspector Rank: Inspector License Number: BN3906 Status: Current,Active Licensure Date: 08/25/2000 Expires: 11/30/2011 Special Qualifications Plumbing Qualification Effective

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: MCGANN, EDWARD PHILIP (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX1938
Status: Current,Active
Licensure Date: 08/13/2001
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

Licensee Details

Licensee Information

Name: RILES, JOHNNIE OTIS (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN1305
Status: Current,Active
Licensure Date: 05/11/1994
Expires: 11/30/2013

Special Qualifications Qualification Effective
Building

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: RILES, JOHNNIE OTIS (Primary Name)
(DBA Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX3325
Status: Current,Active
Licensure Date: 05/26/2010
Expires: 11/30/2013

Special Qualifications Qualification Effective
Building 05/26/2010

[View Related License Information](#)

[View License Complaint](#)

Licensee Details

Licensee Information

Name: COLLINS, JAMES THOMAS (Primary Name)
(DBA Name)
Main Address: 1750 SW 37TH WAY
FORT LAUDERDALE Florida 33312
County: BROWARD

License Mailing:

LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN911
Status: Current,Active
Licensure Date: 04/20/1994
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

[View License Complaint](#)

Exhibit B to 2017 CAP Contract

Licensee Details

Licensee Information

Name: COLLINS, JAMES THOMAS (Primary Name)
(DBA Name)
Main Address: 1750 SW 37TH WAY
FORT LAUDERDALE Florida 33312
County: BROWARD
License Mailing:
LicenseLocation: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX983
Status: Current,Active
Licensure Date: 10/19/1995
Expires: 11/30/2011

Special Qualifications Qualification Effective
Plumbing

[View Related License Information](#)

[View License Complaint](#)

BORA CERTIFICATES

Exhibit B to 2017 CAP Contract

Broward County Board of Rules & Appeals Certification no: 403 Hereby certifies Cosmo Tornese is competent as BUILDING OFFICIAL For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. FBPE15701 BU 284 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 373 Hereby certifies Terry Harkins is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC1508336 BN1252 PX551 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 390 Hereby certifies Mervin F. Lunsford is competent as ASSISTANT BUILDING OFFICIAL For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CGC038447 BU 1339 BN 2186 PX 1394 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 243 Hereby certifies Frank Nemes is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC0612A-X BN4193 PX2063 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 493 Hereby certifies Robert L. Trautman is competent as CHIEF STRUCTURAL INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CGC54826 BN3210 PX2606 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 369 Hereby certifies Neil W. Wink is competent as STRUCTURAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CGC019386 BU 406 BN1274 PX516 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 361 Hereby certifies Joseph W. Crews is competent as STRUCTURAL INSPECTOR License Numbers: Building Official, please see reverse side. CGC008845 BN3494 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 219 Hereby certifies Juan J. Valdivia is competent as STRUCTURAL INSPECTOR License Numbers: Building Official, please see reverse side. CGC056895 BN3285 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 358 Hereby certifies Renier Alvarez is competent as MECHANICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CMM13881 CMU11657 BN 5348 PX 2842 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 365 Hereby certifies William Dixon is competent as MECHANICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CAC020195 BN 1117 PX 487 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 368 Hereby certifies David Tringo is competent as ELECTRICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. EC 13002239 97CME1733X BN 4165 PX2097 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 597 Hereby certifies Robert R. Clarke is competent as ELECTRICAL PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. EC 2364 BU 808 BN 86 PX 38 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 555 Hereby certifies Walter D. Whizen is competent as ELECTRICAL INSPECTOR License Numbers: Building Official, please see reverse side. BN 5824 ER0013711 93CME1453X Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 567 Hereby certifies Gregorio Diaz is competent as CHIEF PLUMBING INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. CFC1425674 BN149 PX1271 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 854 Hereby certifies Edward P. McGann is competent as PLUMBING PLANS EXAMINER/INSPECTOR License Numbers: Building Official, please see reverse side. CFCF57406 BN 3906 PX 1238 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011
Broward County Board of Rules & Appeals Certification no: 613 Hereby certifies Johnnie O. Riles is competent as CHIEF STRUCTURAL INSPECTOR For Southwest Ranches in accordance with the provisions as set forth in the Florida Building Code, Broward County Administrative Code. BN 1305 89-CGC12421A PX 3325 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	Broward County Board of Rules & Appeals Certification no: 360 Hereby certifies James T. Collins, Jr. is competent as PLUMBING PLANS EXAMINER License Numbers: Building Official, please see reverse side. BN 911 PX 983 CFC057952 Authorized signature: <i>[Signature]</i> Expiration Date: 12-31-2011	

FORM A

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP FORM A

Proposer: C.A.P. Government, Inc

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

- 1.1. The correct and full legal name of the Proposer is:

C.A.P. Government, Inc.

- 1.2. The business is a **Corporation**.

- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Carlos A. Penin, PE, President

2. Please describe your company in detail.

C.A.P. Government, Inc. (CAP) was established in 1989 by Mr. Carlos A. Penin PE and specializes in providing building department services exclusively to the government sector. Over the last 22 years, the firm has maintained a noteworthy track record for their professional management of all phases of the building and permitting process. In 1992, the firm introduced the outsourcing model to south Florida and engaged in successfully transitioning existing departments to the outsourced method. CAP's pioneering efforts dramatically improved the efficiency of existing departments and aided in the creation of entirely new building departments in various cities and towns. CAP employs over 70 employees in various offices throughout South Florida and is recognized as the leading provider of Building Department services.

3. The address of the principal place of business is:

Miami-Dade County Headquarters:

8350 Northwest 52 Terrace, Suite 209, Doral, Florida 33166

Broward County Office:

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

3265 Meridian Parkway, Suite 100, Weston, Florida 33331

4. Company telephone number, fax number and e-mail addresses:

T: 305.448.1711 F: 305.448.1712 E: cap@capfla.com

5. Number of employees:

70

1. Name of employees to be assigned to this Project:

Carlos A. Penin, PE
David Tringo
Mervin Lunsford
Johnnie Riles
Neil Wink
Terry Harkins
Mervin Lunsford
Frank Nemes
Robert Trautman
Juan Valdivia
Joseph Crews
Reiner Alvarez
William Dixon
Robert Clarke
David Tringo
Walter Witzen
Mike Collins
Gregorio Diaz
Edward McGann

2. Company identification numbers for the Internal Revenue Service:

65-0121597

3. Provide Broward County occupational license number, if applicable, and expiration date:
N/A

4. How many years has your organization been in business? Does your organization have a specialty?

C.A.P. Government, Inc. is a Florida Corporation established on April 10, 1989.

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

The firm specialized in providing building department services exclusively to government entities.

5. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

The nature of the firm's services are such that projects are not necessarily completed. Our contracts are new or have been renewed continuously either by extension or a new procurement process.

City of Weston:

CAP provides full-service building department services including the provision of plans review and inspections services. CAP also serves as the Building Official for the City of Weston and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. Operational responsibilities include but are not limited to scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

Reference:

John Flint, City Manager
954.385.2000

Contract Cost

Approximately \$1.5 million (Compensation is based on a percent of revenue)

Town of Southwest Ranches

CAP has been providing full-service building department services including the provision of plans review and inspections services to the Town for the last five years. CAP also serves as the Building Official for the Town of Southwest Ranches and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. The purpose of building code services is to ensure compliance with the FBC, Broward County Edition, which regulates all building construction activities within the Town of Southwest Ranches.

