Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, November 9, 2021, 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 Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**

   5a.. Veteran's Day and Christmas By The Sea
   CoverPage.pdf

6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

   7a. BSO October 2021
   CoverPage.pdf
   Ex.1 - BSO October 2021 Report.pdf

   7b. VFD October 2021 Report
   CoverPage.pdf
   Ex1 - VFD October 2021 Report.pdf

   7c. AMR October 2021 Report
   CoverPage.pdf
   Ex.1 - AMR October 2021 Report.pdf

8. **TOWN MANAGER REPORT**

   8a. Town Manager Report
   11-09-21 AM Town Manager Report.pdf

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**

    11a. TacoCraft Live Outisde Music on New Year's Eve December 31, 2021
    CoverPage.pdf
    Ex.1 - Revised SEA TacoCraft Live Music.pdf

12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER COMMENTS**
15. **ORDINANCES 1st Reading**

    15a. Ordinance 2021-10 - ORDINANCE 2021-10: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE

"TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

CoverPage.pdf
Ex_1-4-27-21_AM_Town_Manager_Report-FINAL.pdf
Ex_2-_Minutes_2021-04-27_-_Regular.pdf
Ex_3-_Planning_and_Zoning_and_TC_Minutes_2010-_FINAL.pdf
Ex_4-Ordinance_2010-15.pdf
Ex_5- Ord. 2021-10.pdf
Ex_6 PZ 2021 09.15.21 (SEPTEMBER) (002).pdf
Ex_7-PZ 2021 10.06.21 (OCTOBER) (002).pdf
Ex_8 Minutes 2021-04-27 - Regular.pdf

16. ORDINANCES 2nd Reading

17. RESOLUTIONS â€“ PUBLIC COMMENTS

17a. Resolution 2021-55 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CoverPage.pdf
Ex.1 - 2021 SOE Municipal Election Agreement.pdf
Ex.2 - Apr 1st Projected Cost Estimate.pdf
Ex.3 - Oct 18th Revised Projected Cost Estimate.pdf
Ex.4 - Reso 2021-55 - Municipal Elections.pdf

17b. Resolution 2021-65 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-WAY, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

CoverPage.pdf
Ex.1 - BSO Memo of agreement.pdf
Ex.2 - Meeting Minutes Commission 5-25-21.pdf
Ex.3 - Resolution 2021-65 - BSO MOU 2021.pdf

17c. Resolution 2021-66 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

CoverPage.pdf
Ex. 1- Reso 2021-66 - CUR ILA.pdf
Ex. 2 -2021 CUR ILA.pdf

17d. Resolution 2021-67 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING

APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

CoverPage.pdf
Ex.1 - Resolution 2021-67 Budget Amendment.pdf

17e. Resolution 2021-68 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT TO PROVIDE FOR A ONE-YEAR RENEWAL; APPROVING A ONE-YEAR RENEWAL TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

CoverPage.pdf
Ex 1 - Resolution 2021-68 - Amendment VFD.pdf
Ex 2 - AG 2016-15 VFD Fire Protection Services.pdf
Ex 3 - Amendment to Fire Protection and Fire Prevention Services Agreement with VFD.pdf

17f. Resolution 2021-69 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

Coverpage.pdf
Ex. 1 - Reso 2021-69 - Vacation Rental Opposition.pdf

17g. Resolution 2021-70 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

CoverPage.pdf
Ex 1-Reso 2021-70 - Ericks Consultants.pdf
Ex 2 - 9-13-21 1st Public Budget Hearing Minutes.pdf
Ex. 3 -Ericks Agreement 2021.pdf
Ex 4-Ericks Consultants Services to LBTS.pdf

17h. Resolution 2021-71 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF SOLAR RECTANGULAR RAPID-FLASHING BEACONS AND IN ROAD WARNING LIGHT SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CoverPage.pdf
EX 1- MMOA Agreement.pdf
EX 2 - Reso 2021-71 MMOA Agreement FDOT.pdf

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Debbie Hime, Special Events & Marketing Manager
Submitting Department: Administration
Item Type: Presentations
Agenda Section: PRESENTATIONS

Subject Title: Veteran's Day and Christmas By The Sea

Explanation: Debbie will give a brief presentation regarding the Town's upcoming annual Veteran's Day (November 11) and Christmas By The Sea (December 1) events.

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Captain Thomas Palmer, BSO
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO October 2021

Recommendation: Accept/Approve

Attachments: Exhibit 1 – BSO October 2021 Report

Date: November 1, 2021

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- October 2021

PERSONNEL CHANGES:

Deputy Mark Wendt was promoted to Detective and was transferred to BSO's Strategic Investigations Division, Department of Homeland Security.

Deputy Matthew Garner transferred to the Lauderdale by the Sea District from Operations Administration.

EMPLOYEES OF THE MONTH: Deputy Ben Koos, Detective Danny Mursell

On October 22, 2021, Deputy Alvarez responded to the 4300 block of Sea Grape Drive in reference to a burglary to a conveyance (vehicle). The victim advised that between 5pm and 5:25pm, an unknown suspect entered his **unlocked** BMW and removed a bag containing his wallet, iPad and Glock firearm. The victim was later notified that his stolen credit cards were attempted to be used at the Walgreen's in Lauderdale by the Sea. The following morning, Deputy Koos obtained surveillance video from Walgreen's for the time frame of the fraudulent credit card use and forwarded the footage to Detective Mursell. Upon review of the video, Detective Mursell immediately recognized the suspect to be David Gardner from his arrest just last month for a burglary to a business in Lauderdale by the Sea. On October 26, 2021 Gardner was located at his apartment and transported to the station where he provided a videotaped, post Miranda confession. The suspect admitted to stealing the items, including the firearm but claimed that he threw the firearm into a nearby dumpster shortly after the crime. The firearm has not been recovered as of this date. The suspect was charged with Armed Conveyance Burglary, Grand Theft Firearm, Fraudulent Use of Credit Card (X2), violation of pre-trial release and transported to the BSO Main Jail.

Due to the tenacity and investigative prowess by Deputy Koos and Detective Mursell, a known felon was swiftly identified and arrested for this serious offense. For their persistence, teamwork, and attention to detail, I have awarded Deputy Ben Koos, and Detective Danny Mursell for LBTS Deputies of the Month for October 2021.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 15 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 136.7 miles and 15 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals required mental health assistance and were Baker Acted. Thirteen (13) individuals experiencing homelessness were contacted during the month. Nine (9) of the individuals refused free services offered by law enforcement, two (2) received services, two (2) were issued Trespass Warnings.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  ****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/892807736729054#/login **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Boo by the Sea: On Saturday, October 30th, the Town of Lauderdale by the Sea hosted the annual "Boo by the Sea Halloween Stroll" along the 200-300 block of Commercial Boulevard. An estimated 2,500+ people attended the event throughout the afternoon. Captain Palmer and

Lieutenant Wesolowski attended the event, special detail deputies and reserve deputies conducted traffic control and several COP volunteers assisted with the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2110-000036
DATE/TIME: 10/02/21 @ 1458 hrs
LOCATION: N Ocean Dr/Commercial Blvd
ARRESTEE: Bradley Bernard Demps B/M 10/19/80
INCIDENT: Warrant Arrest-
SUMMARY: While conducting traffic enforcement at the Commercial Blvd/N Ocean Dr intersection, Dep Barrios observed a silver BMW with unsafe equipment, slowing to turn from E/B Commercial to S/B on N Ocean. He then conducted a traffic stop on the vehicle, during which a records check revealed the driver's license of the driver was suspended more than 30 times. Demps was arrested and transported to the main jail.

CASE: 13-2110-000213
DATE/TIME: 10/09/2021 @ 1316 hrs
LOCATION: 4100 El Mar Dr (Portal)
INCIDENT: Theft (bicycle)
SUMMARY: Victim advised between 1250 and 1315 hours an unknown subject stole his silver Marin mountain bicycle which was locked with a cable connected to the wooden electrical pole just west of the beach portal entrance. Investigation is ongoing.

CASE: 13-2110-000337
DATE/TIME: 10/13/2021 2000 hrs. - 10/14/2021 0530 hrs.
LOCATION: 4322 El Mar Drive
SUBJECT: Unknown
INCIDENT: Burglary Residence
SUMMARY: Between 10/13/2021 2000 hrs. & 10/14/2021 0530 hrs, person(s) gained entry into the victim's home via the 2nd floor balcony unlocked eastside French door. Once inside, cash was removed from the husband's wallet that was in his desk drawer (2nd floor) and cash was also removed from the wife's wallet located in the dining room area (2nd floor). Bare foot footprints were located on the floor leading from the French door to the areas where property was removed. Investigation is ongoing.

CASE: 13-2110-000400
DATE/TIME: 10/16/21 @ 0632 hrs
LOCATION: Basin Dr/East Trade Winds Av
SUSPECT(S): None
INCIDENT: F/S Recovery (Recovered Stolen Scooter)
SUMMARY: While on patrol, a Deputy observed a scooter behind a business at Basin Dr and E Trade Winds Av parked next to the concrete light pole in the swale area. A records check of the scooter confirmed the scooter was stolen in the city of Hollywood on 8/17/21. Hollywood PD was notified. Sal's Towing removed the vehicle.

CASE: 13-2110-000541
DATE/TIME: 10/20/2021 1836 hrs
LOCATION: 276 Pine Blvd
ARRESTEE: JUVENILE
INCIDENT: Recovered Stolen Auto **(ARREST-LPR)**
SUMMARY: On 10/20/21 at approximately 1836 Hrs. BSO Lauderdale by the Sea Units were notified of an LPR alert regarding a stolen tag (FL 68A-NNB) attached to a red in color Honda Accord southbound on S Ocean Blvd from Terra Mar Dr. While circulating the area, Deputy Hernandez located the vehicle in the 4600 block of N Ocean Drive. The vehicle subsequently proceeded to travel westbound on Pine Ave, came to a stop on Pine Ave and the juvenile suspect bailed out of the car and fled on foot behind an adjacent home. The suspect juvenile emerged from the backyard after being confronted by the homeowner in the backyard. The suspect was taken into custody without further incident by Deputy Hernandez.

A records check revealed that the vehicle in question, a 2018 red Honda accord bearing FL Tag 68A-NNB had been entered as stolen by the Palm Beach County Sheriff's Office. The attached tag did not belong to the vehicle and had also been reported stolen out of Pompano Beach. The juvenile was charged with violation of probation, auto theft, theft of the tag, trespassing and resisting arrest without violence and was subsequently transported to the Juvenile Assessment Center.

CASE: 13-2110-000579
DATE/TIME: 10/21/21 @ 0821 hrs
LOCATION: 251 Codrington Dr
SUSPECT(S): 2 unidentified suspects
VEHICLE: 2015 White Ford F350 Platinum P/U
INCIDENT: Grand Theft Auto **(captured on town cameras)**
SUMMARY: On 10/22/21 at 0203 hrs, LBTS Town cameras captured 2 hooded suspects in baggy clothing surreptitiously walking from the rear of the Ocean Medical Center building (4001 N Ocean Dr) and intentionally remaining in the shadows. The suspects traveled westbound and walked directly to the crime location, not checking vehicles in any other driveways. At 0233 hrs, the cameras capture the victim's 2015 Ford P/U truck fleeing eastbound on Codrington and then southbound on N Ocean Dr. Further investigation produced video recordings from the Medical Center cameras, which captured the suspects entering LBTS through the pedestrian gap in the wall between Codrington Dr and the Buena Vista neighborhood to the south.

At 1306 hrs, the vehicle was recovered, unoccupied, at 270 E Drive, by the N Miami Beach Police Department. Dep. Kratz responded and processed the vehicle, which was missing the grille, tailgate, and some wiring harnesses from the engine bay. Numerous hand tools were also taken from the truck bed toolbox. The driver's door lock and ignition were 'punched.' Several latent fingerprints were recovered. Investigation is ongoing.

CASE: 13-2110-000599
DATE/TIME: 10/22/2021 @ 2345 hours
LOCATION: 4342 Sea Grape Dr.
VEHICLE: 2012 white BMW Florida tag JK7-UJ
ARRESTEE: David Gardner, BM, 05/31/94
INCIDENT: Armed Burglary Conveyance **(UNLOCKED)- ARREST**
SUMMARY: On 10/22/21/ at 2345 hours, Deputy Alvarez responded to the crime location and met with the victim who advised that between the times of 1700 and 1725 hours, unknown person/s entered his unlocked vehicle, a 2012 white BMW and stole his Glock 26, 9 mm, two

credit/bank cards and miscellaneous personal papers. Transactions with the stolen credit cards were attempted at the Walgreens located at 4319 N Ocean Drive, in the Town of Lauderdale by the Sea at 1730 hours. Deputy Koos subsequently obtained surveillance video from Walgreen's for the time frame of the fraudulent credit card use and forwarded the footage to Detective Mursell. Upon review of the video, Detective Mursell immediately recognized the suspect to be Mr. Gardner from a previous arrest. On 10/26/2021 Gardner was located at his apartment and transported to the station where a post Miranda confession was obtained. The suspect was charged with Armed Conveyance Burglary, Grand Theft Firearm, Fraudulent Use of Credit Card (X2), violation of pre-trial release and transported to the BSO Main Jail.

CASE: 13-2110-000651
DATE/TIME: 10/25/21 @ 0026 hrs
LOCATION: 4201 N Ocean Drive
ARRESTEE: Ori Halber, WM, 11/21/1941
INCIDENT: Trespass Arrest
SUMMARY: While Deputy Almodovar was conducting proactive patrol he observed a known suspect who was previously issued a trespass warning on 10/20 at the above location. This suspect was again trespassing, arrested without further incident and transported to the main jail.

MONTHLY ARREST LOGS:

M	Burglary Conveyance-Armed (Fel)	4342	Seagrape Dr
M	Drive While License Suspended/Revoked Habitual Offender (Fel)	4200	Seagrape Dr
M	Defraud an Innkeeper < $300 (Misd)	218	Commercial Blvd
M	Trespassing-Not Structure or Conveyance (Misd)	254	Pine Av
M	Trespassing-Structure or Conveyance (Misd)	4201	N Ocean Dr
M	Warrant-Drive While License Suspended -(Fel)	4399	N Ocean Dr/Commercial Blvd
F	Warrant -Violation of Probation/Burglary Structure (Fel)	2001	S Ocean Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2020 YTD	2021 YTD
AUTO THEFT	1	0	7	9
BURGLARY-BUSINESS	0	1	0	4
BURGLARY-CONVEYANCE	2	0	7	16
BURGLARY-RESIDENCE	2	0	10	8
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	1	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	2
HOMICIDE	0	0	0	0
ROBBERY	0	0	3	2
THEFT-GRAND	3	1	15	7
THEFT-PETIT	2	1	45	32
TOTALS	**10**	**3**	**92**	**80**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	133
COP Patrol Miles - Month	195
COP Hours Worked - YTD	629
COP Patrol Miles - YTD	994

COP Bike Patrol Hours - Month	17
COP Bike Patrol Hours - YTD	26

COP Beach Patrol Hours – Month	24
COP Beach Patrol Hours - YTD	186

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	2021 YTD
Reserve Deputy - Days Worked	5	58
Reserve Deputy - Hours Worked	47	479

MONTHLY STAFFING AND STATISTICAL REPORT:
The October 2021 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
October 2021

Reports/Calls	
Miscellaneous Service	
Event Reports	41
Accidents	14
Calls for Service	903

Traffic	
Types of Citation	
Non-Moving / Moving Citation	76
Parking	0
Warnings	140
Total Citations	**216**

Arrests	
Type of Arrest	
Felony	4
Misdemeanor	3
NTA	0
Warrant	0
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	**7**

Time Worked	
Hours Worked	
Bike Patrol	15
Court Overtime	6
Training	137
Detached	44
Other Overtime	39.5
Days Worked	31

General	
FI	24
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 136.70 Miles / 15 Hours Reserve Deputies worked 5 shifts (47 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
October 31, 2021

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	0

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Brann Redl	10365	Light Duty	Medical
Deputy Mark Wendt	19589	Transferred	SID (10/23/21)
Sergeant Brian Nicoletti	13550	Assigned	Transferred from North Lauderdale

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	QRF	Adjunct Training	10
Deputy Javier Barrios	16797	RTU	Motor Escort	10
Deputy Javier Barrios	16797	RTU	LEO Torch Run	10
Deputy Michael Kratz	11289	Delevoe Park	Faith & Blue Event	6
Sergeant Brian Nicoletti	13550	QRF	Adjunct Training	8
			TOTAL	44

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – OCTOBER, 2021



ANTHONY MANGANARO JR.

11/08/1965

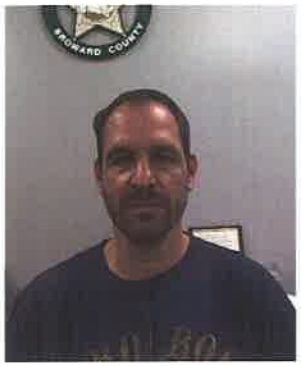
2751 NE 58th St

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. #214
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) – OCTOBER, 2021



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

NO IMAGE

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



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

October 27, 2021

Prepared by: Giovanna Anderson

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Chief Judson Hopping, VFD
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD October 2021

Recommendation: Accept/Approve

Attachments: Exhibit 1 – VFD October 2021 Report

Overview

During the month of October 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 12 annual fire inspections for high-rise building with 4 re-inspections, and 2 complaints that have been addressed.

Responses:

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

- Of the 35 emergency fire calls dispatched, there were 9 fire alarms/2, commercial structure fires, 1 accident w/injuries, 1 elevator rescue, 2 open water drownings, 5 utility/electrical, 1 hazmat, and 14 "other" fires.

- There were 74 emergency medical 911 calls for October 2021. The department was dispatched to 3 of those calls, of which, 2 were cleared by the Chief on Duty or Med12. The department provided first responder care on 1 of the medical calls until M12/212 arrival.

Training:

The Volunteer Fire Department had 10 Regular in-town, and 23 Associate out-of-town members for a total of 33 active members.

For the month of October, there were 5 fire drills, 1 ocean rescue, 9 inspections, 4 D/E classes, and 2 car seat installations.

- 179 Hrs - Fire drills, orientation, & ocean rescue drill
- 40 Hrs – In-house Driver/Engineer classes
- 66.5 Hrs - Annual High-Rise Fire Inspections
- 2 Hrs - Public Awareness; Car Seat Installation

A total of 287.5+ hours were spent in the month of October on training.

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

Respectfully,

Judson Hopping,
Fire Chief

Town of Lauderdale-By-The-Sea
Fire Department Monthly Report
October 2021

	Regular In - Town	Associate Out of Town
Active Member	10	23

Fire 1 non-certified	1	2
Fire 1 Certified	1	1
Fire II Certified	8	20

CPR/1st Responder	6	9
EMT-B (FL)	2	8
Paramedic (FL)	2	6

Emergency 911 Calls

Fire/Rescue	35
Total Medical 911 calls	74
Medical calls V.F.D. Not Dispatched	71
Medical calls V.F.D. Dispatched	3
Medical calls Canceled by COD/M12	2
Medical calls V.F.D. provided care/assisted	1

Training — **287.5+ Total Hrs.**

Firefighter & Ocean rescue training/drills	179 Hrs
In-house Driver/Engineer class	40 Hrs
Annual High-Rise Fire Inspections	66.5 Hrs
Public Awareness; Car Seat Installation	2 Hrs

Station Hours

Firefighter Station Watch	1,534+ Hrs	**2,416+ Total Hrs.**
Ocean Rescue patrol	138+ Hrs	
Chief on Duty/Command	744 Hrs	

LBTS Volunteer Fire Department - October 2021, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Acevedo	Manuel	189639	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	2
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Bosco	Michael	171605	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Cabrera	Ricardo	177336	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	9	9
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	19	19
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Frew	Maria	174735	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	8	8
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	1
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	9	9
Horan	Sean	177190	Regular Member		Trainee	Trainee	CPR for healthcare provider	6	6
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	11	11
Karley	Robert	101	Regular Member	*	Driver Engineer	Firefighter II - D/E	CPR for healthcare provider	2	2
Ledezma, Jr.	Fabian	179295	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	30	30
Maggard	Dylan	165765	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	4	4
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Obregon	Chelsea	192558	Associate Member		Trainee	Trainee	CPR for healthcare provider	0	0
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	21	21
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider		
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	5
Ruiz	Rodrigo	174946	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	3
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	10	10
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	7	7
Stewart	Theodore	190140	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	6
Warden	Stephanie		Associate Member		Trainee	Trainee	CPR for healthcare provider	0	0

Monthly Activity Report - October 2021

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Oct-21	251 Imperial Lane	Utility fire	11:41:00 AM	11:58:00 AM	8
01-Oct-21	265 Tropic Drive	Other fire - tree on fire	12:57:00 PM	1:10:00 PM	7
02-Oct-21	5200 North Ocean Blvd.	Fire alarm; commercial structure	7:05:00 PM	7:20:00 PM	6
02-Oct-21	218 Commercial Blvd.	Fire alarm	7:54:00 PM	8:04:00 PM	7
04-Oct-21	1620 South Ocean Blvd.	Accident w/injuries	8:30:00 PM	8:45:00 PM	6
08-Oct-21	1940 El Mar Drive	Other fire - svc call pt locked inside car/dead battery	10:28:00 AM	10:47:00 AM	5
08-Oct-21	Mullagans & El Mar	Other fire svc call - infant locked inside running car	10:48:00 AM	10:58:00 AM	5
08-Oct-21	4500 El Mar Drive	Other fire - transport pt from beach	10:54:00 AM	11:51:00 AM	4
08-Oct-21	1850 South Ocean Drive	Hazard conditions - electrical	5:58:00 PM	9:47:00 PM	6
10-Oct-21	4660 El Mar Drive	Other fire - 2 man holes exposed	6:01:00 AM	6:13:00 AM	7
10-Oct-21	4500 El Mar Drive	Other fire - svc call	6:30:00 AM	6:38:00 AM	8
11-Oct-21	El Mar & Datura	Open water drowning - all divers accounted	2:46:00 PM	2:58:00 PM	4
11-Oct-21	1965 South Ocean Blvd.	Other fire - welfare check	5:57:00 PM	6:20:00 PM	4
11-Oct-21	4461 W. Tradewinds Ave.	Elevator rescue	7:04:00 PM	7:20:00 PM	6
13-Oct-21	4553 North Ocean Drive	Electrical utility fire	12:59:00 PM	2:38:00 PM	6
14-Oct-21	6002 North Ocean Blvd.,	Hazmat/barrel leaking on the beach	7:01:00 AM	7:31:00 AM	5
16-Oct-21	4660 El Mar Drive	Other fire - hydrant spilling	4:01:00 PM		4
17-Oct-21	4146 El Mar Drive	Other fire - svc call	10:53:00 PM	11:09:00 PM	3
19-Oct-21	276 Allenwood Drive	Fire alarm	8:53:00 AM	9:02:00 AM	8
21-Oct-21	4653 North Ocean Drive	Commercial structure fire - worker cut pipe in boiler rm	11:05:00 AM	11:23:00 AM	7
22-Oct-21	2036 Tropical Isle	Electrical hazard	12:27:00 PM	12:46:00 PM	5
22-Oct-21	1900 South Ocean Blvd.	Fire alarm	12:44:00 PM	12:57:00 PM	5
22-Oct-21	1717 South Ocean Blvd.,	Fire alarm	4:58:00 PM	5:08:00 PM	5
23-Oct-21	1470 South Ocean Blvd.,	Fire alarm	10:00:00 AM	10:38:00 AM	8
23-Oct-21	4324 North Ocean Blvd.	Other fire - wash down	7:41:00 PM	8:03:00 PM	4
24-Oct-21	4337 W. Tradewinds	Wires down	4:17:00 PM	4:49:00 PM	5
25-Oct-21	4510 El Mar Drive	Fire alarm	1:05:00 AM	1:26:00 AM	4
25-Oct-21	1431 South Ocean Blvd.	Other fire - svc call	9:17:00 PM	9:29:00 PM	4
27-Oct-21	6002 North Ocean Blvd.	Fire alarm	3:56:00 PM	4:34:00 PM	6
29-Oct-21	4653 North Ocean Drive	Fire alarm - set off during inspection	10:31:00 AM	10:33:00 AM	6
29-Oct-21	5100 North Ocean Drive	Fire alarm	10:51:00 AM	11:06:00 AM	6
29-Oct-21	4246 Seagrape Drive	Other fire - welfare check	4:06:00 PM	4:21:00 PM	5
30-Oct-21	Pole 6	Open water rescue - missing snokel diver found	12:42:00 PM	12:47:00 PM	3
30-Oct-21	4353 North Ocean Drive	Other fire - wash down	1:39:00 PM	2:21:00 PM	3
31-Oct-21	4145 Bougainvilla Drive	Other fire - svc call	9:16:00 AM	9:27:00 AM	5
			Total Calls	35	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
05-Oct-21	1431 South Ocean Blvd.	medical, no medical needed - CAD system down	4:50:00 PM		5
14-Oct-21	4605 North Ocean Drive	medical, pt gone on arrival	8:29:00 AM	8:42:00 AM	4
14-Oct-21	1 Commercial Blvd	medical, E12 provided care until M12 arrival	5:15:00 PM	5:56:00 PM	5
			Total Calls	3	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
02-Oct-21	Station 12	Station tour	8:15:00 AM	8:45:00 AM	4
04-Oct-21	Station 12	Installed a rear facing car seat	5:00:00 PM	6:00:00 PM	1
26-Oct-21	4500 Poinciana Street	Mount spare tire for resident w/flat	6:30:00 PM	7:00:00 PM	4
27-Oct-21	Station 12	Installed (2) booster car seats	3:00:00 PM	4:00:00 PM	1
28-Oct-21	El Prado Lot	Resident locked out of vehicle	8:00:00 AM	8:30:00 AM	4
30-Oct-21	Commercial Blvd.	Boo by the Sea Event	1:45:00 PM	5:00:00 PM	7

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
06-Oct-21	Station 12	Drivers Engineer; mtce, pumping, driver safety/backing up	6:00:00 PM	10:00:00 PM	5
08-Oct-21	4900 North Ocean Blvd.	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	4
09-Oct-21	Station 12/Beach	waterfront rescue	9:00:00 AM	12:00:00 PM	5
11-Oct-21	Station 12	2 min drill; forcible entry prop	7:59:00 PM	11:59:00 PM	3
13-Oct-21	Station 12	Driver's safety/ops & driving instructed by Chief Caldero	6:00:00 PM	10:00:00 PM	10
13-Oct-21	4660 North Ocean Drive	Pre-planning fire inspection @The Plung Hotel	10:00:00 AM	11:30:00 AM	4
14-Oct-21	4660 El Mar Drive	Pre-planning fire inspection @Lung Hotel & Tiki Bar	10:00:00 AM	11:30:00 AM	4
15-Oct-21	106-108 Commercial Blvd.	Pre-planning fire inspectin @ Vincent's Restaurant	10:00:00 AM	11:30:00 AM	4
19-Oct-21	Station 12	Driver Engineer; tactics, friction loss & nozzles w/Chief Caldero	6:00:00 PM	10:00:00 PM	5
21-Oct-21	Station 12	2 minute drill, drivers training; filled 16 barrels for town	6:00:00 PM	10:00:00 PM	8
21-Oct-21	4444/4546 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	11:30:00 AM	4
22-Oct-21	4511 El Mar Drive	Pre-planning fire inspection @Villas by the Sea	10:00:00 AM	11:30:00 AM	4
25-Oct-21	4445 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	11:30:00 AM	3
25-Oct-21	Station 12	Drivers engineer class instructed by Chief Caldero	6:00:00 PM	10:00:00 PM	9
26-Oct-21	4510 El Mar Drive, Bldg D	Pre-planning fire inspection @Village by the Sea, Bldg. D	10:00:00 AM	11:30:00 AM	4
27-Oct-21	4050 North Ocean Drive	Pre-planning fire inspection @Caribbe Co-ops	10:00:00 AM	12:00:00 PM	4
27-Oct-21	Admin Office	New class orientation	6:00:00 PM	10:00:00 PM	9
28-Oct-21	Station 12	Drivers/equipment for firefighters	6:00:00 PM	10:00:00 PM	5
29-Oct-21	4653 North Ocean Drive	Pre-planning fire inspection @Shefa Ocean LLC	10:00:00 AM	11:30:00 AM	4

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

Unit Response Time 3- Month Average

Oct-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	25	33	3	4
Response Time	0:04:55	0:04:54	0:00:00	0:00:00

Total Average Response Time : 4:13

Sep-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	34	43	3	6
Response Time	0:04:55	0:05:56	0:00:00	0:00:00

Total Average Response Time : 4:21

Aug-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	53	53	7	9
Response Time	0:05:05	0:05:38	0:00:00	0:00:00

Total Average Response Time : 5:03

Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Chief Brooke Liddle, AMR
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR October 2021 Report

Recommendation: Accept/Approve

Attachments: Exhibit 1 – AMR October 2021 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
10/25/2021	4700 BLK N Ocean Blvd	08:29:19	09:29:19	08:29:25	00:00:06
10/31/2021	4500 BLK Bougainvilla Dr	15:41:40	15:41:48	15:42:22	00:00:42
10/18/2021	100 BLK Commercial Blvd	01:31:20	01:31:20	01:32:20	00:01:00
10/8/2021	4400 BLK El Mar Dr	23:24:57	23:25:36	23:26:23	00:01:26
10/2/2021	4600 BLK N Ocean Dr	19:13:59	19:13:59	19:15:47	00:01:48
10/8/2021	4200 BLK N Ocean Dr	15:19:00	15:19:30	15:21:00	00:02:00
10/27/2021	5100 N Ocean Dr	13:33:54	13:34:06	13:35:56	00:02:02
10/14/2021	4600 BLK N Ocean Dr	08:30:25	08:32:25	08:32:27	00:02:02
10/2/2021	3900 BLK N Ocean Dr	12:54:10	12:54:34	12:56:13	00:02:03
10/2/2021	3000 BLK Oleander Way	10:45:29	10:45:35	10:47:36	00:02:07
10/13/2021	100 BLK Commercial Blvd	19:24:56	19:25:54	19:27:05	00:02:09
10/23/2021	100 BLK Commercial Blvd	15:51:21	15:52:49	15:53:31	00:02:10
10/18/2021	5100 BLK N Ocean Dr	10:42:33	10:43:01	10:44:47	00:02:14
10/3/2021	4500 BLK Bougainvilla Dr	19:33:12	19:33:40	19:35:28	00:02:16
10/8/2021	100 BLK Commercial Blvd	13:38:54	13:39:21	13:41:11	00:02:17
10/14/2021	Commercial Blvd / El Mar Dr	17:16:28	17:17:02	17:18:45	00:02:17
10/12/2021	4400 BLK N Ocean Dr	15:24:52	15:26:49	15:27:12	00:02:20
10/4/2021	400O BLK N Ocean Dr	08:53:18	08:53:23	08:55:39	00:02:21
10/11/2021	El Mar Dr / Datura Ave	14:49:46	14:52:08	14:52:12	00:02:26
10/14/2021	5200 N Ocean Blvd	10:21:40	10:22:00	10:24:10	00:02:30
10/26/2021	4500 BLK N Ocean Dr	18:06:02	18:08:33	18:08:35	00:02:33
10/16/2021	4400 BLK N Ocean Dr	16:09:36	16:10:52	16:12:13	00:02:37
10/25/2021	4600 BLK Poinciana St	10:10:01	10:10:58	10:12:39	00:02:38
10/18/2021	4400 BLK Seagrape Dr	09:21:43	09:26:54	09:24:24	00:02:41
10/24/2021	200 BLK Commercial Blvd	10:28:48	10:31:29	10:31:33	00:02:45
10/31/2021	4400 BLK N Ocean Dr	15:33:16	15:33:24	15:36:04	00:02:48
10/30/2021	4500 BLK El Mar Dr	00:22:20	00:22:25	00:25:09	00:02:49
10/2/2021	200 BLK Codrington Dr	10:30:39	10:30:57	10:33:29	00:02:50
10/13/2021	4500 BLK El Mar Dr	13:01:24	13:01:37	13:04:16	00:02:52
10/2/2021	100 BLK Commercial Blvd	08:52:53	08:55:46	08:55:48	00:02:55
10/31/2021	4100 BLK Bougainvilla Dr	09:17:01	09:19:48	09:19:56	00:02:55
10/16/2021	4500 BLK Poinciana St	13:43:51	13:44:59	13:46:48	00:02:57
10/9/2021	4500 BLK El Mar Dr	09:58:31	09:59:23	10:01:30	00:02:59
10/22/2021	1500 BLK S Ocean Blvd	09:11:28	09:11:43	09:14:30	00:03:02
10/9/2021	4500 BLK N Ocean Dr	13:09:41	13:10:11	13:12:43	00:03:02
10/4/2021	4600 BLK N Ocean Dr	15:45:14	15:47:51	15:48:16	00:03:02
10/8/2021	1900 BLK E Terra Mar Dr	10:31:03	10:31:23	10:34:06	00:03:03
10/17/2021	100 BLK Commercial Blvd	18:40:57	18:42:23	18:44:00	00:03:03
10/25/2021	Commercial Blvd / El Mar Dr	18:16:34	18:18:00	18:19:41	00:03:07
10/18/2021	200 BLK Lake Ct	14:58:53	14:58:58	15:02:01	00:03:08
10/29/2021	4200 BLK Seagrape Dr	16:07:32	16:10:39	16:10:41	00:03:09
10/17/2021	5400 BLK N Ocean Blvd	08:40:41	08:42:13	08:43:52	00:03:11
10/10/2021	4400 BLK El Mar Dr	17:42:51	17:44:30	17:46:08	00:03:17
10/24/2021	4200 BLK Seagrape Dr	08:36:47	08:38:23	08:40:07	00:03:20
10/17/2021	1800 BLK S Ocean Blvd	21:11:27	21:12:10	21:14:51	00:03:24