Reference:

Bert Wrains, Town Administrator
954.434.0008

Contract Cost

Approximately \$700,000 (Compensation is based on a percent of revenue)

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

City of Aventura

CAP's longstanding relationship with the City began in 1996. Today, CAP has been providing the City with full services plans review and inspection services for more than 15 years. In addition to serving as the Building Official for the City, CAP is also responsible for building plans review, issuance of building permits, inspections during construction, Certificates of Occupancy, and building code enforcement. CAP is also charged with managing the daily operations of the department and ensuring that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the City's residents, stakeholders, staff, and elected officials and continues to work closely with each involved party to verify that the department is providing quality and efficient services.

Reference:

Erik Soroka, City Manager
305.466.8910

Contract Cost

Approximately \$1.1 million (Compensation is based on a percent of revenue)

6. Have you ever failed to complete any work awarded to you? If so, where and why?
- No.
7. Provide the following information concerning all contracts for plans review and/or building inspection services **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Building Dept Services	City of Weston	% of Revenue	2015	Ongoing
Building Dept Services	Town of Southwest Ranches	% of Revenue	2012	Ongoing
Expedited and Emergency Building Dept Services	City of Fort Lauderdale	Hourly Contract	2012	Ongoing
Building Dept Services	City of Wilton Manors	% of Revenue	2013	Ongoing

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Building Dept Services	City of Lauderhill	Hourly contract	2013	Ongoing
Building Dept Services	City of South Bay	Hourly contract	2013	Ongoing
Building Dept Services	City of Aventura	% of Revenue	2012	Ongoing
Building Dept Services	Town of Cutler Bay	% of Revenue	2012	Ongoing
Building Dept Services	Village of El Portal	% of Revenue	2012	Ongoing
Building Dept Services	City of North Miami Beach	Hourly Contract	2012	Ongoing
Building Dept Services	City of Miami Beach	Hourly Contract	2012	Ongoing
Building Dept Services	Florida International University	Work order Driven	2012	Ongoing
Building Dept Services	Florida Atlantic University	Work order Driven	2012	Ongoing
Building Dept Services	Miami Dade College	Hourly and Work Order Driven	2012	Ongoing
Building Dept Services	Miami Dade County Public Schools	Work Order Driven	2012	Ongoing

8. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



Exhibit B to 2017 CAP Contract

EXPERIENCE

For more than 22 years, C.A.P. Government, Inc. (CAP) has provided building department services to local municipalities and educational organizations. Our efforts have established CAP as an industry leader in the provision of these services. Several examples of CAP projects that are similar in scope to this contract include:

- City of Weston
- Town of Southwest Ranches
- City of Fort Lauderdale
- Town of Cutler Bay
- City of Aventura
- Village of El Portal
- City of Miami Beach

Many of CAP's clients are repeat customers whose contracts have been active for at least five years, with some lasting as long as 15 years such as the City of Aventura.

Our team is qualified to administer professional building code services per Chapter 553 and 468, Part XII of the Florida Statutes, the Florida Building Code (FBC), Chapter 8 of Fort Lauderdale-Broward County, Cities Municipal Code of Ordinances, and all relevant laws and codes. Additionally, employees are certified by the State of Florida Code Administrators and Inspection Board, the State of Florida Board of Professional Engineers, and the Broward County Board of Rules and Appeals (BORA). As a safeguard, all CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy. We certify that no person assigned to Town work has been convicted of any felony or misdemeanor involving moral turpitude.

The following pages provide detailed descriptions of specialized experience with similar projects, demonstrate the quality of our past performance, and provide evidence of successful professional services. Each of the listed projects has been primarily supported by our proposed team.

CITY OF WESTON

CAP provides full-service building department services including plans review and inspections services. CAP also

Relevance

- Full service
- Active contract

serves as the Building Official for the City of Weston and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. Operational responsibilities include but are not limited to scheduling inspections and plans reviews, maintaining an organized filing system, ensuring that all reporting is completed in a timely fashion, working with the City to establish policies including the selection of software, and training staff to provide excellent customer service.

Accomplishments

- 3.0 ISO Evaluation Rating
- Successful transition from Broward County Services

TOWN OF SOUTHWEST RANCHES



Relevance

- Full service
- Active contract

CAP has been providing full-service building department services including plans review and inspections services to the Town for the last five years. CAP also serves as the Building Official for the Town of Southwest Ranches and is involved in managing the daily operations of the department. Responsibilities include building plans review, issuance of building permits, inspections during construction, and issuance of Certificates of Occupancy. The purpose of building code services is to ensure compliance with the FBC, Broward County Edition, which regulates all building construction activities within the Town of Southwest Ranches.

Accomplishments

- 3.0 ISO Evaluation Rating
- Successful transition from Broward County Services

CITY OF FORT LAUDERDALE

Relevance

- Plans Review
- Inspections
- Active contract

Over the last four years, CAP has been continuously selected to provide expedited plans review services for building/structural, roofing, electrical, mechanical, plumbing, landscaping, zoning, and engineering for the City. Most recently, CAP was selected to provide emergency plans review and emergency inspection services. CAP's contracts with the City require that our staff commit to meeting established service thresholds as well as being available on an as-needed basis.

Exhibit B to 2017 CAP Contract

Accomplishments

- 3.0 ISO Evaluation Rating
- Successive Contract Renewals

TOWN OF CUTLER BAY



Relevance

- Full service
- Active contract

Since 2005, the Town of Cutler Bay has had an active contract with CAP for full-service building and permitting activities. Responsibilities include building plans review, issuance of building permits, inspections during construction, issuance of Certificates of Occupancy, and building code enforcement. In

addition to the technical services provided, CAP also serves as the Building Official for the Town and is involved in the management of the day-to-day operations of the building department including providing, managing, and training permit clerks; ensuring that all plans review and inspection requests are handled in a timely basis and per the established service thresholds; ensuring that customer service standards are adhered to; maintaining an organized filing system; and working with City administration as needed on department related policies and procedures.

Accomplishments

- Successive Contract Renewals

CITY OF AVENTURA

Relevance

- Full service
- Active contract

CAP's long-standing relationship with the City began in 1996. Today, CAP has been providing the City with full service

plans review and inspection services for more than 15 years. In addition to serving as the Building Official for the City, CAP is also responsible for building plans review, issuance of building permits, inspections during construction, Certificates of Occupancy, and building code enforcement. CAP is also charged with managing the daily operations of the department and ensuring that all requests are carried out in accordance with the FBC. CAP has enjoyed a productive working relationship with the City's residents, stakeholders, staff, and elected officials and continues to work closely with each involved party to verify that the department is providing quality and efficient services.

Accomplishments

- Successive Contract Renewals

CITY OF MIAMI BEACH



Relevance

- Plans Review
- Inspections
- Active contract

In 2009, CAP was selected by the City to provide building inspection and plans review services for various disciplines on an as-needed and on-going basis. Responsibilities include conducting field inspections to grant/deny approvals based on compliance with the FBC; reviewing plans, specifications, and materials to grant/deny approval based on compliance; evaluate alternate methods, procedures, materials, and products; and other related work required by the department director.