10/2/2021	100 BLK Commercial Blvd	01:42:08	01:43:37	01:45:34	00:03:26
10/3/2021	5000 BLK N Ocean Blvd	21:23:14	21:24:19	21:26:42	00:03:28
10/4/2021	1600 BLK S Ocean Blvd	20:31:02	20:32:38	20:34:32	00:03:30
10/26/2021	1900 BLK S Ocean Blvd	19:48:23	19:49:34	19:51:54	00:03:31
10/10/2021	200 BLK Marine Ct	18:53:41	18:55:26	18:57:16	00:03:35
10/17/2021	4600 BLK Poinciana St	16:34:09	16:36:47	16:37:44	00:03:35
10/16/2021	4200 BLK Sea Grape Dr	11:20:27	11:25:34	11:24:03	00:03:36
10/26/2021	4000 BLK N Ocean Dr	21:27:25	21:29:37	21:31:08	00:03:43
10/30/2021	N Ocean Dr/Commercial Blvd	18:29:52	18:30:06	18:33:37	00:03:45
10/28/2021	4400 BLK Seagrape Dr	12:19:52	12:22:27	12:23:44	00:03:52
10/23/2021	4300 BLK N Ocean Dr	19:18:04	19:19:04	19:21:57	00:03:53
10/11/2021	200 BLK Imperial Ln	17:44:06	17:44:31	17:48:07	00:04:01
10/9/2021	200 BLK Lombardy Ave	16:05:37	16:05:43	16:09:42	00:04:05
10/2/2021	200 BLK Codrington Dr	10:53:09	10:53:43	10:57:25	00:04:16
10/4/2021	1600 BLK S Ocean Blvd	20:30:15	20:31:34	20:34:43	00:04:28
10/26/2021	1400 BLK S Ocean Blvd	10:04:28	10:07:38	10:09:01	00:04:33
10/25/2021	1400 BLK S Ocean Blvd	23:45:02	23:45:10	23:49:43	00:04:41
10/1/2021	200 BLK Codrington Dr	16:39:38	16:39:47	16:44:26	00:04:48
10/27/2021	1700 BLK S Ocean Blvd	20:44:25	20:45:34	20:49:20	00:04:55
10/1/2021	200 BLK Imperial Ln	11:44:48	11:49:38	11:49:44	00:04:56
10/8/2021	4300 BLK El Mar Dr	10:48:01	10:48:01	10:53:01	00:05:00
10/30/2021	1400 BLK S Ocean Blvd	08:55:23	08:55:56	09:00:24	00:05:01
10/6/2021	N Ocean Dr/Commercial Blvd	10:04:29	10:04:51	10:09:47	00:05:18
10/30/2021	5500 BLK N Ocean Blvd	23:33:49	23:33:56	23:39:16	00:05:27
10/5/2021	1900 BLK E Terra Mar Dr	15:50:37	15:51:29	15:56:29	00:05:52
10/15/2021	1400 BLK S Ocean Blvd	16:20:07	16:20:46	16:26:03	00:05:56
	6 Min or less = 100%			**Average =**	**0:03:10**

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Reports
Agenda Section: Town Manager Report

Subject Title: Town Manager Report for November 9, 2021

Explanation: Following is the Interim Town Manager's report for November 9, 2021.

1. South Florida Association of Environmental Professionals Request

South Florida Association of Environmental Professionals (SFAEP - a multidisciplinary professional association of environmental professionals, including marine biologists) and NEU Research and Restoration, LLC, has received a permit to 1. Remove discarded tires from the underwater area in **Town** and 2. attach and harvest corals from nursery trees installed on the Town's Biorock underwater structure for the purposes of harvesting and the restoration of broodstock. To accomplish the second task, SFAEP requests to use our abandoned Biorock structure to create a nearshore coral cultivation nursery. Staff would like to get consensus from the Commission Before moving forward with drafting the agreement for this use.

Required Action: Provide staff direction regarding the use of the Biorock structure.

2. December 28th Town Commission Meeting Cancellation

The 2nd regular Town Commission meeting in December is tentatively scheduled for Tuesday December 28th. Traditionally, the Commission cancels this meeting since it falls between Christmas and New Years.

Required Action: Consider cancelling the December 28th Town Commission Meeting.

3. Tennis Courts

We had a resident notify staff regarding some cracking occurring on the Town's tennis courts. We had our tennis court maintenance company, Fast-Dry Courts, Inc., perform an inspection to determine if repairs were necessary at this time. They recommended that these cracks are minor and have little to no effect on play and the fact that the uniform color of the courts will be lost doesn't make it an attractive repair. With this in mind, staff has decided to hold off on the repairs and continue to monitor until such time that repairs become necessary.

4. Veteran's Day Celebration

Our annual Veteran's Day Celebration will again take place in El Prado Park on Thursday, November 11, starting at 10:00 a.m. The ceremony honors all Veterans with a rifle volley, color guard, and music from The Local Fife and Drum group. World War II Veteran and comedian

Woody Woodbury will be our guest speaker, along with Honor Flight of South Florida providing a spirited review of their impressive program. LBTS veterans, please let us know of your service prior, so we may honor you in an announcement of our local heroes. All are welcome to the event.

5. Downtown Sidewalk Discussion

The Town held a workshop to discuss the future of the East downtown area parking and sidewalks. Approximately 35 people attended and had an opportunity to provide their input on the downtown reconfiguration. Steven Fett, architect for the original downtown renovation, was on hand to help residents consider alternatives. Residents worked together to envision what a renovated downtown would look like. Staff continues to work with Steven and will bring to the Commission a discussion item in an upcoming Commission meeting.

6. 1800 S. Ocean Crosswalk Enhancement Requests

In Winter 2018, residents had reached out to the Town regarding installation of Rectangular Rapid Flashing Beacons (RRFB) at 1800 S. Ocean or “Hampton Beach Club” requesting an upgrade to the crosswalk. At the time, residents did not feel traffic had increased substantially and were concerned about traffic not obeying the posted signs. Town Manager Bentley stated that an FDOT study had been conducted earlier and it showed that the RRFB was not warranted at that time.

In the summer of 2020, a resident again reached out regarding the crosswalk at 1800 S. Ocean after an accident occurred nearby, but not located at the crosswalk. Knowing at that time FDOT was planning for the now completed resurfacing project in Fall 2021, we thought this might be able to be addressed in their project. FDOT agreed to look at the crosswalk to see if it met the qualifications for the upgrades. FDOT did agree to examine the intersection as a possible inclusion in their design plans and explained this to the resident. As the resurfacing project started in 2021, the resident had reached back out to FDOT inquiring about the status of the crosswalk upgrade at which point they informed her this would not be included in the project due to there being utility conflicts.

At this point, staff requested any relevant data regarding the site from FDOT to have our engineers create a scope of work and provide a cost estimate for relocation of utilities. Once this amount is known, staff can bring this item to the Commission for consideration as a CIP item (expedited for this year via a budget amendment or programmed as a future CIP item). Staff has also reached out to FDOT to inquire if they would be willing to partner with us on this project. Partnering would require the Town paying for the cost of the utility relocations while FDOT would pay for the RRFB installation. Discussions are ongoing. We are also opening discussion with the MPO to determine if we could consider a grant application to acquire additional crosswalks on A1A for the safety of our residents and visitors.

Agenda Item No: 11a

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Debbie Hime, Special Event and Marketing Manager
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: TacoCraft Live Outisde Music on New Year's Eve December 31, 2021

Explanation: The Town's restaurants did not collectively submit a New Year's Eve Special Event application and they are not requesting road closures or other considerations for New Year's Eve this year.

That being said, TacoCraft has submitted a Special Event Application **(Exhibit 1)** for Commission consideration to have a live band on New Year's Eve set up and play on the east side of their restaurant from 7:00 p.m. until 1:00 a.m. on New Year's Day (the "Event"). The band will play under the first white canopy (see site plan in Exhibit 1).

Start of Set up	Friday, Dec. 31, 2021	10:00 a.m.
Music Begins		7:00 p.m.
Music Ends	Saturday, January 1, 2022	1:00 a.m.
Start of Cleanup		1:00 a.m.
Cleanup Completed By		4:00 a.m.

TacoCraft has also asked to use Town's electrical outlet next to the location for the band's use. TacoCraft expects 100 people to be around the outside of the property on New Year's Eve.

The Special Event application was submitted on October 29th. Departments have reviewed the application quickly in order to ensure the item was on the November 9th agenda to accommodate Taco Craft and their timeframe in which to hire the band and prepare for the event.

At the time of submission, TacoCraft does not have any outstanding Code violations, nor do they owe any monies to the Town.

Recommendation: Staff recommends the Special Event application be approved with the following Conditions:

1. The Police Chief will:
   a. Specify the number of BSO detail officers needed for traffic and crowd control; and

b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. **The Permit Holder will reimburse the Town for this expense.**

2. Permit holder will direct the attendees to TacoCraft's restrooms.
3. Permit holder will arrange for an inspection of the event site from Town staff to ensure that it is organized in a safe manner to protect attendees and that all electrical cords and similar materials are covered to avoid a trip hazard.
4. Parking will operate according to normal parking regulations.
5. No road closures are approved.
6. Permit Holder will reimburse the Town $25 for the use of Town's electrical.
7. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress, or egress.
8. The Permit Holder shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
9. Setup of the event will start no earlier than 10:00 a.m. on December 31, 2021 and the area will be cleaned and opened by 4:00 a.m. on January 1, 2022.
10. Power supply needed shall not exceed Town's power supply of 20 amps.
11. All sound systems will be operated so as not to exceed 95 dBA or 95 dBC between the hours of 7:00 p.m. and 1:00 a.m., which is the noise level established for this event.
12. All music and noise from the Event will end promptly at 1:00 a.m.
13. Permit Holder shall provide one 4A/10BC fire extinguisher near the band.
14. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
15. During the Event as needed and at the end of the Event, the Permit Holder 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 disposal of all refuse.
16. Clean-up fee starting at $150 will be charged if area is not cleaned to Town standards.
17. The Permit Holder shall provide written notice to all properties within a one-block of the music (A1A, Commercial) by November 30, 2021. The notice and distribution area will be approved by the Town prior to distribution.
18. Final Site Plan must be presented for approval at least 48 hours in advance of the Event.
19. Any inspections or work to support the event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
20. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability Insurance that meets all the insurance requirements of Chapter 17, Section 17-9, which may be modified by action of the Town Commission for a specific event:
    a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b. No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as

evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants will be held responsible for providing the Town notice of any change in insurance coverage. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Applicants will provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension, or revocation of the requested approval by the Town Manager or designee.

21. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Permit Holder (the "Sub-Permit Holder"), the Sub-Permit Holder shall be required to meet the insurance and indemnification requirements of this Section under which the Permit Holder is applying, as if they were the Permit Holder and will be held responsible for compliance with the Town Code as if the Sub-Permit Holder were the Permit Holder.
22. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare, and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event without increasing the administration costs of the Town.
23. Permit Holder shall owe no monies to the Town at the time of the Event. There will be no outstanding fines, moneys, fees, licenses, permits, taxes, or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
24. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
25. The Town Manager may suspend permission for this Event due to construction activities, failure of the Permit Holder to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
26. Upon showing by the Permit Holder of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
27. The onsite Town representative may terminate the Event due to the Permit Holder not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for issues such as but not limited to, crowds that exceed the capacity of the event site.

Attachments: Exhibit 1 – Special Event Applicant for TacoCraft Live Music 12-31-12 and 1-1-22 (including site plan)

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

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: TRICRAFT LBTS, LLC

Event Name: NEW YEARS EVE.

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: NEW YEARS EVE

Event Purpose, Description and Activities: NEW YEARS EVE / LIVE MUSIC

New Event ✓ **or Returning Event**____ **Previous Attendance**____

Day(s) and Date(s) of Event: 12/31

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

4406 N. OCEAN DRIVE

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

Participants: ____ #Spectators 100 #Adult volunteers: ____

Please complete the following table:

Activity	Day	Time
Start of set-up:	12/31	10 AM
Start time of the Event:	12/31	7PM
EVENT		
End time of the Event:	1/1	1AM
Start of Clean up:	12/31	12 MN.
Clean-up completed by: (Site restored to original condition)	1/1	4 AM.

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: TACOCRAFT LBTS / MARC Falsetto
Mailing address: 275 COMMERCIAL BLVD, LAUDERDALE BY THE SEA, FL 3330
Phone: (954) 800-9561 Mobile phone: (954) 461-1081
Email: adam@HCHGUSA.COM Fax:

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

Name(s): David CAPOTE
Mailing address: (305) 917-5449
Phone: 9400 N. OCEAN DRIVE. Mobile phone:
Evening phone: Fax:
Email: ~~david~~ dcapote@tecocraft.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: Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

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: 2 SPEAKERS

✓ Proposed live music: List genre, type, ambiance: SOFT ROCK

____ Planned recorded music

✓ Do you require electrical connections for any of the above? Please give details:
REGULAR OUTLETS AT TABOCRAFT.

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: IN-HOUSE CLEANING. 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.

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: 2
Stages: 0 N
Bleachers: ____ list size and max load:

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

[redacted] N

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: [redacted] - TOWN OUTLETS N

____Water:

____Gas, propane, BBQ grills, generators:

____Fuel Storage:

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:

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

RESTROOMS (show on Site Plan)

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

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

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

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

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.

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 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: TACOCRAFT LBTS, LLC

VENDORS

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

Name Company Vendor Type

ANIMALS

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

Are animals included in your event? YES (NO)
If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? YES (NO)

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES (NO)

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event? YES (NO)

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

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

NO BALLOONS RELEASED

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

I agree no balloons will be released MF

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 MF

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 even 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 10AM and the area will be cleaned and open by 8AM Follow-1 Day.
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at 12 pm. 8 P.M.
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): _____ Date 10/29/21	Property owner's Signature (required): _____ Date: 10/29/21
Applicant's (Print information below) Name: Marc Falsetto Title: OWNER Organization: TAZOCRAFT LBTS Telephone: 786 395 9910 Mobile: Email: marc@hchgusa.com	Property Owner's (Print information below) Name: SEALORD / Marc Falsetto Title: OWNER REP. Organization: SEALORD. Telephone: Mobile: (954) 461-1081 Email: adam@hchgusa.com.
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 Marc Falsetto 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 Marc Falsetto who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: 3/10/2024 Nicole Hashagen Notary Public, State of Florida	My Commission Expires: 3/10/2024 Nicole Hashagen Notary Public, State of Florida
Notary Public State of Florida Nicole C Hashagen My Commission GG 968006 Expires 03/10/2024	Notary Public State of Florida Nicole C Hashagen My Commission GG 968006 Expires 03/10/2024

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

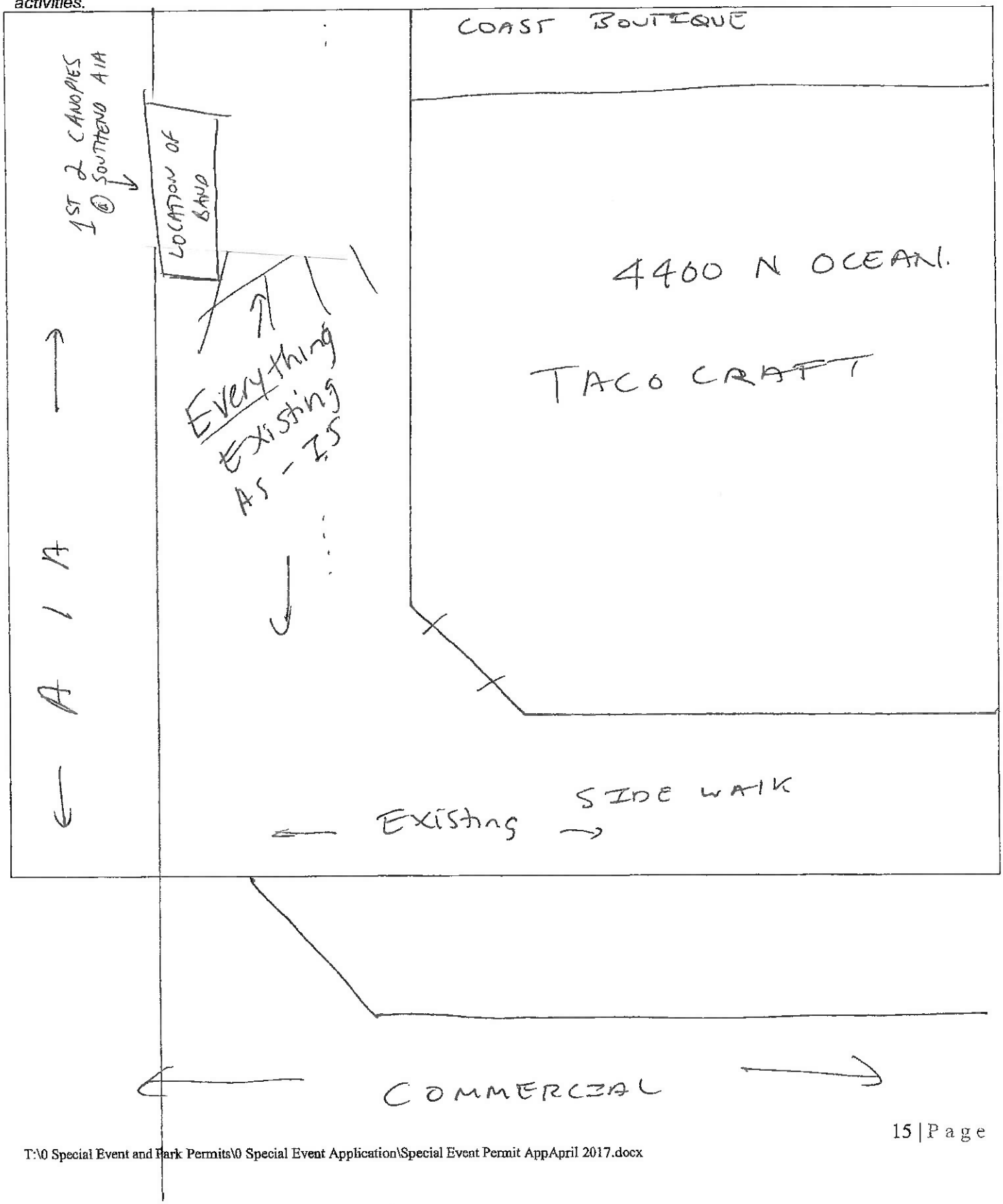
Code or Security Enforcement (paid by Event)
- EMS stand-by or Fire watch areas (include first aid stations)
- Police: Off duty police officers (if known)

OPTION #1

DETAILED SITE PLAN

See above for inclusion examples

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



Applicant's Certification

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

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

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

Applicant's Signature (required) — Date: 10/29/21

Marc Falsetto / TACOCRAFT LBTS, LLC
Applicant's Printed Name and Title/Organization — Telephone Number: (786) 395 9910

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by Marc Falsetto who is personally known to me/provided _____ as identification and who did/did not take an oath.

Notary Public State of Florida
Nicole C Hashagen
My Commission GG 966006
Expires 03/10/2024

nicole hashagen

Notary Public, State of Florida
My Commission Expires: 3/10/2024

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Jhanelle Campbell, Director of Development Services
Submitting Department: Development Services
Item Type: Ordinances 1st Reading
Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2021-10 - ORDINANCE 2021-10: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

Explanation: At the April 27, 2021 Town Commission Meeting, the Interim Town Manager's Report included an update to the Commission regarding the recent approval of a business tax receipt for a specialty shop selling tobacco paraphernalia (Grateful J's). Staff inquired as to whether the Commission was interested in changing the permitted uses in the business zoning districts to eliminate specialty shops selling tobacco paraphernalia as a permitted use (**Exhibit 1 – April 27 Town Manager Report; Exhibit 2 April 27 Town Commission meeting minutes**). Prior to the opening of Grateful J's, only one cigar store and one tobacco paraphernalia store existed in the Town. This inquiry created significant discussion from the Commission and the public that evening as to whether such uses should continue to be permitted in the Town.[1] Since then, no additional tobacco related stores have opened because the Town Commission declared a 180-day zoning in progress on June 8, 2021 (Resolution 2021-35).

After the April 27th Commission meeting, Staff and the Town Attorney evaluated the permitted and conditional uses listed in the Business zoning districts, and determined that it was necessary to remove specialty shops and sundries, as well as make other changes to the Code's use lists, to accomplish the Commission's desired result based on its direction and the

[1] There was some confusion in these discussions about whether medical marijuana shops were part of this issue. They are not. Such shops were illegal statewide in 2010. After they were authorized by state law, the Town used the authority available under the statute to adopt a zoning ordinance accommodating them in a small area of the B1A zone. After state law was further revised so that the Town could only prohibit or regulate them as pharmacies, the Town chose to prohibit them. See Section 30-154: "Prohibited uses. (a) Medical marijuana retail center. In accordance with F.S. § 381.986 (2017) it is hereby expressly provided that medical marijuana retail centers are prohibited within the Town in each and every zoning district." State law continues to specifically allow prohibition of this use. No change to the zoning treatment of medical marijuana shops is proposed in this ordinance.

legislative history. Based on the Town Commission discussions as well as public input, Staff reviewed the 2010 Town meetings minutes **(Exhibit 3- Planning and Zoning Board and Town Commission Meeting Minutes)** regarding the then-existing B uses and recommended changes that were adopted through Ordinance 2010-15 (the "2010 Ordinance") **(Exhibit 4).** The 2010 Ordinance revised the Town Code to remove cigar stores from the list of permitted uses in response to the Commission's direction at first reading. When a use is removed, there is no longer any reference to it in the Code, so research would have been required to determine that a former use was removed. As such, since there was no clear indication in the Code that cigar stores or smoke shops were not to be included as specialty shops, these types of businesses were later approved under the specialty shop category.

It is important to note that specialty shops and sundries stores were permitted in the Code as far back as 1994; however, definitions of these uses were not included in the Code. The Town Code was later clarified to specifically state that only those uses listed are allowed. The following language was added in 2017, when the prohibition of medical marijuana retail uses was added:

> **Sec. 30-154. - Prohibited uses**.
> (b) *Other prohibited uses*. Except as provided in any applicable zoning district regulations, any use not specifically identified as a permitted, conditional, accessory, or temporary use within a zoning district is prohibited in that zoning district.

Additionally, a process was created in 2010 for staff to propose that a use is similar to a listed use for proposed businesses wishing to operate in the B-1 and B-1A zoning districts. The process requires consultation with the Town Manager and Town Commission if a use is proposed to be accepted. The same process applies whether the proposed use is a permitted or a conditional use. See Section 30-261(1)xxx. and (2)p. for B-1-A and Section 30-271(1)xxx and (2)s. The wording is similar for all references, as follows:

> *Uses not listed*. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.

While the Town Commission directive was implemented by the removal of the reference to cigar stores and inclusion of a procedure to structure the interpretation of similar uses, and the Town Commission unanimously approved the ordinance on second reading as amended, the resulting Code did not define specialty store or specifically state whether smoke shops could be approved as a specialty store. If this language was clearly written in the Code, Town staff would have had the direction it needed to prohibit these types of uses when applications were received years later.

As a result of staff's research, Staff evaluated the list of permitted and conditional uses in the B-1 and B-1-A zoning districts and has recommended amendments to clarify the original intent of the 2010 Ordinance.

Review

Staff has prepared Ordinance 2021-10 **(Exhibit 5)** to incorporate the Commission's request to specifically eliminate smoke shops as a permitted use. We also took the time to comprehensively address other previously discussed issues in the B-1-A and B-1 Commercial zoning district to ensure that the regulations reflect changed conditions in the Town and the current preferences of the Town Commission and community. The proposed amendments were reviewed with the Town Attorney and Town Manager where applicable. The proposed amendments were reviewed by the Planning and Zoning Board at its September 16th and October 6th meetings **(Exhibit 6- September 16 Staff Report and Minutes and Exhibit 7- October 6 Staff Report and Minutes)**.

A summary of the proposed changes, with the Planning and Zoning Board recommendations, are provided below:

Table 1- Proposed Amendments

	Issue	Ordinance Requirement	Ordinance Line Number	Planning and Zoning Board Vote
1.	Defines Tobacco paraphernalia.	Establishes a definition for tobacco paraphernalia and clearly establishes the types of devices considered to be paraphernalia.	71-86	5-0
2.	Defines Tobacco paraphernalia store.	Establishes a clear definition for tobacco paraphernalia store.	88-91	4-1
		B-1-A		
3.	Eliminates the following uses from permitted uses in B-1-A: • beauty schools, • dental laboratory, • market, • party supply store, • specialty shop, • sundries store, • trade/business school.	Removes uses as permitted in the B-1-A zoning district.	115, 132, 155, 166, 182, 186, 191	5-0
4.	Makes the following changes to permitted uses in B-1-A: • Adds medical/dental office. • Clarifies music store. • Refers to supplemental regulations for massage therapist.	• Adds medical/dental office as a permitted use. • Clarifies what is allowed as a music store. • Cross-references to the criteria for the operation of massage therapy establishments.	159 163, 188 156	5-0

	Issue	Ordinance Requirement	Ordinance Line Number	Planning and Zoning Board Vote
5.	Includes a requirement for written report to Commission when similar uses are approved as permitted or conditional uses.	The Town Manager will provide information in the written Town Manager report each time similar uses are approved.	205-207 241-243 456-458 494-496	5-0 The Board recommended a change to add "and" between these steps but after further review and consultation with the Town Attorney we determined that this addition was not necessary. Each of the three steps is required as drafted.
6.	Eliminates the following conditional uses: • car wash/outdoor hand wash. • pet store.	Removes car wash/outdoor hand wash and pet store as listed conditional uses.	213, 226	3-2
7.	Adds supplemental regulations for massage therapists.	Establishes criteria for operation of a massage therapy business.	248-347	5-0
		B-1		
8.	Adds the following permitted uses: • cigar store. • medical/dental office.	Restores cigar store as a permitted use. Note: If a store triggers the definition of tobacco paraphernalia store, it is not allowed. Adds medical/dental office.	410, 447	5-0
	Eliminates the following uses from permitted uses: • beauty schools, • market, • party supply store, • specialty shop, • sundries store, • trade/business school.	Eliminated these permitted uses from B-1.	366, 406, 417, 433, 437, 442	5-0
	Makes the following changes to permitted uses: • Clarifies music store • Refers to supplemental regulations for massage therapist.	Changes these permitted use references.	414, 439 407	5-0

	Issue	Ordinance Requirement	Ordinance Line Number	Planning and Zoning Board Vote
9.	Eliminates from conditional uses: call center, car wash/outdoor hand wash.	Removes call center and car wash/outdoor hand wash as conditional uses.	463, 464	5-0
10.	Adds supplemental regulations to pet store as a conditional use. Adds supplemental regulations to massage therapist as a permitted use.	Adds supplemental regulations to pet store as a conditional use. Establishes criteria for operation of a massage therapy business.	478, 601-651 501-600	5-0
Approval of the overall Ordinance				3-2

The below provides additional explanation to the proposed changes outlined in **Table 1**.

Defines Tobacco Paraphernalia

The Town's Code does not have a definition for tobacco paraphernalia. The proposed Ordinance creates a definition of tobacco paraphernalia stores that respects various complex state preemptions of regulation in this area. The Ordinance restores the permitted use of cigar store; the one in Town has been in existence since 2004, sells very few paraphernalia items, and does not meet the definition of tobacco paraphernalia store.

Tobacco paraphernalia is defined as the use of any tobacco product, drug or narcotic and includes but is not limited to;

a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
b. Water pipes.
c. Carburetion tubes and devices.
d. Chamber pipes.
e. Carburetor pipes.
f. Air-driven pipes.
g. Chillums.
h. Bongs.
i. Ice pipes or chillers

Defines Tobacco Paraphernalia Store

The proposed Ordinance also establishes a definition for tobacco paraphernalia store: Any retail store that sells, offers for rent or sale, or exhibits or displays, tobacco paraphernalia that totals more than five percent of its inventory, measured by either the number of items or the square footage of the store where inventory is displayed or accessible to customers.

Eliminates the following uses from permitted uses in B-1 and B-1-A: beauty schools, market, party supply store, specialty shop, sundries store, trade/business school. Eliminates dental laboratory from B-1-A.

Ordinance 2021-10 eliminates several uses from the B-1A zoning district. Beauty schools, dental laboratories, and trade/business schools are proposed to be removed because the properties in B-1-A are not conducive to these uses. Dental laboratories remain in B-1 because the district already has one, but the other uses are also removed from B-1. Markets, party supply stores, specialty shops, and sundries stores are proposed to be removed from both districts because these uses are less specific in nature, in response to the direction from the Commission. The Ordinance also clarifies the reference to music stores to both districts.

Adds the following in permitted uses in both districts: cross-reference the supplemental regulations for massage therapist; add medical/dental office.

Cross-references are added for the supplemental regulations of massage therapists.

Medical supplies sales are currently allowed in the B-1 and B-1-A districts, but medical/dental office is not listed as a permitted use in either zoning district. Many such offices have been allowed as similar uses over the years. The proposed Ordinance add medical and dental office as permitted uses in the B-1 and B-1-A zoning districts.

Includes a requirement for Town Manager report to Commission when similar uses are approved as permitted or conditional uses following Town Code provisions.

The proposed Ordinance supplements the existing process by adding a requirement for the Town Manager to report each instance in which a use is approved as a similar use to the Town Commission in writing. The information will be provided in the Town Manager's report at a subsequent Town Commission meeting.

Eliminates car wash/outdoor hand wash as a conditional use.

The suggested changes remove car washes as a conditional use.

Adds supplemental regulations for massage therapists in both districts.

Supplemental regulations for massage therapists are also being proposed with Ordinance 2021-10. The suggested regulations require establishments providing massage services to obtain a massage therapist certificate from the Town. The following information will be required to be furnished.

> a. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and
> b. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and
> c. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

Once issued, a massage therapist certificate will remain valid for a period of one year and must be recertified during the Business Tax Receipt renewal season. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that

specified on the approved certificate, a new certificate will be required. At the time of issuance of business tax receipt during the term of a massage therapist certificate, each establishment holding a certificate will be required to supply the Town with updated state license and driver's license information.

It also outlines the grounds for revocation of a massage therapist certificate. The following terms of revocation are being proposed;

a. Noncompliance with any provision of massage therapist requirements
b. Noncompliance with Chapter 480 of the Florida Statutes
c. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or
d. Failure to remain "in good standing" as defined by the Town.

Adds the following permitted uses to B-1 only: cigar store

The proposed Ordinance restores cigar store as a permitted use. This use specifically does not permit the sale of tobacco paraphernalia as defined above

Eliminates from B-1 conditional uses: call center

The suggested changes remove call center as a conditional use.

Removes pet stores as a conditional use from B-1-A and adds supplemental regulations to pet store in B-1.

Currently, the Town Code allows pet stores as a conditional use in both districts, and one store was approved in B-1 as a conditional use in 2010.

The proposed Ordinance would remove pet stores as a conditional use from B-1-A. The removal of pet stores as a conditional use would prevent the sale of live animals for any future incoming businesses. New pet stores would remain as a conditional use but be subject to supplemental regulations and stores which sell pet supplies, accessories and pet food would still be permitted.

This use was the subject of debate some years ago when many communities were regulating pet stores more stringently and litigation was happening all over the country on the issue. The Town Attorney tracked, analyzed, and advised the Town Commission on the developing caselaw over time, and the Town did not decide to pursue regulation at that time, waiting for the litigation to be resolved and law to be clarified. In the intervening years, cases have been decided and the law is clearer now that supplemental regulations like those proposed in this Ordinance are likely to be upheld.

The existing pet store would continue to operate under its conditional use approval and would be grandfathered from the new supplemental regulations unless it ceases operation for more than 60 days or the conditional use is revoked by the Town or otherwise invalidated. It is also important to note that the store would still continue to be subject to previously established conditional use development order and its requirements.

Amortization of Tobacco Paraphernalia Stores in B-1 Zoning District

With Town Commission direction from the April 27th Commission meeting **(Exhibit 8)**, the proposed Ordinance also establishes the amortization of tobacco paraphernalia stores in the B-1 zoning district (there are none in the B-1-A district). Staff included the amortization language in the Ordinance as an option for the Planning and Zoning Board and Town Commission to consider. This means that nonconforming tobacco paraphernalia stores will be required to cease to operate within 1 year of adoption of the proposed Ordinance. Non-conforming tobacco paraphernalia stores may continue to operate during the amortization period but must be maintained in good condition. However, such stores may no longer display its inventory of tobacco paraphernalia within 5 feet of any window or glazed area of the front or side façades. Stocking and reselling of tobacco paraphernalia will continue to be allowed for the amortization period.

As written, the amortization period may be extended by the Town Manager, with the advice of the Town Attorney, if the non-conforming business can demonstrate economic hardship to the owner of a tobacco paraphernalia store, as further specified in the Ordinance. In addition, the Town Manager may choose to bring such an extension request to the Town Commission for approval.

At its October 6th Planning and Zoning Board meeting the Board members discussed, at length, the amortization of tobacco paraphernalia stores. **Ultimately, the Board voted to eliminate the amortization clause from the proposed Ordinance by a 3-2 vote.**

Staff has considered the arguments raised at the Planning and Zoning Board meeting by the Board, the public, and a representative of one of the two affected stores. While the community has expressed concerns with the stores, the first store operated without substantial concerns from the community for a year. Concerns were only raised after the second store was mentioned in the Town Manager report.