Accomplishments

- Successive Contract Renewals

SUMMARY OF CONTRACTS

Exhibit B to 2017 CAP Contract

Client	Address	Community Information	Client Reference	Term of Service	Services Provided	Contract Details
City of Aventura	19200 W. Country Club Drive, Suite 500 Aventura, Florida 33180	Sq. Mi.: 3-5 Population: 29,475	Eric M. Soroka 305.466.8910	1996-Present	Building official, plans review, and inspections	Price: \$1.1 million Term: 5 years Method: % of revenue FTEs Assigned: 3
City of Fort Lauderdale	700 NW 19 Avenue Fort Lauderdale, Florida 33311	Sq. Mi.: 33 Population: 180,000	Kathye Reilly 954-.828.4990	2007-Present	Expedited and emergency plans review and inspections	Price: \$250,000 Term: 2 years Method: Flat fee per application FTEs Assigned: As-needed
Town of Cutler Bay	10720 Caribbean Boulevard Cutler Bay, Florida 33189	Sq. Mi.: 4-9 Population: 24,781	Steve J. Alexander 305.234.4262	2005-Present	Full building department services	Price: \$500,000 Term: 2 years Method: % of revenue FTEs Assigned: 5
Village of El Portal	500 NE 87 ST El Portal, Florida 33138	Sq. Mi.: 0.4 Population: 2,427	Jason Walker 305.795.7880	2005-Present	Building official, plans review, and inspections	Price \$27,000 Term: 2 year contract Method: % of revenue FTEs Assigned: 3
City of Weston	2700 S Commerce Parkway, #103 Weston, Florida 33331	Sq. Mi.: 26.28 Population: 65,793	John Flint 954.385.2000	2005-Present	Building official, plans review, and inspections	Price: \$1.5 million Term: 5 years Method: % of revenue FTEs Assigned: 2
Town of Southwest Ranches	6589 SW 160 Avenue Southwest Ranches, Florida 33331	Sq. Mi.: 13 Population: 7,342	Bert Wrains 954.434.0008	2006-Present	Building official, plans review, and inspections	Price: \$700,000 Term: 3 years Method: % of revenue FTEs Assigned: 2
Miami-Dade College	11011 SW 104 Street Miami, Florida 33176	8 Campuses and 21 Outreach Centers	Patrick Rebull, PE 305.237.2425	2003-2009	Plans review and inspections	Price: \$75,000 Term: 3 years Method: Hourly and work order FTEs Assigned: As-needed
Florida International University	11555 SW 17th Street CSC-113 University Park Miami, Florida 33199	2 Main Campuses and Various Branches	Francisco Quintana 305.348.4085	2007-Present	Plans review and inspections	Price: \$300,000 Term: 3 years Method: Work order FTEs Assigned: 4
Miami-Dade County School Board	12525 NW 28 Avenue, Suite 51 Miami, Florida 33167	415 Schools	Harry Munoz 305.995.4780	2006-Present	Plans review and inspections	Price: \$99,944 Term: 4 years Method: Percentage of construction cost FTEs Assigned: As-needed

REFERENCES

Exhibit B to 2017 CAP Contract



Eric M. Hersh
Mayor

Mercedes G. Henriksson
Commissioner

Angel M. Gomez
Commissioner

Toby Feuer
Commissioner

Jim Norton
Commissioner

John R. Flint
City Manager/CEO

23 May 2011

Ms. Louise Stilson
City Clerk
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, FL 33004

**Re: City of Dania Beach Building Department Services
RFP No. 11-006**

Dear Ms. Stilson:

The purpose of this correspondence is in response to a reference request from C.A.P. Government, Inc., ("CAP") as a part of its submittal for the City of Dania Beach Building Department Services RFP No. 11-006.

CAP administers the Florida Building Code on behalf of the City of Weston (the "City") under an agreement, and has been doing so since July 2005. The scope of the work includes plan review and inspection services, and services during a declared local state of emergency.

CAP has, and continues to date to satisfactorily fulfill its obligations under its agreement with the City.

Sincerely,

THE CITY OF WESTON



John R. Flint
City Manager/CEO

48952v1

The Nation's Premier Municipal CorporationSM

17200 Royal Palm Boulevard ■ Weston, Florida 33326 ■ Phone: 954-385-2000 ■ Fax: 954-385-2010 ■ www.westonfl.org

Exhibit B to 2017 CAP Contract



CITY OF PARKLAND

6600 University Drive
Parkland, Florida 33067
Office (954) 753-5040 • Fax: (954) 341-5161
www.cityofparkland.org

May 23, 2011

Re: C.A.P. Government, Inc. Letter of Recommendation

To Whom It May Concern:

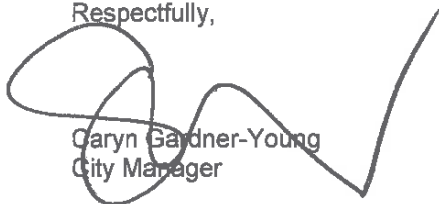
The City of Parkland ("City") previously contracted with CAP Government ("CAP") to provide consulting services to improve, to make more efficient and to implement better customer service within the City's Building Department. CAP's Project Manager was Cosmo Tornese. Cosmo's unique combination of government experience and private sector knowledge allowed him to contribute to the City in ways that others could not. Cosmo provided solid documentation of his findings and solid counsel and his advice to the City allowed changes to be made that were readily accepted by staff.

The service included:

- Analysis of cost versus revenue
- Recommendation to improve customer service that included modifications to the counter procedures
- Study the existing system and provide measures to improve the plan review and inspections programs
- Review and make recommendations to amend the fee schedule of the Building Department

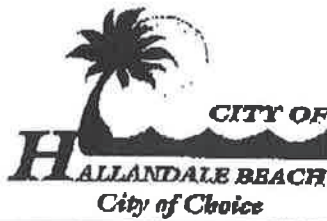
On behalf of the City of Parkland, I wish to express our gratitude and commend the quality of the services provided by the CAP team and it is always a pleasure to work with dedicated professionals.

Respectfully,



Caryn Gardner-Young
City Manager

Exhibit B to 2017 CAP Contract



City of Hallandale Beach

Mark Antonio
City Manager

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

City Mgr. Fax: (954) 457-1454

May 20, 2011

Re: C.A.P. Government, Inc. Letter of Recommendation

C.A.P. Government, Inc. (CAP) entered into a contract with the City of Hallandale Beach to provide building department consulting services to improve efficiency and customer service. Using his skills, knowledge, and experience Mr. Cosmo Tornese, PE served as the lead individual responsible for providing the following services to the City:

- Reviewed fees, revenue, and expenses
- Analyzed and amended department fee schedule to increase revenue
- Made recommendations to improve customer service by modifying procedures at the front counter
- Studied the existing system and provided measures to improve the plans review and inspections process

On behalf of the City of Hallandale Beach, I wish to express our gratitude and commend the quality of services provided by the CAP team. Their recommendations were readily accepted by City staff and the public. It is always a pleasure to work with dedicated professionals.