However, as discussed at the Board meeting, it appears that part of the reaction to the second store opening is based on the visibility of that building, which is much closer to the street and has walls of glass. Also, the store has chosen to display a large amount of window signage and installed lighting of its displays that is noticeably brighter than surrounding uses after dark. The Town paused the enforcement of business sign regulations due to COVID, but that waiver has ended, and staff is currently evaluating whether all of the businesses are in compliance with those regulations as well as with lighting standards. We will pursue the businesses' cooperation or Code compliance as may be appropriate when our research is complete. But those operational issues are separate from whether the stores should be allowed to remain as grandfathered or amortized out, which is the issue presented by this Ordinance.

In Staff's opinion, these two stores do not define the character of the Town's downtown or of the West Commercial Boulevard district. The Town has traditionally prided itself on being welcoming to new businesses and has worked hard to eliminate vacancies particularly in the West Commercial Boulevard district. The businesses followed the requirements of the Town's interpretation of the existing code and were approved to open. This ordinance deletes specialty shop and other general definitions from the use list that allow this interpretation to occur.

Amortizing out businesses sends a strong message and could potentially discourage new businesses from investing in our community. Our Town Attorney has indicated that amortization is supported by caselaw because it provides them the benefit of remaining in place without further competition, after the use is prohibited. Still, a representative of one of the stores has indicated a willingness to fight the Town over this, which could ultimately lead to litigation. As the Board noted in its deliberations, the stores obtained the approvals to be here, and it seems unfair to order them to leave.

The Town Commission has four options:

(a) adopt the Ordinance as drafted, which includes the amortization of the two tobacco paraphernalia stores after a year or whatever longer period they can demonstrate is required under the caselaw; or

(b) amend the amortization section to provide for a longer timeframe for the two stores to remain in place as nonconforming uses, during which time they cannot be expanded or intensified pursuant to the Code requirements for nonconforming uses; or

(c) amend the Ordinance to remove the amortization section so that the two stores can remain as nonconforming uses indefinitely.

(d) amend the Ordinance with such other provisions as the Commission approves.

Recommendation: Staff recommends the Town Commission follow the recommendation of the Planning and Zoning Board and approve proposed Ordinance 2021-10 and amend the Ordinance to remove the amortization section so that the two stores can remain as nonconforming uses indefinitely (Recommendation #c)

Attachments:

Ex.1 – April 27, 2021 Town Manager Report
Ex.2 – April 27, 2021Town Commission Meeting Minutes
Ex.3 – 2009 Town Commission Meeting Minutes
Ex. 4- Ordinance 2010-15
Ex. 5- Ordinance 2021-10
Ex. 6- September 16 Planning and Zoning Board Staff Report and Meeting Minutes
Ex. 7- October 6 P&Z Board Staff Report and Meeting Minutes
Ex. 8- April 27, 2021 Town Commission Meeting Minutes

exhibit 1

Agenda Item No: 8.b

Town Commission Agenda Item Report

Meeting Date: April 27, 2021
Submitted By: Linda Connors
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for April 27, 2021 (Linda Connors, Interim Town Manager)

Explanation: Following is the Interim Town Manager's report for April 27, 2021.

1. Shuttle Expansion

The Pelican Hopper is administered through an ILA with Broward County Transit (BCT). BCT is currently seeking new opportunities to improve this program and they plan on funding these improvements with their allocation of the Penny Surtax Funding. To take advantage of this opportunity, we would like to add another shuttle to our existing route to make the service more efficient and convenient for our ridership. We also would like to collaborate with Fort Lauderdale to propose connecting the LBTS and FTL routes so that our riders will have a better connection to Fort Lauderdale and vice versa. Submissions for funding requests are due to BCT at the beginning of May. There would be no additional financial impact to the Town.

Required Action: Provide Commission's direction regarding the submittal for funding requests for the additional Pelican Hopper shuttle.

2. RM25 Zoning District – 60' provision

At our last meeting, two people spoke during public comment asking for you to consider changing the Town's regulation prohibiting short term tenancy in the RM25 Zoning District on lots less than 60' in width and west of Bougainvilla Drive.

Town staff has researched this provision previously and we are not sure what was the original intent of the legislation. What we have found over the years, is that the legislation is confusing, and it is not encouraging redevelopment of these older multi-family properties. Because it discourages rental properties in the zoning district that allows rentals, it instead encourages those persons to purchase in our single-family residential areas.

Required Action: Provide staff direction whether to move forward with an ordinance to amend the code. This would include a review by the Planning and Zoning Board since it is a zoning issue.

3. Smoke Shop Distance Requirement

A third smoke shop recently opened in the Town. We do not have a large commercial district, and some residents have expressed concerns that we are getting too many of these types of shops in Town. The Town Attorney informed us that we can include a distance requirement for these businesses like what we currently have for package and convenience stores.

Required Action: Provide staff direction regarding drafting an ordinance to create a distance requirement for smoke shops.

4. Election Costs

Earlier this month, the Supervisor of Election, Joe Scott, gave the Town his estimate for the price of our 2022 Municipal Election. The cost has increased from $2,300 for the 2020 Municipal Election to an estimated $12,800 for the 2022 Municipal Election. All Broward municipalities have received a similar increase to their election cost for 2022. The Florida Association of Clerks is meeting with Mr. Scott on April 21st to discuss the increase. We will keep you informed.

5. Vendors

In reviewing our website, I noticed that we did not have a comprehensive list of all the Town's vendors. It is important that we are transparent, but also to make sure that you all are aware of our vendors to eliminate any conflicts that may trigger an ethics violation. Tedra has since posted the current list which is available here:

https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/1685/Town-Vendor-List-April-2021

6. New Staff



Frederick Murray started April 16th and will be working with the Buildings and Public Lands Division of the Public Works department and will be cross trained with the Streets and

exhibit 2

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 27, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, and Public Information Officer/IT Administrator Steve d'Oliveira, Tedra Allen, Town Clerk

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence in memory of former resident Adam Geesey.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. **Mental Health Awareness Month (Steve d'Oliveira, Public Information Officer)**

Mayor Vincent read a Proclamation recognizing May 2021 as Mental Health Awareness Month.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, did not agree with the proposed plans for reopening public meetings at Town Hall, which she characterized as antiquated; she also requested that multiple alerts be made to the public in the weeks ahead of reopening, and that chairs and benches be returned to the Plazas
- Scot Sasser, resident, asked that Ordinance 2010-15 be researched by Staff, as it discussed several types of businesses, including smoke shops, that should no longer be allowed in the Town; he noted that there are currently three such shops operating within Lauderdale-By-The-Sea

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

7. PUBLIC SAFETY DISCUSSION

a. AMR March 2021 Report (Chief Brooke Liddle)

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

8. TOWN MANAGER REPORT

a. March Finance Report (Lucila Lang, Director of Finance and Budget)

Director of Finance and Budget Lucila Lang reported that ad valorem tax revenues are within expectations at 98.2%, which is consistent with the month of March during the last four years. She also noted that while parking revenues in March 2020, when the COVID-19 pandemic began, were approximately $167,000, they were $270,000 in March 2021, an increase of 66.57%.

Mayor Vincent asked how much of the revenues from the Town's Parking in Lieu of Payment (PILOP) program can be attributed to businesses that required additional parking, as well as how many businesses have applied for extra parking. Finance Director Lang replied that she would provide a breakdown of this revenue for the Commission in the future.

Vice Mayor Oldaker commented that an ongoing trend of individuals and families from the northeast moving to Florida would improve property values and by extending the taxable base.

b. Town Manager Report (Linda Connors, Interim Town Manager)

Interim Town Manager Linda Connors stated that the Town is considering the addition of a second Pelican Hopper shuttle using Broward County surtax funds. This would allow for the shortening of wait times on the current route. No additional funds from the Town would be needed, as the new shuttle would be covered using surtax funds.

Commissioner Malkoon observed that Pompano Beach provides on-demand shuttle service using Uber, and asked if any County funds could be made available for this option instead of an extra bus. He pointed out that the Pelican Hopper route is less convenient for residents on the north side of the Town.

Commissioner Sokolow asked if the addition of a second bus would cut wait time in half. It was clarified that routes wait time would change from approximately 55 minutes to 30 minutes. Buses would follow the same route in clockwise and counterclockwise directions. Commissioner Sokolow stated that he was in favor of this change, noting that on-demand service could significantly drive up costs.

Mayor Vincent asked if a specific level of ridership is no longer a concern for the Pelican Hopper. Special Projects Coordinator Debbie Hime replied that the Town's current ridership per hour is 10.2 passengers against a required threshold of 7.2. The Town will file an application with Broward County Transit (BCT) to request the second shuttle.

Mayor Vincent also asked for clarification of the Town's costs for the current shuttle. Special Projects Coordinator Hime explained that the Pelican Hopper is currently funded through BCT's portion of the one-cent surtax: if the application is approved, there is no current or future financial impact to the Town.

The Commissioners agreed by consensus to move forward with this request.

Interim Town Manager Connors continued that one current and one potential property owner have reached out to Town Staff to discuss properties in the RM-25 zoning district located west of Bougainvillea Drive and measuring less than 60 ft. in width. These lots are prohibited from use as short-term rentals. Both individuals have requested that the Commission consider changing the Ordinance governing these properties. She asked if the Commission wished to bring this item forward for discussion by the Planning and Zoning Board as well as by the Commission itself. The properties are located within a

multi-family and hotel zoning district. The prohibition was passed in 2000 and affects only a small area.

Staff has researched the reasons behind this Ordinance but has not discovered a clear explanation. They have also noted that individuals interested in purchasing short-term rental properties in Lauderdale-By-The-Sea feel "pushed out" of this particular area and are more likely to purchase properties in residential neighborhoods.

Commissioner Malkoon requested clarification of the number of properties affected by this prohibition. It was estimated that there were approximately 150 such properties. Interim Town Manager Connors replied that the title of the subject Ordinance includes language that encourages the redevelopment of these properties, although the result of the Ordinance is the opposite. In addition, properties over a certain size are permitted to offer short-term rentals, while adjacent smaller properties are limited to long-term rentals only.

Commissioner Sokolow commented that the Ordinance does not make sense to him and he would support revisiting it. Mayor Vincent agreed, describing the Ordinance as placing an inordinate burden on a number of properties. He was in favor of removing the restriction on short-term rentals.

Interim Town Manager Connors continued that the Broward County Supervisor of Elections has given all Broward municipalities information on the estimated cost of the 2022 election for both Town precincts to be a total of $12,800. The election cost for the 2020 election was $2300. This significant increase is expected to occur across the board in all municipalities and to be much larger in some. The Florida Association of Clerks has met with the Supervisor of Elections regarding this increase.

Mayor Vincent stated that the increase in cost should be spread out over time, and advised that he would follow up on this issue with Broward County Commissioner Lamar Fisher. He was in favor of an investigation into this issue.

Vice Mayor Oldaker noted that the Supervisor of Elections calculates his own budget each year, and expressed surprise that these costs are not covered as part of that budget but must be subsidized by municipalities. He also felt these figures should be further clarified for Broward County taxpayers.

Commissioner Sokolow characterized the cost of elections as a means to offset the Supervisor's budget by having the cities assume some of the costs. He asked if changing

the Town's election dates to match federal and state dates would reduce the cost. Town Attorney Susan Trevarthen pointed out, however, that some of the largest increases were to cities that match these dates.

Mayor Vincent requested additional information on the issue of smoke shops, which was raised under Public Comment. Interim Town Manager Connors replied that there are three such shops in the Town; Code is not clear regarding a prohibition on these businesses. Staff recommends either implementing a distance requirement between businesses or a prohibition on these shops that would be enforceable under Code.

Mayor Vincent recalled that when Ordinance 2010-15 was passed, there were discussions of several "specialty shops" the Commission did not want to proliferate within the Town. While these are not included in the Town's permitted uses, some of these businesses sell products outside their individual classifications. He recommended revisiting the Ordinance to include a number of uses the Town does not want to permit in the future rather than creating a distance requirement between them.

Town Attorney Trevarthen advised that the Town may create definitions or write prohibitions into the B zoning district that would make it clear these are not permitted uses, or they may establish a conditional use process in which certain businesses must come before the Commission and meet specific criteria for approval. Creating a distance requirement is another policy option.

Town Attorney Trevarthen continued that some uses are complex, with Constitutional protections. These would need to be examined one by one. She concluded that in 2010, B uses were opened because there were relatively few that were permitted Downtown. It may be a good time to revisit these and ensure that they reflect the Commission's current wishes for the Town.

Commissioner Strauss requested clarification of the process for businesses not listed as permitted uses, asking if this should include Commission review on a case-by-case basis in the future. Town Attorney Trevarthen replied that this was addressed under Ordinance 2010-15: if a use does not fall within any of the listed uses, the Town Manager reviews the use and consults with the Town Commission. This process may be further modified if the Commission wishes.

Town Attorney Trevarthen further clarified that "specialty shop" is not a specifically defined term, which leaves it open to interpretation. In the case of the subject business, Staff concurred that it would reasonably fall into the category of a specialty shop unless

Code is amended for greater clarity. If Code is amended, the Commission would be asked to determine if a use brought before them qualifies as a permitted use. Permission of one such business would open the door to other similar establishments that might wish to move into the Town.

Commissioner Strauss asked if an Ordinance could be crafted in a way to allow the Commission to review each business on an ad hoc basis. While this would create more work for the Commission, he felt the amount of work would not be inordinate and they would be asked to make decisions on whether uses are or are not acceptable.

Commissioner Sokolow asked if the Town could prohibit certain uses, such as smoke shops, going forward, although there are currently three of these businesses that would be grandfathered in under Code. Town Attorney Trevarthen stated that she would look into this possibility and bring a recommendation back to the Commission.

Commissioner Sokolow also asked if the sale of one of these businesses to a new owner would be permitted. Town Attorney Trevarthen replied that change of ownership typically does not affect use status; however, she would review options for this as well.

It was clarified that Staff would work with Town Attorney Trevarthen to investigate the possibility of a prohibition on smoke shops and arrive at the best alternative. They will also look into other options, such as requiring conditional use or Commission review for specialty shops.

Interim Town Manager Connors continued the Town Manager Report, noting that the Town's vendor list has been updated on its website. It will be regularly updated into the future. Inactive vendors are removed from the list over time. Town Attorney Trevarthen explained that the Broward County Code of Ethics includes special rules related to vendors or contractors which restrict contact between these entities and elected officials.

Interim Town Manager Connors announced that them Town has a new employee, Frederick Murray who started on April 16th and will be working with the Buildings and Public Lands Division of Public Works.

Interim Town Manager Connors continued that new shutters and windows have been installed in Town facilities, generators are on order, and fuel tank installation is underway. Work on the Town Hall roof is on tonight's Agenda. Extra staffing from the Broward Sheriff's Office (BSO) in the Downtown area is expected to conclude after Mother's Day on May 9, 2021.

c. 1st Qtr Welcome Center Report (Amy Smith, Welcome Center)

Eva Marissa, representing the Chamber of Commerce, reported that car rental inquiries are increasing. She has distributed a significant number of schedules for the Pelican Hopper in recent weeks, which may be related to the car rental issue. Hotel accommodations and website activity are down. A blood drive is scheduled for Sunday, May 2, 2021 at the Farmer's Market.

Mayor Vincent asked if there are any concerns with the Pelican Hopper due to COVID-19-related guidelines and restrictions for public transit. Ms. Marissa replied that riders have reported the vehicle is clean and riders adhere to mask requirements.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. April 6, 2021 Commission Workshop Minutes (Tedra Allen, Town Clerk)

b. April 13, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Codrington Drive Complete Street Design (Ken Rubach, Director of Public Works)

Director of Public Works Ken Rubach advised that the proposed Codrington Drive Complete Streets project would combine different elements of what can be done for a street in a single project. This project was originally included in the Town's Capital

Improvement Plan (CIP) for 2021 and is expected to include significant resident involvement to identify more improvements once the 25% design phase has been reached. Staff looks forward to working with Codrington Drive residents on this project.

Vice Mayor Oldaker commented that there has been discussion of water intruding onto Codrington Drive from other areas, and asked how this would be addressed when water comes from a different jurisdiction. Public Works Director Rubach replied that he and Town Engineer Jay Flynn have discussed this issue with residents, some of whom are looking into the possibility of mitigating the impacts of water intrusion onto their own properties. Different solutions are currently under consideration.

Commissioner Malkoon inquired if the City of Fort Lauderdale is willing to work with the Town with the flooding issue on Flamingo Ave. Staff to reach out to Fort Lauderdale.

Mayor Vincent suggested that when Jarvis Hall is reopened, the Town may wish to consider letting residents address the Commission regarding drainage issues and concerns. He was also in favor of continuing communications with Fort Lauderdale to determine where problems exist, as this will identify which properties are affected. This public input and data will help create consensus on how much mitigation is necessary to prevent water infiltration from Fort Lauderdale onto Codrington Drive. Public Works Director Rubach confirmed that all of this information will be collected prior to the design phase.

It was determined that this Item would be deferred pending additional input from residents.

b. Town Hall Roof (Ken Rubach, Director of Public Works)

Public Works Director Rubach advised that the roof of the Town Hall administration building is the most in need of work. The Item proposes recoating of a single-ply membrane over the existing roof, which would seal the roof and address existing imperfections. This work can be done through a cooperative purchasing agreement. He noted that the original estimate for this work was significantly higher, as he had wished to budget for more comprehensive work.

Vice Mayor Oldaker requested additional clarification of what would be done to the Town Hall roof. Public Works Director Rubach replied that a moisture survey must be conducted to determine if there is damage or existing material to be replaced. Any underlying issues

will be addressed prior to recoating. If the roof is more than 25% wet, the entire roof would require replacement.

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

c. Town Hall and Commission Meeting Update (Linda Connors, Interim Town Manager)

Interim Town Manager Connors advised that Staff has prepared to reopen Town Hall on May 3, 2021, with the first Town Commission meeting in person scheduled for May 11. Chairs for the Commissioners will be placed 6 ft. apart, with tables spaced appropriately as well. Attendees will be asked to wear masks and temperatures will be taken. Jarvis Hall can safely accommodate 14 to 16 people in this manner, with chairs to be provided on the portico. A TV and exterior speakers will be placed on the portico as well.

Interim Town Manager Connors asked if there are any Commissioners who do not feel it would be safe to return to Town Hall, explaining that if so, the location of the Commission can be relocated from the ground to the dais. She also asked if they wished to discuss alternate configurations.

Commissioner Malkoon asked if members of the public would be asked to sign up in advance to speak at an upcoming workshop. Interim Town Manager Connors confirmed this, adding that Staff will advertise this meeting on the Town's channel to encourage participants to sign up to speak. A sign will also be placed outside Town Hall. Individuals who sign up to speak will be guaranteed this opportunity. No members of the public will be turned away: if there are not enough seats, they will be directed to a location in the Town Hall complex where extra seats are available.

Commissioner Malkoon requested clarification of U.S. Centers for Disease Control (CDC) guidance on spacing between seated individuals. Town Attorney Trevarthen replied that the recommended distance is still 6 ft. for governmental entities. It was also confirmed that alerts will be sent to Town residents.

Commissioner Sokolow observed that sanitizing and cleaning upgrades are in place, and the Town has considered adding specialized filters to the Town Hall air conditioning system. Public Works Director Rubach replied that the current ionization system is expected to purify 99.9% of air coming through the system.

Mayor Vincent stated that he would prefer the Commission be seated on the dais with partitions between them, although he acknowledged that not all participants may be comfortable with that configuration or with in-person meetings.

13. NEW BUSINESS

a. Pavement Condition Study (Ken Rubach, Director of Public Works)

Public Works Director Rubach explained that this study will tell the Town the condition of its roadways. The last study was conducted several years ago and took place only in specific areas. The reason for this study is to provide guidelines on which roads need work at present and what kind of work should be done at what time. It will also help in planning stormwater projects and the planning of CIP projects over the next five years.

Vice Mayor Oldaker asked how the extensive repaving of some parts of the Town play into the condition study. Public Works Director Rubach advised that the study will rate the work that has been done to show how roadways have aged over the past five years. It will also identify any proactive maintenance that may be necessary.

Vice Mayor Oldaker noted that most of the Town's roads are laid out in a grid configuration, which means trucks may have difficulty with right-angle corners and stray into swales. Public Works Director Rubach replied that Staff will look at specific problem areas with the intent of mitigating them, including corners where there is consistent damage to grass or there may be other underlying issues.

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

b. Waste Pro Contract Renewal (Linda Connors, Interim Town Manager / Neysa Herrera, Assistant to the Town Manager)

Interim Town Manager Connors noted that the Waste Pro contract will be up for its third and final renewal option in the near future. Assistant to the Town Manager Neysa Herrera and Waste and Recycling Coordinator Vicki Eckels are working with the contractor to resolve any specific complaints, and the Interim Town Manager has scheduled a meeting with Waste Pro's Regional Vice President to address the bigger picture, including communication and other issues.

Significant progress has been made since these discussions began in January 2021, including earlier collection times in the Downtown area. This has resulted in a decrease in complaints. Waste Pro has committed to replacing its metal dumpsters with plastic, which are easier to maneuver for business owners. Waste Pro has also been encouraged to subcontract its recycling dumpsters in multi-family developments, as there had been difficulties coordinating this program. While major issues remain with businesses and multi-family developments, progress is ongoing in these areas. The contractor is asked to inform these clients when they know collections will be late.

Waste Pro's contract ends in September 2021. The Town is required to advise them whether or not they wish to proceed with negotiations by June. Interim Town Manager Connors and Waste Pro representatives will bring forward information for the Commission's consideration at the May 25, 2021 meeting.

Vice Mayor Oldaker commented that there is significant activity at the County level regarding solid waste and the direction waste and recycling concepts for the South Florida region. He felt a short-term extension of the Waste Pro contract might be the best option.

Commissioner Malkoon observed that he has heard of several pickup issues in the Town's condominium buildings, including three missed pickups in a row, and expressed concern with the health and fire safety issues posed by this. He also spoke in favor of ensuring that provision of plastic containers is included in any coming contract, as well as adherence to performance metrics.

Commissioner Sokolow also noted his concern for pickup issues in multi-family residences, recalling that pickup has not been on time every Monday for at least five weeks. This is an issue because the condominium is not notified of when pickup will not occur, which means dumpsters are out all day. He emphasized the need to take care of these issues quickly if there is a desire to renew the existing contract.

Russell Mackie, Regional Vice President for Waste Pro, confirmed that the past 12 months have been difficult in the solid waste industry due to COVID-19, including labor and equipment challenges. He acknowledged that the level of service provided has not been up to the company's expectations, and that proactive communication should be a major aspect of improvement. He emphasized Waste Pro's commitment to providing the Town the service it expects.

c. Historic Preservation – County Changes to its Ordinance (Linda Connors, Interim Town Manager)

Interim Town Manager Connors recalled that in 2014, Broward County changed its Historic Preservation Ordinance to require communities without such Ordinances to file under the Broward County Historic Preservation umbrella. At that time, the Commission adopted a Historic Preservation Ordinance so the Town could retain autonomy.

Since that time, Broward County has changed its Ordinance to require autonomous municipalities to become certified local governments through the Florida Bureau of Historic Preservation's program, which has a number of requirements, including:

- Municipalities must have a true historic preservation program with specific requirements for membership, including a minimum number of board meetings per year and annual state certification
- Training of staff and surveying of the community's historic properties, which are properties over 50 years in age without respect to historic significance
- Matching funds must be provided to any grant funds received from the state

These requirements would fall to the Development Services Department, which would need to hire additional staff or consultants for assistance with the program.

Interim Town Manager Connors concluded that the Town will need to determine by November 2021 if they wish to become a certified local government. She requested direction from the Commission on whether to continue as an autonomous local government with its own historic preservation program, or to file under the County and State umbrella.

Commissioner Malkoon commented that while he was in favor of the Town taking ownership of its own historic resources if it is able, the certification process for a local government can be lengthy and expensive. He asked if the Town could complete this effort if the Commission chooses to move forward with it. Interim Town Manager Connors replied that the first step in the process would be modifying the Town's own Historic Preservation Ordinance, which the Town may begin right away.

Commissioner Malkoon estimated that certification may take at least one year, and noted that the Town has not moved forward with any historic preservation initiatives. He did not feel there was sufficient time to undertake or complete these efforts by the deadline of November 2021.

Mayor Vincent stated that while the Town maintains a sense of historical value, and the Commission is in favor of home rule, the County had not identified any structures in

Lauderdale-By-The-Sea as historic prior to the Town's Ordinance. Interim Town Manager Connors added that the Town had been able to secure a commitment from the County that whenever a property is eligible for historic designation within a municipality, the County would give that municipality's governing body a voice in that designation process.

The Commissioners determined by consensus to have Staff amend Code to eliminate existing references to historic preservation in order to prevent a duplicative program.

d. Renewal of Town Contracts (Tedra Allen, Town Clerk)

Interim Town Manager Connors advised that each year, the Town's purchasing manual requires all contracts up for renewal be brought before the Commission for consideration. Staff recommends the extension of several of these contracts that have renewal options available, including State Engineering, Limousines of South Florida, Andy Massari Multi-Media Design Services, and CAP building inspection.

Four other contracts with renewal options will be brought forward separately, including BSO, the Volunteer Fire Department, Waste Pro, and the Farmer's Market. There are also contracts that will expire in 2021 and may be brought forward to "piggyback" on another contract, including All on Stage Production for sound and light staging for Christmas-By-The-Sea, Ericks Consulting, Civic Plus Audio Eye Allay for Americans with Disabilities Act (ADA) accessibility software, Zambelli, and Kilowatt Electric for the authorization of additional funds to cover the rest of 2021 for electrical maintenance and installation. The Town will review its Strategic Plan for Marketing with regard to consultant Conceptual Communications and determine next steps for this contract.

Vice Mayor Oldaker asked why the Town's master list of contracts was not brought forward at an earlier time, pointing out that some of the contracts have already reached their expiration dates. Interim Town Manager Connors explained that this issue is not expected to recur next year. There are mechanisms in place to generate a report of contracts set to expire in the near term, so the Town may either renew or extend them or prepare a request for proposal (RFP).

Commissioner Oldaker recalled that in 2020, the Commission had had to renew its hurricane debris removal contract because its expiration date was pending in the short term. He asserted that Staff should regularly review this list as an administrative function and bring these contracts before the Commission for approval before their expiration.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to renew the Table 1 contracts. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon stated that he was anticipating the return to in-person meetings, including input from Town residents, at Jarvis Hall in May. He thanked Staff for their work during the pandemic.

Vice Mayor Oldaker addressed the upcoming budget process, reiterating that the Town's tax base is expected to be very favorable in the coming year.

Mayor Vincent reiterated the Commission's directive to Staff regarding the reevaluation of COVID-19-related restrictions in the Downtown area, which were discussed at a previous meeting. He noted that Staff is reaching out to Downtown businesses to ensure that they return to their original outdoor café design plans and observance of noise and other regulations. He emphasized that while it may take time to return to normal enforcement, the Town has not abandoned these issues.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

a. **Resolution 2021-26 --** APPROVING AND AUTHORIZING TOWN OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR PURPOSES OF CONSTRUCTING CROSSWALK ENCHANCEMENTS WITHIN THE STATE RIGHT-OF-WAY.

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

Vice Mayor Oldaker noted that there has been a positive pedestrian response to a new sidewalk and crosswalk installed by the Town, and observed that he looked forward to finalization of the A1A crosswalk so pedestrians can safely cross at this location.

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

18. QUASI JUDICIAL PUBLIC HEARING

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:45 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

5-11-21

Date

April 27, 2021
Town Commission Meeting
Public Comments

1. Barbara Cole, resident (161 words)
   I do hope this is the last virtual meeting in our Town and that at the next one public comments are at the podium to a dais with all 5 Commissioners with plexiglass between them a room with chairs following the latest 3 feet apart CDC guidelines instead of the plan shown which are antiquated. I also ask that multiple alerts go out weeks ahead of the opening.

   The CIP workshop which contains important items such as El Mar Drive and the neighborhoods designated for big budget design projects require that those impacted have a say in person! Please start insisting on backup and prior studies before rubber-stamping new studies such as traffic turning for Benihana or replacing portals. This Town has most likely dealt with all such issues before many times over. Finally, please direct the Town to put the rest of the chairs and benches back in the plazas which should have been done a long time ago.

2. Scot Sasser, resident
   Honorable Mayor, Vice Mayor and Commissioners,
   There is an item in the Town Manager's Report this evening regarding distancing requirements for Smoke Shops that states we now have 3 Smoke Shops in Town. The Mayor my recall that back in October of 2010 we discussed Ordinance 2010-15 where the Commission discussed specific businesses that should no longer be allowed in Town. These included, specifically consignment shops, electrical shops, paint-wallpaper & flooring, auto supply, funeral home, head/smoke shops and more radio/electronics. I remember this because smoke/head shops was specifically my concern. The item was discussed at P&Z 1st reading and was discussed at a Commission Roundtable. In all fairness I tried to research Ordinance 2010-15 but the online archives only go back to 2012. I would urge you to ask staff to research this Ordinance for your back-up and ask how we now have 3 smoke shops in town? Perhaps the final Ordinance failed to list prohibited uses but it would be well worth researching to find out.

   I also researched the permitted uses in the Town Code and found the below. You should ask yourselves how not 1 but 3 smoke shops are now operating in Lauderdale-By-The-Sea. It is painfully obvious the process broke sown somewhere. The only permitted use even close would be "Specialty Shop" which, lets face it, is a stretch and much too broad of an interpretation. It's unfortunate that we now have 3 smoke/head shops in our Town. Please research how this could happen and bring the answers back to public forum.

   We cannot lessen the standards we have set for Lauderdale-By-The-Sea nor should we let all the hard work and investment over the last decade be degraded! I remember several years later there was much more discussion about marijuana dispensaries and we decided to restrict those uses. We need to make sure these do not slide in under the radar along with tattoo shops and other uses that could further impact the aesthetics and culture we have cultivated. Since the genie is out of the bottle regarding smoke shops I urge you to do everything you can to restrict further proliferation.

EXHIBIT 3

TOWN OF LAUDERDALE-BY-THE-SEA

PLANNING AND ZONING
REGULAR MEETING MINUTES
Town Commission Meeting Room
Wednesday, September 15, 2010
6:30 P.M.

I. CALL TO ORDER

Chairman Oldaker called the meeting to order at 6:30 P.M. Members present were Chairman Alfred Oldaker, Vice Chair Yann Brandt, Lawrence Wick and First Alternate Eric Yankwitt. Also present were Jeff Bowman, Director of Development Services, Town Attorney Susan Trevarthen, and Planning Consultant Walter Keller. Board Secretary Colleen Tyrrell was present to record the minutes of the meeting.

II. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

III. APPROVAL OF MINUTES

Regular Meeting of the Planning and Zoning (P & Z) Board – July 21, 2010

All voted in favor to approve the July 21, 2010 minutes as presented.

Chairman Oldaker noted there was a vacancy on the Board for a second alternate position and suggested the Board request the Commission appoint someone to fill the vacant position.

A motion was made and seconded to forward a Planning & Zoning Board recommendation to the Town Commission to appoint a second alternate on the Board. In a roll call vote, the motion passed 4 – 0.

Town Attorney Trevarthen noted when the initial appointments were made, everyone that submitted an application was appointed a Board seat, and the Commission ran out of candidates. Several months had passed, and it could be possible to recruit other persons to become Board members. Selection of Board members, according to Town Code, took place at the beginning of each new Commission being established; thus, the votes for the present P & Z Board were taken in the spring after the current Commission was sworn in.

IV. NEW BUSINESS

Project:
Applicant:
Location:
Request: (A) The Planning and Zoning Board to provide recommendations to the Town Commission to the proposed amendments to the Towns' Code of Ordinances.

Item #1. Permitted uses in the B-1 and B-1A Zoning District

Director of Development Services Jeff Bowman gave a brief background of why the subject item was before the Board. In the past, if a proposed business wishing to locate in the Town was not a permitted use for a particular zoning district, they had to go through a number of processes that might take up to three months to get the desired use into the Town's Code. At the July 14, 2010 Commission Roundtable,

direction was given to staff to broaden the use criteria in the Code, reducing the need to amend the Code to accommodate individual businesses.

Chairman Oldaker asked if on the original short list affected the types of businesses that were permitted because of the small size of Lauderdale-By-The-Sea.

Mr. Bowman felt unable to speak to the intent of prior Commissions as to the limitation of the types of uses they felt were appropriate for the Town's business zoning districts.

Town Consultant Walter Keller remarked during his work for the Town over a number of years as a consultant, he did different versions of the Town's zoning code; the Town was small, and the variety of business uses were small in number. He thought there was a desire among the Town's citizens to limit commercial businesses to uses more conducive to neighborhoods, having less impact and being more tourist oriented. Upon observation, it could be seen that the business district catered more to tourists going toward the ocean and more office commercial going west, with restaurants scattered throughout the Town. In his approach to satisfying the Commission's wish to broaden the criteria for permitted business uses, he sought to limit commercial uses to be more oriented to community-type businesses, neighborhood businesses, rather than high intensity business or industrial uses that he believed might not be conducive to the Town. He examined the codes for other cities; for example: Fort Lauderdale, Pompano Beach, Deerfield Beach in Broward County, and Delray Beach in Palm Beach County. He discovered Fort Lauderdale tended to group their uses, while other codes were less specific. Including in the Board's backup was his complete list; he limited the business uses to be those that did not include more intensive uses; that is: big box uses, etc. or highway intensive uses that might generate a lot of traffic. Uses that might have a neighborhood impact were left off the list. The aim was for the business uses to be diverse in nature, but to the extent that they caused few neighborhood impacts, as residential uses were very close to commercial businesses. He reviewed his August 23, 2010, memo contained in the backup, specifically page two where it contained a list of uses on the left-hand side of the page, and possible additional uses listed in green on the right side of the same page; the uses were grouped by zoning district. There were a few uses that could possibly be a benefit to the Town but might have impacts; these he listed as possible conditional uses.