Sincerely,

Mark Antonio
City Manager

Exhibit B to 2017 CAP Contract

City Hall (561) 996-6751
(561) 996-6752

Police
Department (561) 996-6511

City of South Bay

335 S. W. 2ND AVENUE
South Bay, Florida 33493

May 26, 2011

To whom it may concern:

I am pleased to have this opportunity to recommend the services of C.A.P. Government, Inc. (CAP). For the past year, CAP has provided an extraordinary high level of building services to the City of South Bay, Florida including plans review and inspection. The City entered into a partnership with CAP to provide technical services related to building, electrical, mechanical and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statue 468, Part XIII and Florida Building Code, Chapter 18 and Chapter 34 and any other applicable Chapter of the City of South Bay's Municipal Code of Ordinances.

It is without reservation that I recommend the services of C.A.P. Government.

Sincerely,



Arthur W. Anderson, Ph.D.

Assistant City Manager

FORM B

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP Form B

Proposer: C.A.P. Government, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact John Flint
Title of Contact City Manager, Town of Weston
Telephone Number: 954.385.2000 Fax Number 954.385.2010
2. Name of Contact Kathey Reily
Title of Contact Building Department Coordinator, City of Fort Lauderdale
Telephone Number: 954.828.4990 Fax Number 954.828.6330
3. Name of Contact Erik Soroka
Title of Contact City Manager, City of Aventura
Telephone Number: 305.466.8910 Fax Number 305.466.8919
4. Name of Contact Bert Wrains
Title of Contact Town Administrator, Bert Wrains
Telephone Number: 954.434.0008 Fax Number 954.434.1490



Exhibit B to 2017 CAP Contract

PROVIDING SERVICES

APPROACH

C.A.P. Government, Inc. (CAP) understands that the first steps towards improving the Town's building department services involve evaluating the existing operational structure, identifying efficiencies, reviewing the fee schedule, and implementing a transition plan. To best prepare for the continuity of operations within the Town during the transition, our team must fully understand the current resources available and how best to integrate our team within the existing framework. Most recently, the Town of Wilton Manors selected CAP as the provider of choice to transition their building department from contractual services with Broward County. We also facilitated a seamless transition from County services in the City of Weston and various other municipalities.

The CAP team will work closely with Town staff throughout the transition phase and term of our contract. We understand that the Town requires a firm with extensive experience providing plans review and building inspection services and are prepared to provide plans review and inspection services using our proven methodology. CAP commits to:

- Leading the Town through this process with proven expertise and an intimate knowledge of best practices.
- Actively facilitating the entire transition process.
- Providing staff to work at the Town's municipal facilities during normal business hours or as may be altered by mutual agreement.
- Monitoring the review and inspection process to ensure that prescribed performance standards are met.
- Providing all necessary equipment to perform the required services including vehicles, uniforms, cell phones, and computers.

The following process outlines the proposed approach and methodology to comply with the scope of work. As a private enterprise, CAP has the flexibility to increase or decrease staffing levels to meet project demands.

PROCESS PERMIT APPLICATIONS

CAP will process all permit applications. Requests for plans review submitted to CAP by the Town via e-mail before the end of the day will be placed on the reviewer's schedule for the following day.

REVIEW PLANS FOR PERMITTING

CAP will review all applications for compliance with the Town's submittal requirements including verifying contractor licensing and insurance as well as obtaining other necessary agency approvals. Staff will then prepare and route the application to obtain the necessary technical reviews by the appropriate staff for compliance and regulatory review and comments. The technical review process will begin no later than one business day after the submittal of a completed application and recording of same.

ISSUE AND MONITOR PERMITS

A building permit will be issued once CAP staff have reviewed and processed construction plans and it is determined that the permit application and supporting documentation is in compliance with all codes.

We will monitor the status of all permits and use the Town's Special Magistrate to adjudicate expired permits.

INSPECT PERMITTED JOBSITES

Clerical staff will distribute all inspection requests made either by telephone, in person, fax, or electronically and notify the appropriate inspector.

Inspectors will perform inspections of permitted construction within Town limits to ensure compliance with applicable building codes, Town codes and ordinances, and permitted plans and specifications. The inspection will be performed within one business day of receipt the request.

CAP's inspectors will also conduct inspections and enforce the Broward County 40-year building safety inspection program and use the Town's Special Magistrate to adjudicate violations.

ENFORCE REQUIREMENTS OF CODE

Inspectors, during their regularly scheduled inspections, will monitor the Town for possible building code violations. Upon receipt of a complaint or a request, inspectors will also investigate possible building code violations. In addition, our staff will issue Certificates of Occupancy (CO) and issue Certificates of Completion (CC), as appropriate, as a final step in determining compliance with the Florida Building Code. An application for CO/CC has been developed

Exhibit B to 2017 CAP Contract

for this purpose. Once work has been completed, all inspections have been made, and all requirements have been met, the owner will apply for a CO or CC. The clerical staff will verify compliance with the documents and the Building Official will issue the appropriate certificate.

SUBMIT MONTHLY REPORTS TO TOWN

CAP will prepare monthly reports for submittal to the Town to track the number of permit applications submitted, number of permits approved including the average number of days between permit application and permit approval, inspections, number and type of inspections, number of building permits issued for construction projects in excess of \$100,000, outcomes, investigations of complaints, and other reports as may be required by the Town.

CAP will also submit a monthly report to reconcile all revenues collected with the Town's Finance Department.

In addition to the Town, CAP may maintain records of:

- All plans submitted for permits including the date and time of submittal
- Duration to complete technical review
- Dates plans were picked up from the department
- Permits issued and not issued
- Inquiries made to department
- Phone calls received and returned
- Inspection requests including the date and time of request
- Date and time inspections were performed
- Results of inspections
- Complaints
- Results of complaints
- Applications for CO/CC
- Cases going to boards and their outcome
- All other building department activities

CAP will submit a report to the Town on a monthly basis. These reports will also be used to adjust the department's staffing needs, if necessary.

PROCESS, STORE, AND ARCHIVE FILES

Working with the Town, we will adhere to the operations currently in-place. Our experience includes maintaining working files on-site with storage and archiving of permit files maintained electronically through a Town-approved vendor.

REPRESENTATION OF THE TOWN

CAP is prepared to act as the Town's representative and attend meetings as requested. CAP will prepare and represent the Town in all cases presented to the various boards, in conjunction with the Town Attorney.

COLLABORATION WITH CLIENTS

CAP will consult with architects, engineers, and contractors for building code guidance on large projects.

CAP will also consult with building code experts from the state; county; cities; and other architects, engineers, and contractors on questionable matters concerning the building code. This may be applicable for all projects, but especially for large ones.

Our staff is prepared to meet with architects, engineers, homeowners, contractors and other permit holders, when requested, to discuss any questions, problems, or concerns on plans or permits.

CAP will also provide assistance to architects/engineers, homeowners, contractors, and other permit applicants and permit holders on building permitting and inspection issues. The entire staff will make themselves available to assist and provide information on building permitting and inspection issues.

EMERGENCY SERVICES

CAP will be available for all type of building code related emergencies on a 24-hour basis. Mr. Tringo will be assigned as the Project Manager and will be the Town's primary point of contact during a declared emergency.

DAMAGE ASSESSMENT SERVICES

Our inspection team will conduct inspections and prepare damage assessment reports for emergencies and natural disasters. CAP has first-hand experience having performed damage assessments after Hurricanes Andrew in 1992; Charlie, Frances, and Jeanne in 2004; and Wilma and Katrina in 2005.

JOBSITE DISASTER PREPARATION

All permits issued will include the requirements for job site hurricane precautions. When determined by the National Hurricane Center (NHC) that there is the possibility of a hurricane, inspectors will notify permit holders of these requirements.