Vice Chairman Brandt asked if there was a requested action item or some form of recommendation staff wished from the Board.

Mr. Bowman responded if the Board approved Mr. Keller's suggested uses, they would be given to Town Attorney Trevarthen's firm where they would be drafted into an ordinance form for first reading by the Town Commission.

Chairman Oldaker asked if the proposed list of added uses could be considered sufficiently all-encompassing to satisfy the Commmission's direction to staff.

Town Attorney Trevarthen was unable to say whether the Commission had a preconceived notion of what the additional uses should be; rather, they wished staff and the consultant to recommend additional uses that were suitable for the Lauderdale-By-The-Sea community. If the Board had any concerns as to the suitability of any of the suggested uses, they should voice their views, including any existing uses they felt should be deleted.

Mr. Keller encouraged the Board to add any suitable business uses they felt applied if they did not see them on the list.

Vice Chairman Brandt felt the Board, staff, and the Commission should review the list of business uses every six months to determine their status, if there were any changes, etc. Lauderdale-By-The-Sea was a family town and all parties concerned needed to be proactive with regard to the Code to take advantage of as many business opportunities as possible, keeping in mind what was best for the Town's citizens. He wished to make a motion to move the process forward with the list provided by Mr. Keller.

Chairman Oldaker inquired how the reexamination of the list at regular intervals could be incorporated in the language of the ordinance.

Town Attorney Trevarthen suggested the Board focus on what it wished to do with the list before them; the idea of having an established time period by which the list of business uses was reexamined was good. The Board could simply instruct staff to bring the matter up for discussion on its agenda, as with the applications from potential businesses being submitted for Town staff review, there would be a level of awareness as to how accommodating the Town's business use code would be. She commented Mr. Keller's approach to the recommended additional businesses uses was correct, as she could not recommend lifting all of the uses from, for example, the City of Fort Lauderdale, as there were vast differences between the two cities, a very significant one being size. The use of planning advice and guidance from a consultant was wise, as whether or not to include a use on the recommended list was an important decision to make; all the uses on the list had different professional standards with varying impacts/demands they created. She pointed out some uses had different commercial purposes, as some were regional in nature and drew patrons from a far distance, while others catered more to the local community.

Mr. Yankwitt thought the list of uses was comprehensive but expressed concern as to some of the types of businesses, such as a tattoo parlor or an exotic lingerie store, even the definition of a massage therapist is subject to interpretation. He was unsure if the list encompassed those types of uses or were they treated in a different way.

Town Attorney Trevarthen did not see tattoo parlors among the uses listed as recommended uses.

Mr. Yankwitt queried if a use was not listed, was it understood that it was not permitted.

Town Attorney Trevarthen affirmed this to be the case, and this was the way the Code was written. Licensed massage therapists were state regulated, and it was a species of use not necessarily related to the kinds of uses mentioned by Mr. Yankwitt.

Mr. Wick requested a description of where B-1 and B-1A districts were located.

Mr. Bowman responded the B-1A zoning district was located at the intersection of Seagrape and Commercial Blvd.; it encompassed two corners.

Mr. Wick pointed out in the City's B-1 district, the list of additional uses did not mention a flower shop, and there were uses mentioned that already existed in the Town. For instance: a massage place and a barber shop; more of such uses should be limited, while others should be added as conditional uses, including: water craft sales, charter and sightseeing boats. He thought these would help, as the Town had a water basin.

Mr. Keller commented the Town was unique, in that it had some order-oriented property: the intercoastal, the beach and the area around the basin drive. He reviewed the marine type uses and was concerned about permitting heavy marine uses, due to the proximity to the residential area. If a particular use generated a significant amount of traffic and noise, whether from boats, cars, etc., this would further impact the residential area. He felt somewhat restricted in the types of uses he could suggest, noting it was hard to expand marine uses in the water basin area; there was very little parking and residential uses were so close.

Member. Wick mentioned in the basin drive area there was a yacht sales business.

Mr. Keller explained, in compiling the list of recommended businesses uses, he did not take into account all the existing uses, noting they played no part in what he looked at. He examined what uses were spelled out in the existing codes, as indicated in the memo in the backup, after which he looked at what uses the existing codes did not contain compared to other cities' codes. Some of the uses in the Town could have been approved many years prior, as there were uses that were very similar to others, and staff would analyze what might look like a new use, examine the Code and the experience within the community, and there were instances when staff could make the determination that a use was allowable or not allowable in the Town. For those uses staff felt unable to make a decision as required by the Town's general zoning and planning principles and efforts, they would seek the input of the Commission.

Member. Wick suggested bringing back the water taxi, as this would bring more tourism to the Town, and the Women's Club building, which they used only on certain days of the month might be an ideal place to use for this purpose.

Chairman Oldaker interjected the water taxi would go through canals that were purely residential. The yacht broker might occasionally take a yacht to test drive, but commercial vehicles traversing up and down the canals would be like a bus on a residential street. The residents on either side of the canal might have an objection to the water taxi.

Mr. Keller stated he saw no problem having a water taxi along the intercoastal, though some problems arose when one of the uses in Town occasionally chartered a boat for a dinner cruise, and the latter would cause impacts in the community; as after the bus dropping people off, it would sit and run the entire time it waited for passengers to return.

Town Attorney Trevarthen gave a brief review of the Town's conditional use process for the benefit of the Board members.

Vice Chairman Brandt made a two-part motion: 1) to go with the list of additional uses recommended by Mr. Keller, as well as the conditional uses staying as conditional uses, as contained in the backup. 2) He recommended the code provision got drawn up, eliminating B-1A, which he heard was duplicitous and added little value.

Town Attorney Trevarthen added the second motion would carry with it a number of things. In order to get rid of B-1A, it would have to be stricken from the Code, a rezoning would have to be done of the current B-1A properties.

Vice Chairman Brandt withdrew his earlier motion to eliminate B-1A.

Town Attorney Trevarthen clarified the motion on the floor was to approve Mr. Keller's recommendation before the Board, including the items listed in red on page three of the handout; those would be included as conditional uses.

Chairman Oldaker concurred.

Mr. Yankwitt asked if the water taxi use was being considered presently.

Town Attorney Trevarthen pointed out the listed uses for approval included charter and sightseeing boat, asking Mr. Keller if the water taxi could fit within that use.

Mr. Keller was unsure how the water taxi use was to be treated, as it functioned more like a bus. He clarified he was not vetoing the consideration of uses not included on his list, but making some uses conditional gave the Town more flexibility, and it was likely other language would be included in the Code to address conditional uses appropriately. The water taxi service might not need to be listed as a specific use, as they were not a business having no specific office situated in the Town.

Vice Chairman Brandt made a motion to approve the recommended list of uses by Mr. Keller, as set forth in the backup, seconded by Mr. Wick.

In a roll call vote, the motion passed 4 – 0.

Item #2. Amendments to Section 30-313 (31) Accessory Buildings and Structures.

Vice Chairman Brandt requested an explanation from staff as to the difference in Subsection A, specifically: accessory buildings and structures, that he might draw the difference between the items in Subsection A, B and Subsection 2.

Mr. Bowman explained accessory buildings were those that might be detached from primary buildings, such as garages, clubhouses for multifamily condominiums, etc., as detailed in Subsection A. B1and B 2 pertained specifically to sheds based on the direction given to staff by the Commission to include in the ordinance language to address sheds and removable structures.

Vice Chairman Brandt questioned how it was possible to build a garage half the height of any principal buildings containing two-family or multifamily dwellings.

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

REGULAR MEETING

MINUTES

Jarvis Hall

4505 Ocean Drive
Tuesday, October 12, 2010
7:00 P.M.

1. CALL TO ORDER, MAYOR ROSEANN MINNET

Mayor Roseann Minnet called the meeting to order at 7:00 p.m. Vice Mayor Stuart Dodd, Commissioner Birute Ann Clottey, Commissioner Chris Vincent, and Commissioner Scot Sasser were present. Also present were Town Attorney Susan L. Trevarthen, Town Manager Connie Hoffman, Town Clerk June White, and Deputy Clerk Nekisha Smith.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Mayor Minnet called for a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Minnet stated that an additional request for free parking had been made for Consent items 9a and 9b. She also noted the addition of the item, "transfer of location for the Music by the Sea event on October 30, 2010", to the Consent agenda as item 9f.

Attorney Trevarthen stated that information was received in relation to the Town's involvement with the challenge to Senate Bill 360. Mayor Minnet stated that it would be addressed under the Town Attorney report.

Mayor Minnet welcomed Constance Hoffmann as this was her first Commission meeting as the "official" Town Manager. She added that October was the start of the new schedule of Commission meetings; one (1) regular Commission meeting and one (1) Roundtable meeting. Mayor Minnet said that the schedule was a work in progress and under the Resolution it could be changed to fit the needs of the Commission and Town staff. Attorney Trevarthen stated that the Resolution was written to be open-ended which allowed the Commission to have meetings when they were needed.

5. PRESENTATIONS

Mayor Minnet asked for clarification on whether the applicant would be charged for the electrical use. Town Manager Hoffmann said they would not be charged.

Commissioner Vincent made a motion to approve and to delete the provision requiring portables and not to charge the applicant for electrical use. Commissioner Clottey seconded the motion. The motion carried 5 - 0.

d. Modification to Advertising Policy to Fill a Position Permanently (Town Manager Connie Hoffmann)

Commissioner Vincent made a motion to approve. Commissioner Clottey seconded the motion. The motion carried 5 - 0.

e. Valet Trial Period: 60-day Evaluation Report (Interim Assistant Town Manager Bud Bentley)

Mayor Minnet stated that the valet was working although it was not at the height of the season. She stated that there was an evaluation report that recommended another 60 day trial period.

Vice Mayor Dodd made a motion to approve. Commissioner Vincent seconded the motion. The motion carried 5 - 0.

Town Manager Hoffmann later stated that the recommendation was actually a 90 - 91 day extension for valet or until February 27, 2011. She noted the motion was made for 60 days. Attorney Trevarthen stated there was no need to redo the motion as the motion to approve was general in nature. She said it could be interpreted to extend the valet service to February 27, 2011.

10. ORDINANCES - PUBLIC COMMENTS

1. Ordinances 1st Reading

a. Ordinance 2010-15: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE V "ZONING" OF CHAPTER 30 OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 30-261, "B-1-A DISTRICT - BUSINESS" AND 30-271, "B-1 DISTRICT - BUSINESS" TO REVISE THE USES PERMITTED IN THESE ZONING DISTRICTS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

Attorney Trevarthen read Ordinance 2010-15 by title. Development Services Director Bowman explained that this Ordinance would allow additional business uses within the B-1 and B-1A Business District. He added that staff recommended approval.

Mayor Minnet opened the meeting for public comments. With no one wishing to speak, Mayor Minnet closed the public comment portion of the meeting.

Vice Mayor Dodd inquired as to why the height section, line 143, section b (2), was included in the Ordinance. Attorney Trevarthen explained that this section was put together based on the study prepared by Planner Keller and recommended by the Planning and Zoning Board. She said sub-sections b (2) and b (4) and was existing text and included in order for the Commission to see all of the B1A provisions.

Commissioner Sasser inquired of the recommended recreational uses and the criteria. Attorney Trevarthen said that Planner Keller prepared the report with recommendations that included permitted uses and referred to conditional uses. She added that was not anticipated at the time of the Notice of Intent.

Commissioner Sasser asked whether everyone considered all of the uses. He said he had questions and rather than go through each one, he inquired as to whether the Ordinance could be approved on 1st reading and placed on roundtable to discuss changes for 2nd reading. Attorney Trevarthen said yes.

Commissioner Clottey asked why the Ordinance was not written to allow all permitted uses except certain uses. Mayor Minnet wanted to encourage business coming in to town. She asked whether discretion could be given to the Town Manager to give flexibility.

Attorney Trevarthen said that from a legal standpoint, a list of prohibited uses and a list of permitted uses were the most common style nationally. She added that it was possible to write in a phrase that said "or similar uses", creating an interpretation that could be carried out by staff; a process would need to be put in place.

Mayor Minnet agreed with Commission Sasser to approve the Ordinance on 1st reading and move it to Roundtable for further discussion.

Vice Mayor Dodd made a motion to adopt Ordinance 2010-15 on 1st reading and to place on the October 26, 2010 Roundtable agenda for discussion regarding possible changes. Commissioner Sasser seconded the motion. The motion carried 5 - 0.

b. Ordinance 2010-16: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII. SIGN REGULATIONS, TO REVISE PROVISIONS AND CLARIFY TERMS, REQUIREMENTS AND STANDARDS REGARDING SIGN REGULATIONS; FURTHER CREATING A NEW SECTION 30-510, SEVERABILITY REGARDING SIGN REGULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Attorney Trevarthen read Ordinance 2010-16 by title. She explained that this ordinance would provide clarification and interpretation. Attorney Trevarthen added that the severability clause was good to have if the Ordinance was challenged.

Mayor Minnet opened the meeting for public comments. With no one wishing to speak, Mayor Minnet closed the public comment portion of the meeting.

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

REGULAR MEETING

MINUTES

Jarvis Hall

4505 Ocean Drive

Tuesday, November 9, 2010

7:00 P.M.

1. CALL TO ORDER, MAYOR ROSEANN MINNET

Mayor Roseann Minnet called the meeting to order at 7:00 p.m. Vice Mayor Stuart Dodd, Commissioner Birute Ann Clottey, Commissioner Chris Vincent, and Commissioner Scot Sasser were present. Also present were Town Attorney Susan L. Trevarthen, Town Manager Connie Hoffmann, Town Clerk June White, and Deputy Clerk Nekisha Smith.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Reverend George Hunsaker

Reverend George Hunsaker gave the Invocation and thanked fellow Veterans who served on our behalf.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Commissioner Sasser requested that Consent items 9b, 9d, and 9e be pulled for discussion. Mayor Minnet acknowledged the request and stated they would be pulled when the Consent Agenda came up for discussion.

5. PRESENTATIONS

a. Presentation of Proclamation (Chief Oscar Llerena)

Chief Llerena thanked the Commission and stated that the retirement of Sergeant Doug Brown would be a great loss to BSO. He added that BSO was having a party downtown for Sergeant Brown on November 19, 2010, and everyone was invited. Mayor Minnet thanked Sergeant Brown for his service and read the proclamation into record.

b. Presentation of Proclamation (Mayor Roseann Minnet)

There were no ordinances for 1st reading.

2. Ordinances 2nd Reading

a. Ordinance 2010-15: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE V "ZONING" OF CHAPTER 30 OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 30-261, "B-1-A DISTRICT - BUSINESS" AND 30-271, "B-1 DISTRICT - BUSINESS" TO REVISE THE USES PERMITTED IN THESE ZONING DISTRICTS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE Approved on first reading at the October 12, 2010 Commission meeting - Revised at the October 26, 2010 Roundtable

Attorney Trevarthen read Ordinance 2010-15 by title. She explained that this ordinance reflected the Commission changes made at the October 26, 2010 Roundtable.

Mayor Minnet opened the meeting for public comments.

Louis Marchelos believed the Commission needed to re-think this ordinance. He said these were hard times, and restricting businesses was the opposite of what was needed. Mr. Marchelos said some restriction was necessary but it already existed in the code and in the cooperation of neighbors. He stated that an amendment to the existing ordinance was time consuming, inefficient and not fair to property owners.

Zohir Benredda said he dropped off an application to the building department that took 6 weeks. He said he was never told that he was not allowed to have this type of business until last week.

Bill Ciani stated that the ordinances needed to be clear and that hard times did not call for relaxing of the restrictions.

With no one else wishing to speak, Mayor Minnet closed the public comment portion of the meeting.

Mayor Minnet thanked Director Bowman for his efforts in working with staff and the Town Attorney. Vice Mayor Dodd believed the Town was too restrictive in the exclusions from what was originally proposed and a high end consignment store should be included. He stated that the Commission should have made a distinction between electrical wholesale operations and electrical retail goods. He did not want to exclude kitchen appliances or lighting but believed that striking out electrical supply would do that.

Commissioner Vincent stated that everyone should look at what the current code allowed as opposed to what was being proposed. Director Bowman pointed out that the type of business use that Mr. Benredda requested was not permitted under the current code. He said he diligently tried to get Mr. Benredda an answer in a reasonable

amount of time. Director Bowman added that nothing was put in the ordinance or removed from the ordinance that would exclude any current business with the exception of cigar and tobacco shops.

Attorney Trevarthen explained that the current code did not address a cigar and tobacco store. She said the 1st reading of the ordinance included a cigar and tobacco store as a recommended use, but it was removed from the proposed ordinance at the October 26, 2010 Roundtable.