Exhibit B to 2017 CAP Contract

This service is triggered upon notification by the NHC that the Town is under a Hurricane Watch. Our inspectors will return once the warnings have been lifted to survey the damage, if any.

FEMA COMPLIANCE

CAP will review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. We will monitor all work to ensure compliance with the requirements for state and federal funding and for state or federal reimbursement. CAP staff is also FEMA NIMS certified.

AUTOMATION, SUPPORT, AND SOFTWARE

CAP will provide and enter data into a software application that processes; tracks and monitors permit, plan review, and inspection activity; contains plan review comments and approvals; schedules pending and daily inspections; and records date of C.O. CAP will provide updates in real time and all data shall be the property of the Town. The Town shall be provided with the capability of viewing information in the software application. CAP understands that it is responsible for all costs associated with providing, maintaining, and updating the software application and will work with the Town to select an acceptable software program.

CAP has been using CitizenServ as their software supplier over the last three years. Under our guidance, the Town of Southwest Ranches successfully installed this software and has been satisfied with the results. Most recently, we also assisted with the implementation of this program at the City of Wilton Manors.

VERIFY NOTICE OF COMMENCEMENT

During the first inspection, staff will verify that the Notice of Commencement has been properly filed with the Clerk of Courts.

INTERDEPARTMENTAL COORDINATION

CAP will coordinate with the Town's Planning Staff or Town's outsourced consultants, including without limitation, the Development Review Committee, the Town's Fire Marshall and the Town's Code Enforcement Officers.

INTERAGENCY COORDINATION

We will coordinate activities with County Boards and Agencies, including without limitation, the Broward County Board of Rules and Appeals, and the Florida Building Commission, such as when the Building Official has deemed a structure unsafe. Provide services with

regard to Unsafe Buildings as described in the FBC, inspect, post and record violations, and conduct public hearings and support the Unsafe Structures Board.

INQUIRIES AND COMPLAINTS

Staff will receive all inquiries made via phone, fax, e-mail, or in person. They will, if possible, immediately provide answers or provide direction to address these inquiries. If it is not possible to immediately address these inquiries, they will be directed to the appropriate staff who will address them within 24 hours. More complex issues will be returned within 48 hours.

PERMIT COUNTER

CAP will assign one full-time technician and one backup person so as to have full coverage of the front counter at all times. Staff will answer incoming calls, assist individuals who physically come to the office, and provide general services for all related inquiries.

CUSTOMER SERVICES REQUIREMENTS

CAP's staff will follow established and proven customer service standards which include the immediate greeting of customers, professional telephone manners, and properly addressing the public's concerns.

CAP may establish an extended work schedule, to include evening and/or weekend service, as the need arises to address emergency services, perform code compliance sweeps, enforce building code issues, or respond to similar situations.

In an effort to improve customer service, CAP will assist and participate in the development a series of forms, brochures, and citizen meetings to:

- Gather constructive feedback from customers (via customer evaluation forms)
- Develop a complaints system that will allow us to keep parties informed and keep track of actions
- Inform customers of the permit application process and requirements
- Inform owners (via brochure) on the importance of permits, licensed and insured contractors, and consequences of not following regulations including fines assessment
- Create seminars for the users of the permitting process to demonstrate how the system works and its explain the requirements. Target audience will include owners, contractors, designers, real estate industry, and other interested parties
- Coordinate functions between certified inspectors and certified code enforcement officers to maximize code compliance within the Town.

Exhibit B to 2017 CAP Contract

TRANSITION PLAN

CAP has extensive experience carrying out the transition process with little or no impact to our clients and all other stakeholders. We have participated in the successful transitions of ten municipal governments including established municipalities such as Aventura, Weston, and Southwest Ranches.

We understand that each municipal administration has unique needs and established methods of operation. CAP is committed to working closely with clients during the transition period to understand exactly what is expected from our staff, develop a systematic approach to meeting the needs of the department, and establish measurable goals to monitor our progress.

Our proposed transition plan will follow other successful municipal transitions. We propose to provide staff once the Town Commission, acting on the recommendations of the Selection Committee and the Town Manager, has deemed CAP the successful proposer. The first step involves hosting a kick-off meeting to discuss the anticipated timeline for the transition and identify the steps necessary to ensure a smooth transfer of responsibility.

Our staff will begin to coordinate immediately with the Building Department Director on the day-to-day activities while becoming familiar with the current working environment and more importantly the customers. We will also become familiar with IT operations including software, scanning equipment, and computer hardware. At the Town's request, we may also use this transition period to interview current Town employees that might be hired by our firm. This will be coordinated with the Town and Human Resource Department.

Once the Notice to Proceed is issued, that becomes our day one. We will become fully responsible for the entire operation under the terms and conditions of the RFP. We propose to be compensated at an hourly rate for continuing to process (plan reviews and inspections) all open permits previously issued by the Town. The details of compensation for new permit applications are discussed in the fees section of this submittal.

Our proposed staffing plan consists of the use of our existing staff since they are familiar with Broward County—some whom have worked within the Town while previously employed by Broward County. This eliminates the need for additional training or familiarization with the Building Code in Broward County.

Furthermore, our staff's vehicles are identifiable, reliable, and equipped with a GPS system which will enable them to navigate the Town with minimal effort.

CAP is confident that we can manage the transition satisfactorily, even in the face of unforeseen circumstances, such as was the case at the City of Weston. Upon the commencement of our contract with the City, South Florida was struck by Hurricane Wilma which required our immediate attention. From the preparatory measures prior to the storm including site checks for safety and issuing notices to residents and business to the massive influx of storm related issues after the storm, CAP was prepared to serve the City, its residents, and business owners and was extremely responsive to the needs of the community. It is worth noting, that the seamless transition of responsibility coupled with properly executed coordination enabled us to perform our role with little to no impact or public awareness of the transfer—it was business as usual at the department.

We look forward to bringing CAP's proven track record to the Town and to create another success story in our history of serving municipalities as well as their citizens, stakeholders, staff, and elected officials.



Exhibit B to 2017 CAP Contract

COMPENSATION

Compensation for this contract is based on the sharing of gross revenues, a method that we have been working with successfully since 1992. C.A.P. Government, Inc. (CAP) is proposing to retain seventy-five (75%) percent of total monthly revenues and sharing the remaining twenty-five (25%) percent of revenues with the Town of Lauderdale-by-the-Sea (Town). This represents a twenty-five (25%) percent surcharge to the Town.

CAP understands this compensation package may be fully negotiated once the selection is completed based on quality and experience. CAP looks forward to the opportunity of discussing this compensation in further detail with the Town. This compensation package may be revisited semiannually and adjusted, if necessary, based on mutual agreement.

CAP proposes supplying staff with computers to provide building department services to the Town. CAP also understands that we are responsible for all costs associated with the selection, installation, and maintenance of the building department software. Further, CAP agrees to participate in negotiations with the Town to determine if we will use the Town's existing phone system. Should the Town's costs for phone services prove to be prohibitive, CAP will provide phone service to the department.

As per the RFP, CAP will collect, on the Town's behalf, all fees in accordance with the fee schedule provided and remit them to the Town, bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, CAP will submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by CAP in the prior month and show the calculation of CAP's compensation due from the Town.

CAP also understands that the Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with CAP to gain an understanding of the impact the pending changes in the fee structure will have on CAP's ability to continue to perform under the terms of the contract.

Should the Town decide to reduce the fees in the schedule to the extent that CAP can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and CAP may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission or CAP may give notice, as required by the terms of the contract, to terminate the contract.

Inspections performed outside of regular business hours will be compensated per the hourly rates established in the contract between the Town and CAP.

FORM C

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP Form C

Proposer: C.A.P. Government, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: C.A.P. Government, Inc.

Name of authorized representative of Proposer: Carlos A. Penin, PE, President

Proposed Fee Schedule For Services

Proposed Billing & Payment Schedule

Compensation for this contract is based on the sharing of gross revenues, a method that we have been working with successfully since 1992. C.A.P. Government, Inc. (CAP) is proposing to retain seventy-five (75%) percent of total monthly revenues and sharing the remaining twenty-five (25%) percent of revenues with the Town of Lauderdale-by-the-Sea (Town). This represents a twenty-five (25%) percent surcharge to the Town.

CAP understands this compensation package may be fully negotiated once the selection is completed based on quality and experience. CAP looks forward to the opportunity of discussing this compensation in further detail with the Town. This compensation package may be revisited semiannually and adjusted, if necessary, based on mutual agreement.

CAP proposes supplying staff with computers to provide building department services to the Town. CAP also understands that we are responsible for all costs associated with the selection, installation, and maintenance of the building department software. Further, CAP agrees to participate in negotiations with the Town to determine if we will use the Town's existing phone system. Should the Town's costs for phone services prove to be prohibitive, CAP will provide phone service to the department.

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

As per the RFP, CAP will collect, on the Town's behalf, all fees in accordance with the fee schedule provided and remit them to the Town, bi-weekly on a mutually agreeable schedule. On the seventh day of each month of the contract, CAP will submit an invoice to the Town for services for the prior month. That invoice shall detail all fees collected by CAP in the prior month and show the calculation of CAP's compensation due from the Town.

CAP also understands that the Town, at its discretion, may modify the fee schedule but shall not do so without first consulting with CAP to gain an understanding of the impact the pending changes in the fee structure will have on CAP's ability to continue to perform under the terms of the contract.

Should the Town decide to reduce the fees in the schedule to the extent that CAP can demonstrate they are no longer able to continue to perform per the contract on the reduced compensation that will occur, the Town and CAP may negotiate a modification to the compensation percentage formula, subject to approval of the Town Commission or CAP may give notice, as required by the terms of the contract, to terminate the contract.

Inspections performed outside of regular business hours will be compensated per the hourly rates established in the contract between the Town and CAP.

Additional Services.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Building Official	\$85.50
Structural Plans Reviewer	\$71.25
Structural Inspector	\$61.75
Electrical Plans Reviewer	\$71.25
Electrical Inspector	\$61.75
Mechanical Plans Reviewer	\$71.25
Mechanical Inspector	\$61.75
Plumbing Plans Examiner	\$71.25
Plumbing Inspector	\$61.75
Permit Technician	\$27.00

By: _____
Name: Carlos. A. Penin, PE, C.A.P. Government, Inc.
Title: President

Date: 11/10/11



Exhibit B to 2017 CAP Contract

ADDITIONAL INFORMATION

Per the RFP, this section includes the following items:

- Financial Statements
- Verification of Insurance
- Form D

FINANCIAL STATEMENTS

Exhibit B to 2017 CAP Contract



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Accountant's Compilation Report

Board of Directors
C.A.P. Government, Inc.
8350 NW 52nd Terrace
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc. (a Chapter S Corporation) as of December 31, 2010 and the related statements of income, retained earnings and cash flows for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and for presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and review services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

William T. Robinson
William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 23, 2011

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2010

Assets

Current Assets

Accounts Receivable (\$218,362)	
Less Allowance for Doubtful Accounts (127,024)	91,338
Employee Loan/Advances	3,120
Due From Shareholder	739,866
Due From Related Entity	429,339

Total \$1,263,663

Fixed Assets

Vehicles	\$ 14,587
Furniture and Fixtures	39,305
Software	42,905
Computer Equipment	65,719
Total	162,516
Less Accumulated Depreciation	(158,749)

Cost Less Accumulated Depreciation \$ 3,767

Other Assets

Security Deposits	32,972
-------------------	--------

Total Assets \$1,300,402

Liabilities and Stockholders Equity

Current Liabilities

Cash in Bank	\$ 36,589
Accounts Payable	945
Payroll Taxes Payable	560
Notes Payable- Current Portion	460,000

Total \$ 498,094

Other Liabilities

0

Total Liabilities \$ 498,094

Stockholders Equity

Capital Stock	500
Retained Earnings	801,808

Total 802,308

Total Liabilities and Stockholders Equity \$1,300,402

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc
Statement of Income and Retained Earnings for Year Ended December 31

		<u>2010</u>		<u>2009</u>	
		<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
<u>Income-</u>	Professional Fees	\$ 3,780,237	100.0	\$ 4,813,158	100.0
<u>Operating Expenses</u>					
	Associate Fees/Subconsultant	\$ 431,662	11.4	\$ 1,246,019	25.9
	Project Costs	416,741	11.0	257,712	5.4
	Payroll	1,967,817	52.0	2,265,531	46.9
	Taxes & Licenses	147,575	3.9	148,752	3.1
	Insurance	116,912	3.1	140,097	2.9
	Insurance (Group)	178,725	4.7	124,278	2.6
	Rent	79,296	2.1	72,436	1.5
	Professional Fees	54,405	1.5	34,968	0.7
	Vehicle Expense	51,350	1.4	74,107	1.5
	Telephone / Utilities	15,192	0.4	19,739	0.4
	Printing/Reproduction	2,767	0.1	3,345	0.1
	Contributions	2,450	0.1	4,705	0.1
	Office & Postage	17,623	0.5	11,364	0.2
	Data Processing	33,876	0.9	19,224	0.4
	Retirement Plan Expense	24,524	0.6	27,129	0.6
	Travel & Entertainment	13,720	0.4	11,546	0.2
	Depreciation	1,692	-	2,101	0.1
	Employee Welfare	2,558	0.1	2,650	0.1
	Dues & Subscriptions	7,781	0.2	164	-
	Professional Education (Credit)	(9,644)	(0.2)	(12,304)	(0.2)
	Bank Charges /Miscellaneous	706	-	1,641	-
	Marketing	3,997	0.1	9,939	0.2
	Bad Debts	122,589	3.2	2,435	0.1
	Payroll Service Fees	8,616	0.2	7,888	0.2
	<i>Total</i>	<u>\$ 3,692,930</u>	<u>97.7</u>	<u>\$ 4,475,466</u>	<u>93.0</u>
<u>Income From Operations</u>		<u>\$ 87,307</u>	<u>2.3</u>	<u>\$ 337,692</u>	<u>7.0</u>
<u>Other Income (Expense)</u>					
	Interest Income	2	-	11	-
	Interest Expense	(16,553)	(0.4)	(17,058)	(0.3)
	Gain Disposal Fixed Asset	-	-	463	-
	<i>Total</i>	<u>(16,551)</u>	<u>(0.4)</u>	<u>(16,584)</u>	<u>(0.3)</u>
<u>Net Income For Period</u>		<u>\$ 70,756</u>	<u>1.9</u>	<u>\$ 321,108</u>	<u>6.7</u>
<u>Retained Earnings 1/1</u>		<u>\$ 831,052</u>		<u>\$ 659,944</u>	
<u>Less "S" Distributions</u>		<u>(100,000)</u>		<u>(150,000)</u>	
<u>Retained Earnings 12/31</u>		<u>\$ 801,808</u>		<u>\$ 831,052</u>	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2010

Cash Flows From Operating Activities

Net Income	\$ 70,756
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	1,692
Changes in Assets and Liabilities	
Decrease in Accounts Receivable	353,166
Decrease in Prepaid Expenses	32,320
Increase in Security Deposits	(9,012)
Increase in Employee Advances	(3,120)
Decrease in Accounts Payable	(72,867)
Decrease in Accrued Expenses	(37,111)
Decrease in 401K Payable	(4,888)
Decrease Accrued Payroll	(23,104)
Increase in Payroll Taxes Payable	<u>560</u>

Net Cash Provided By Operating Activities \$ 308,392

Cash Flows From Investing Activities

Acquisition Fixed Asset	\$ <u>(2,808)</u>
-------------------------	-------------------

Net Cash Utilized By Investing Activities \$ (2,808)

Cash Flows From Financing Activities

Decrease Notes Payable	\$ (40,000)
Increase in Cash Overdraft	8,592
"S" Distributions	(100,000)
Increase Due from Related Entity	(174,176)

Net Cash Utilized By Financing Activities (305,584)

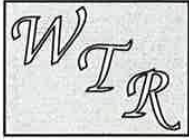
Net Increase in Cash None

Cash, January 1, 2010 None

Cash, December 31, 2010 None

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Board of Directors
C.A.P. Government, Inc
8350 NW 52nd Terrace, Suite 209
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc., as of December 31, 2009, and related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

A handwritten signature in blue ink that reads 'William T. Robinson'.

William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 10, 2010

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2009

Assets

Current Assets

Accounts Receivable (448,939)	
Less Allowance for Doubtful Accounts (4,435)	444,504
Prepaid Expenses	32,320
Due From Shareholder	739,866
Due From Related Entity	<u>255,163</u>

Total \$1,471,853

Fixed Assets

Vehicles	\$ 11,603
Furniture and Fixtures	39,305
Software	42,905
Computer Equipment	<u>65,719</u>
Total	159,532
Less Accumulated Depreciation	<u>(156,881)</u>

Cost Less Accumulated Depreciation \$ 2,651

Other Assets

Security Deposits	<u>23,960</u>
-------------------	---------------

Total Assets \$1,498,464

Liabilities and Stockholders Equity

Current Liabilities

Cash Overdraft	\$ 27,997
Accounts Payable	73,812
Accrued Payroll	23,104
Accrued Expenses	37,111
401K Payable	4,888
Notes Payable- Current Portion	<u>500,000</u>

Total \$ 666,912

Other Liabilities

Total Liabilities \$ 666,912

Stockholders Equity

Capital Stock	500
Retained Earnings	831,052

Total 831,552

Total Liabilities and Stockholders Equity \$1,498,464

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc
Statement of Income and Retained Earnings for Year Ended December 31

	<u>2009</u>		<u>2008</u>	
	\$	%	\$	%
<u>Income-</u> Professional Fees	\$ 4,813,158	100.0	\$ 5,689,061	100.0
<u>Operating Expenses</u>				
Associate Fees/Subconsultant	\$ 1,246,019	25.9	\$ 702,183	12.3
Project Costs	257,712	5.4	74,262	1.3
Payroll	2,265,531	46.9	3,455,200	60.7
Taxes & Licenses	148,752	3.1	247,681	4.4
Insurance	140,097	2.9	101,480	1.8
Insurance (Group)	124,278	2.6	247,334	4.3
Rent	72,436	1.5	176,250	3.1
Professional Fees	34,968	0.7	52,140	0.9
Vehicle Expense	74,107	1.5	159,377	2.8
Telephone	19,739	0.4	59,364	1.0
Printing/Reproduction	3,345	0.1	5,048	0.1
Contributions	4,705	0.1	850	-
Office Postage	11,364	0.2	28,736	0.5
Data Processing	19,224	0.4	37,602	0.6
Retirement Plan Expense	27,129	0.6	37,825	0.6
Travel & Entertainment	11,546	0.2	21,375	0.4
Depreciation	2,101	0.1	31,699	0.6
Employee Welfare	2,650	0.1	2,645	-
Dues & Subscriptions	164	-	12,590	0.2
Professional Education (Credit)	(12,304)	(0.2)	(9,628)	0.1
Bank Charges /Miscellaneous	1,641	-	702	-
Marketing	9,939	0.2	5,145	0.1
Bad Debts	2,435	0.1	2,000	-
Payroll Service Fees	7,888	0.2		
<i>Total</i>	\$ 4,475,466	93.0	\$ 5,451,860	95.8
<u>Income From Operations</u>	\$ 337,692	7.0	\$ 237,201	4.2
<u>Other Income (Expense)</u>				
Interest Income	11	-	47	-
Interest Expense	(17,058)	(0.3)	(32,832)	(0.6)
Management Fee	-	-	171,159	3.0
Gain Disposal Fixed Asset	463	-	-	-
<u>Net Income For Period</u>	\$ 321,108	6.7	\$ 375,575	6.6
<u>Retained Earnings 1/1</u>	\$ 659,944		\$ 634,369	
<u>Less "S" Distributions</u>	(150,000)		(350,000)	
<u>Retained Earnings 12/31</u>	\$ 831,052		\$ 659,944	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2009

Cash Flows From Operating Activities

Net Income	\$ 321,108
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	2,101
Changes in Assets and Liabilities	
Increase in Accounts Receivable	(282,499)
Increase in Security Deposits	(8,450)
Increase in Accounts Payable	8,282
Decrease in 401K Payable	(1,062)
Increase in Accrued Expenses	18,011
Increase in Prepaid Expenses	(32,320)
Decrease Accrued Payroll	(4,017)

Net Cash Provided By Operating Activities \$ 21,154

Cash Flows From Investing Activities

Disposition Fixed Asset \$ 1,037

Net Cash Provided By Investing Activities \$ 1,037

Cash Flows From Financing Activities

Decrease Notes Payable	\$ (163,164)
Decrease in Cash Overdraft	(50,274)
"S" Distributions	(150,000)
Decrease Due from Related Entity	191,247
Decrease Due from Shareholder	150,000

Net Cash Utilized By Financing Activities (22,191)

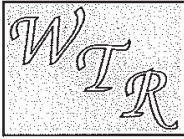
Net Increase in Cash \$ -

Cash, January 1, 2009 -

Cash, December 31, 2009 \$ -

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract



William T. Robinson

Certified Public Accountant

10235 West Sample Road, Suite 107
Coral Springs, Florida 33065

(954) 752-8152
Fax (954) 752-8153

Board of Directors
C.A.P. Government, Inc
8350 NW 52nd Terrace, Suite 209
Doral, Florida 33166

I have compiled the accompanying balance sheet of C.A.P. Government, Inc., as of December 31, 2008, and related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

William T. Robinson
Certified Public Accountant

Coral Springs, Florida
February 26, 2009

Member American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc.
Balance Sheet
December 31, 2008

Assets

Current Assets

Accounts Receivable (164,005)	
Less Allowance for Doubtful Accounts (2,000)	162,005
Due From Shareholder	889,866
Due From Related Entity	<u>446,410</u>

Total \$1,498,281

Fixed Assets

Vehicles	\$ 14,473
Furniture and Fixtures	47,133
Software	42,905
Computer Equipment	<u>65,719</u>
Total	170,230
Less Accumulated Depreciation	<u>(164,441)</u>

Cost Less Accumulated Depreciation \$ 5,789

Other Assets

Security Deposits	<u>15,510</u>
-------------------	---------------

Total Assets \$1,519,580

Liabilities and Stockholders Equity

Current Liabilities

Cash Overdraft	\$ 78,271
Accounts Payable	65,530
Accrued Payroll	27,121
Accrued Expenses	19,100
401K Payable	5,950
Notes Payable- Current Portion	<u>663,164</u>

Total \$ 859,136

Other Liabilities

Total Liabilities \$ 859,136

Stockholders Equity

Capital Stock	500
Retained Earnings	659,944

Total 660,444

Total Liabilities and Stockholders Equity \$1,519,580

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P. Government, Inc Statement of Income and Retained Earnings for Year Ended December 31

		<u>2008</u>		<u>2007</u>	
		\$	%	\$	%
<u>Income-</u>	Professional Fees	<u>\$ 5,689,061</u>	100.0	<u>\$ 6,855,885</u>	100.0
<u>Operating Expenses</u>					
	Associate Fees/Subconsultant	\$ 702,183	12.3	\$ 215,673	3.1
	Project Costs	74,262	1.3	155,592	2.3
	Payroll	3,455,200	60.7	4,072,906	59.4
	Taxes & Licenses	247,681	4.4	277,830	4.0
	Insurance	101,480	1.8	367,132	5.4
	Insurance (Group)	247,334	4.3	381,186	5.6
	Rent	176,250	3.1	84,143	1.2
	Professional Fees	52,140	0.9	62,851	0.9
	Vehicle Expense	159,377	2.8	167,849	2.5
	Telephone/Utilities	59,364	1.0	79,027	1.1
	Printing/Reproduction	5,048	0.1	18,114	0.3
	Contributions	850	-	10,166	0.1
	Office Postage	28,736	0.5	17,295	0.3
	Data Processing	37,602	0.6	49,568	0.7
	Retirement Plan Expense	37,825	0.6	32,421	0.5
	Travel & Entertainment	21,375	0.4	33,845	0.5
	Depreciation	31,699	0.6	100,358	1.5
	Employee Welfare	2,645	-	2,912	-
	Dues & Subscriptions	12,590	0.2	5,007	0.1
	Professional Education	(9,628)	0.1	2,302	-
	Bank Charges /Miscellaneous	702	-	4,752	0.1
	Contract Office Labor	-	-	1,300	-
	Marketing	5,145	0.1	-	-
	Bad Debts	2,000	-	-	-
	<i>Total</i>	<u>\$ 5,451,860</u>	95.8	<u>\$ 6,142,229</u>	89.6
<u>Income From Operations</u>		<u>\$ 237,201</u>	4.2	<u>\$ 713,656</u>	10.4
<u>Other Income (Expense)</u>					
	Interest Income	47	-	6,954	0.1
	Interest Expense	(32,832)	(0.6)	(69,161)	(1.0)
	Management Fee	171,159	3.0	-	-
<u>Net Income For Period</u>		<u>375,575</u>	6.6	<u>651,449</u>	9.5
<u>Retained Earnings (Accumulated Deficit) 1/1</u>		<u>\$ 634,369</u>		<u>\$ (17,080)</u>	
<u>Less "S" Distributions</u>		<u>(350,000)</u>		<u>0</u>	
<u>Retained Earnings 12/31</u>		<u>\$ 659,944</u>		<u>\$ 634,369</u>	

See Accountants Compilation Report

Exhibit B to 2017 CAP Contract

C.A.P Government, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2008

Cash Flows From Operating Activities

Net Income	\$ 375,575
Adjustment to Reconcile to Net Cash to Net Cash Provided by Operating Activities	
Provision for Depreciation	31,699
Changes in Assets and Liabilities	
Decrease in Accounts Receivable	354,531
Decrease in Security Deposits	10,000
Increase in Accounts Payable	13,170
Increase in 401K Payable	5,950
Decrease in Accrued Expenses	<u>(100,949)</u>

Net Cash Provided By Operating Activities \$ 689,976

Cash Flows From Investing Activities

Purchases- Fixed Assets \$ (37,487)

Net Cash Utilized By Investing Activities \$ (37,487)

Cash Flows From Financing Activities

Increase Long Term Debt	\$ 60,000
Increase in Cash Overdraft	78,271
"S" Distributions	(350,000)
Increase Due from Related Entity	<u>(446,410)</u>

Net Cash Utilized By Financing Activities (658,139)

Net Decrease in Cash \$ (5,650)

Cash, January 1, 2008 5,650

Cash, December 31, 2008 \$ -

See Accountants Compilation Report

PROOF OF INSURANCE

Exhibit B to 2017 CAP Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin Insurance 9800 NW 41st Street, Ste. 300 Suite 300 Miami FL 33178		CONTACT NAME: Patricia Castellanos PHONE (A/C, No, Ext): (305) 591-0090 FAX (A/C, No): (305) 599-6138 E-MAIL ADDRESS: pcastellanos@seitlin.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Ins Co	
		INSURER B: Phoenix Insurance Company	
		INSURER C: Evanston Insurance Company	
		INSURER D: Travelers Property Casualty Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 29889 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		660-7532R276-COF-11	9/5/2011	9/5/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		810-7532R276-COF-11	9/5/2011	9/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP07532R276-TLC-11	9/5/2011	9/5/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB-7946R055-PHX-11	9/5/2011	9/5/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy		AE-819818	9/5/2011	9/5/2012	Per Claim/Per Aggregate \$ 2,000,000 Deductible - Retro \$ 25,000 Date: 9/6/96

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of insurance only.

CERTIFICATE HOLDER C.A.P. Government, Inc. 8350 NW 52nd Terrace Suite 209 Doral FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

FORM D

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

RFP FORM D

Proposer: C.A.P. Government, Inc.

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

Exhibit B to 2017 CAP Contract

PLANS REVIEW & BUILDING INSPECTION SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-01

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

C.A.P. Government, Inc.
Name of Business

By: _____
Signature

Carlos A. Penin, PE, President
Print Name and Title

8350 NW 52 Terrace, Suite 209
Doral, Florida 33166
Mailing Address

State of Florida
County of Miami-Dade

Sworn to and subscribed before me this 10th day of November , 2011.

Notary Public

My Commission Expires: _____

Exhibit B-1

Electronic Plan Review (EPR) Services

CAP Government (CAP) will provide technological solutions to enhance customer and building code services. The CAP Electronic Plan Review (EPR) service will be integrated in the building permit process. In doing so, CAP will provide remote (off site) plan review and remote permit administrative services to augment the CAP staff assigned to the Town of Lauderdale-by-the-Sea (LBTS). A remote EPR permit administrator will be added to the CAP personnel assigned to LBTS. This position will be responsible for the efficient and effective processing of permits in the EPR and permitting software programs, as well as any related customer service assistance.