Commissioner Vincent asked whether the tobacco store currently in Town was grandfathered in. Director Bowman said he was not certain of what the previous use was to confirm whether it was grandfathered. He said that it could be considered a specialty shop as well. Attorney Trevarthen stated that if there was any business in Town that was not part of the current adopted code, they would be non-conforming and unless action was taken to get rid of them, they would remain and continue to operate within the community.

Commissioner Vincent asked whether there were any ongoing problems or complaints with this particular type of business. Director Bowman said there were never any problems with that business.

Mayor Minnet believed the Commission needed to recognize and include dive shops, a dance studio, and consider a home furnishings type of business that would include hardware and lighting and to stay away from home improvement stores which tended to be very large. She said that if the thrift shop could be stricken from thrift store/consignment shop there would be no problem with a consignment shop. She suggested taking a closer look at the ordinance and allow for some of the uses discussed.

Commissioner Sasser said it was important to note that the proposed ordinance was more relaxed than the current code. Attorney Trevarthen stated that a similar use clause was also added.

Commissioner Sasser asked whether a tobacco shop could be allowed but add language that would prevent drug paraphernalia. Attorney Trevarthen stated that there was a statute that allowed tobacco shops to have water pipes, bongs, and other paraphernalia, which is being challenged. She said the Town could avoid this use by not listing it and address it at a later date.

Commissioner Vincent inquired as to what would prevent the current cigar shop from selling drug paraphernalia. Attorney Trevarthen stated that the current statute allowed them to do so if they met the requirements.

Town Manager Hoffmann reviewed the list of the changes the Commission wanted. She asked whether the Commission wanted to keep retail electrical supply store, or would it be covered by adding a home furnishings store. Vice Mayor Dodd was happy with home

furnishings retail and wanted lighting included. Mayor Minnet said that home furnishing could include flooring, wallpaper, paint, lighting and electrical.

Vice Mayor Dodd made a motion to adopt Ordinance 2010-15 with addition of consignment stores but keep thrift stores stricken, add dive shops to the description of sporting goods stores, add home furnishing retail store, and add dance studios to the description that called for artist & musician studios.

Attorney Trevarthen questioned the motion as to whether the Commission intended for the changes to be made to both business districts. The Commission confirmed it was for both districts. Commissioner Sasser seconded the motion. The motion carried 5 - 0.

b. Ordinance 2010-17: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS" TO CREATE SECTION 30-22 "ZONING RELIEF PROCEDURES" TO ADDRESS POSSIBLE UNINTENDED VIOLATIONS OF FEDERAL AND STATE LAWS IN THE IMPLEMENTATION OF THIS CODE OR ITS RELATED RULES, POLICIES, AND PROCEDURES; PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE Approved on first reading at the October 12, 2010 Commission meeting

Attorney Trevarthen read Ordinance 2010-17 by title.

Mayor Minnet opened the meeting for public comments.

Diane Boutin asked whether a change in business uses would impact potential parking. She also inquired as to whether any of the proposed expanded business uses would meet Broward County license requirements.

With no one else wishing to speak, Mayor Minnet closed the public comment portion of the meeting.

Attorney Trevarthen stated that the Ordinance was not intended to address the parking problem that Ms. Boutin referred to. She said the ordinance allowed those who would not normally meet the requirements to come before the Commission and present their case, to which the Commission had the choice to grant the use or not.

Vice Mayor Dodd made a motion to adopt Ordinance 2010-17. Commissioner Vincent seconded the motion. The motion carried 5 - 0.

11. RESOLUTION - "Public Comments"

a. Resolution 2010-37: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS

EXHIBIT 4

ORDINANCE 2010-15

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE V "ZONING" OF CHAPTER 30 OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 30-261, "B-1-A DISTRICT – BUSINESS" AND 30-271, "B-1 DISTRICT – BUSINESS" TO REVISE THE USES PERMITTED IN THESE ZONING DISTRICTS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's land development regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to revise the permitted uses in the B-1-A and B-1, Business Districts, of the Town's zoning regulations; and

WHEREAS, Section 30-531 of the Code requires issuance of a Notice of Intent prior to the processing of any amendment to the land development regulations in Chapter 30 of the Code, and such notice was given of this amendment on August 25, 2010; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the Code revisions contained in this Ordinance at a duly noticed hearing on September 15, 2010, and recommended their adoption; and

WHEREAS, the Town Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

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

SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Section 30-261 of the Code of Ordinances is amended as follows[1]:

Section 30-261. B-1-A district – Business.

(a) *Area affected.*

The area to be affected by the provisions of this subdivision is Lots 50, 51, 52 and 53, fronting on Bougainvilla Drive and Lots 55, 56, 57 and 58, fronting on Poinciana Street, all in Block 28, Town of Lauderdale-By-The-Sea, according to the plat thereof as recorded in Plat Book 6, page 2, of the public records of Broward County, Florida.

(b) *B-1-A uses permitted:*

(1) *Definitions*.

A. "Restaurant," for the purposes of this subdivision, is any establishment where facilities are provided for preparing and serving food to the public.

B. For the purpose of this section, the definition of motorized scooter and the definition of moped shall be as set forth in Florida Statutes Section 316.003.

(2) *Uses*. No building or premises shall be used, and no building with the usual accessory~~ies~~ uses shall be erected or altered, other than a building or premises arranged, intended, or designed for any of the following uses:~~:~~

A. antiques store,
B. art galleries,
C. arts & crafts supply store,
D. automobile rental or leasing agencies (no outdoor display),
E. bait and tackle shop,
F. bakery,
G. beauty schools, barber shops and hair salons,~~;~~

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Changes since first reading are shown in **bold**.

H. bicycle rental shop with no outside storage,
I. book store,
J. business and professional employment agency,
K. camera and photographic supply store,
L. card and stationery store,
M. catering,
N. church or place of worship,
O. clothing,
P. coin-operated dry cleaning and laundry and/or pickup station,
Q. ~~and~~ community theaters, dinner theaters, and cultural centers;
R. computer/software store,
S. consignment
T. convenience store,
U. cooking schools,
V. copy center,
W. courier service,
X. delicatessen,
Y. dental laboratory,
Z. drug-store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes),
AA. fabric/needlework/yarn shop,
BB. florist shop,
CC. formal wear sales and rental,
DD. fruit and produce store,
EE. furniture and home furnishings,
FF. giftware,
GG. government administration,
HH. hardware,
II. health and fitness center,
JJ. household appliances store,
KK. ice cream/yogurt store,
LL. interior decorator,
MM. jewelry store,
NN. library branch,
OO. linen/bath/bedding store,
PP. luggage/handbag/leather goods store,
QQ. mail/postage/fax service,
RR. marine parts and supplies store,
SS. market, grocery/food store/supermarket,
TT. massage therapist (licensed therapist to be on premises at all times of operation),
UU. meat and poultry store,
VV. medical supplies sales,
WW. motorized scooter or moped sales and rentals,

XX. museum,
YY. music/musical instrument store,
ZZ. office building,
AAA. optical store,
BBB. party supply store,
CCC. personnel services,
DDD. photographic studio,
EEE. police and fire substation,
FFF. retail electronic sales and repair,
GGG. restaurant, including sidewalk cafés which would be appurtenant to, and a part of, a restaurant,
HHH. seafood store,
III. shoe sales and repair,
JJJ. shop for making articles sold at retail on the premises,
KKK. specialty shop,
LLL. sporting goods store, including dive shops
MMM. studios for artists, photographers, musicians (including recording studios), and dance,
NNN. sundries,
OOO. tailor/dressmaking store, direct to the customer,
PPP. tapes/videos/music cd stores,
QQQ. tool rental (small tools and equipment, indoor display only).
RRR. toy/game store,
SSS. trade/business school,
TTT. travel agency,
UUU. veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
VVV. watch and jewelry repair.~~,~~
WWW. Drive-through services that are accessory to a use in this zoning district shall be allowed only as a conditional use requiring Planning and Zoning Board review and Town Commission approval, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive through.
XXX. Uses not listed. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.

~~construction shall be limited to one building on B-1-A lots 50 feet or less in width. Restaurant for the purposes of this subdivision, is any establishment where facilities are provided for preparing and serving food to the public.~~

(2) *Height.* No building shall be erected to a height greater than two stories on single 25-foot lots, nor greater than three stories on 50-foot lots.

(3) *Areas.* No building which is used for residence purposes above the ground floor shall occupy an area greater than 70 percent of the entire lot. The required lot area per apartment or kitchen unit shall be 800 square feet. The required floor area for a kitchen unit shall be not less than 250 square feet minimum and the area for a hotel room with bath shall not be less than 200 square feet. Buildings ~~requiring light and ventilation, but~~ not used for residential purposes, shall not occupy more than 90 percent of the lot area.

(4) *Residences.* All residences constructed in B-1-A districts shall conform to requirements for RS-5 districts hereinafter provided and all apartments, hotels, or rental units constructed in B-1-A districts shall conform to requirements for RM-25 districts, hereinafter provided.

(5) *Design.* Construction shall be limited to one building on B-1-A lots that are 50 feet or less in width. All business buildings constructed in a business district shall be of C.B.S. construction and shall be designed with every practical consideration for appearance, fire protection, health, light, air. ~~and a~~All plans and specifications of the building shall be approved by the Town Building Inspector. The Building Inspector need not approve design and use of a building and may ask the Town staff, Planning and Zoning Board or the Board of Adjustment for an official opinion or decision thereon. Open fronts are specifically prohibited in B-1-A districts and there shall be a maximum opening of ten feet by ten feet for doorways in each business building.

SECTION 3. Amendment. Section 30-271 of the Code of Ordinances is amended as follows:

Section 30-271. B-1 district – Business.

The following part of the Town of Lauderdale-By-The-Sea is zoned as B-1 district: All of Blocks 5, 6, 13, 14, 20, 21, east half of Block 19 and Lots 18 and 19 of Block 28, according to the plat thereof recorded in Plat Book 6, page 2, of the public records of Broward County. The following part of the platted area of Unit "A" of the inclusive subdivision known as Silver Shores is zoned as B-1 district: All of Blocks A, B, C, D, E, F, G, and Lot 1 of Block 2. The following part of the platted area of Unit "B" of the inclusive subdivision known as Silver Shores is zoned as B-1 district: All of blocks H, J, K, L, M and Lot 1 of Block 14, according to the plat thereof recorded in Plat Book 31, of the public records of Broward County.

(a) *Uses.*

(1) Definitions.

A. "Restaurant," for the purposes of this Section, is any establishment where facilities are provided for preparing and serving food to the public in an enclosed building.

B. For the purpose of this section, the definition of "motorized scooter" and the definition of "moped" shall be as set forth in Florida Statutes Section 316.003.

(2) No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses:

A. antiques store,
B. art galleries,
C. arts & crafts supply store,
D. automobile rental or leasing agencies (no outdoor display),

E. bait and tackle shop,
F. bakery,
G. beauty schools, barber shops and hair salons,
H. bicycle rental shop with no outside storage,~~;~~
I. book store,
J. business and professional employment agency,
K. camera and photographic supply store,
L. card and stationery store,
M. catering businesses,
N. church and place of worship,

O. clothing,
P. coin-operated dry cleaning and laundry and/or pickup station,
Q. community theaters, dinner theaters and cultural centers,~~;~~
R. computer/software store,
S. consignment

T. convenience store,
U. cooking schools,
V. copy center,
W. courier service,
X. delicatessen,
Y. dental laboratory,~~; and~~
Z. drug (store)/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes),

AA. fabric/needlework/yarn shop,
BB. fishing pier,

CC. florist shop,
DD. formal wear sales and rental,
EE. fruit and produce store,

FF. furniture, and home furnishings,
GG. gift shop,
HH. government administration,
II. grocery/food store/supermarket,
JJ. hardware,
KK. health and fitness center,

LL. household appliances store,
MM. ice cream/yogurt store,
NN. interior decorator,
OO. jewelry store,
PP. library branch,
QQ. linen/bath/bedding store,
RR. luggage/handbag/leather goods store,
SS. mail/postage/fax service,
TT. marine parts and supplies store,
UU. market,
VV. massage therapist (licensed therapist to be on premises at all times of operation),
WW. meat and poultry store,
XX. medical supplies sales,
YY. motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
ZZ. museum,
AAA. music/musical instrument store,
BBB. office building,
CCC. optical store,

DDD. party supply store,
EEE. personnel services,
FFF. photographic studio,
GGG. police and fire substation,
HHH. retail electronic sales and repair,
restaurant, including sidewalk cafés which would be appurtenant to, and a part of, a restaurant,

III. seafood store,

JJJ. shoe sales and repair,
KKK. shop for making articles sold at retail on the premises,
LLL. specialty shop,
MMM. sporting goods store, including dive shops
NNN. studios for artists, photographers, musicians (including recording studios), and dance
OOO. sundries,
PPP. tailor/dressmaking store, direct to the customer,
QQQ. tapes/videos/music cd stores,
RRR. tool rental (small tools and equipment, indoor display only),
SSS. toy/game store,
TTT. trade/business school,
UUU. travel agency,
VVV. veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
WWW. watch and jewelry repair, and
XXX. ~~construction shall be limited to one on B-1-A lots 50 feet or less in width.~~ Drive-through services that are accessory to a use in this zoning district shall be allowed only as a conditional use requiring Planning and Zoning Board review and Town Commission approval, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive through. ~~"Restaurant," for the purposes of this subdivision, is any establishment where facilities are provided for preparing and serving food to the public in an enclosed building. For the purpose of this section the definition of motorized scooter and the definition of moped shall be as set forth in F.S. ch. 316. All motorized scooter or moped sales and rental activity shall occur indoors and the outdoor display or storage of scooters, mopeds, or accessories shall be prohibited.~~
YYY. Uses not listed. Any use not covered by the above list may be authorized in the B-1 district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1 district.

(b) *Height.*

No building shall be erected to a height greater than two stories on single 25-foot lots nor greater than three stories on 50-foot lots.

(c) *Areas.*

No building which is used for residence purposes above the ground floor shall occupy an area greater than 70 percent of the entire lot. The required lot area per apartment or kitchen unit shall be 800 square feet. The required floor area for a kitchen unit shall not be less than 250 square feet minimum and the area for a hotel room with bath shall not be

less than 200 square feet. Buildings ~~requiring light and ventilation, but~~ not used for residential purposes~~,~~ shall not occupy more than 90 percent of the lot area.

(d) *Residences.*

All residences constructed in B-1 or RD-10 districts shall conform to requirements for RS-5 districts hereinafter provided and all apartments, hotels, or rental units constructed in B-1 districts shall conform to requirements for RM-25 districts, hereinafter provided.

(e) *Design.*

Construction shall be limited to one on B-1-A lots 50 feet or less in width. All business buildings constructed in a business district shall be of C.B.S. construction and shall be designed with every practical consideration for appearance, fire protection, health, light, air. ~~and a~~All plans and specifications of the building shall be approved by the Town Building Inspector. The Building Inspector need not approve design and use of a building and may ask the Town staff, Planning and Zoning Board or the Board of Adjustment for an official opinion or decision thereon. Open fronts are specifically prohibited in B-1 districts and there shall be a maximum opening of ten feet by ten feet for doorways in each business building.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconditional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. All ordinances or parts of Ordinances and all Resolutions or parts of Resolutions in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. Codification. This Ordinance shall be codified.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

SECTION 8. Adoption. Passed on the first reading, this 12th day of October, 2010.

Passed and adopted on the second reading, this 9th day of November 2010.

Mayor Roseann Minnet

	First Reading	Second Reading
Mayor Minnet	Aye	Aye
Vice-Mayor Dodd	Aye	Aye
Commissioner Clottey	Aye	Aye
Commissioner Sasser	Aye	Aye
Commissioner Vincent	Aye	Aye

Attest:

June White

Town Clerk, June White

(CORPORATE SEAL)

Approved as to form:

Susan L. Trevarthen

Susan L. Trevarthen, Town Attorney

EXHIBIT 5

Ordinance 2021-10

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission has recently discussed the history and the adequacy of the use lists, definitions and processes for the two business zoning districts in the Town, Business (B-1) and Neighborhood Business (B-1-A); and

WHEREAS, the Town Commission finds that certain uses are listed in the business zoning districts which are not possible to develop, or are not compatible with or suitable for the Town; and

WHEREAS, during the 2021 Florida Legislative Session, the Legislature adopted Chapter 2021-14, Laws of Florida, creating Sections 569.0025 and 569.315 of the Florida Statutes, and preempting the regulation for the marketing, sale, or delivery of, tobacco products and nicotine products to the State, effective October 1, 2021; and

WHEREAS, however, local governments still retain the right to regulate stores selling tobacco paraphernalia or devices commonly related to the use of any tobacco product, drug, or narcotic, as further defined herein ("tobacco paraphernalia stores"); and

WHEREAS, there has been a recent proliferation of tobacco paraphernalia stores, as defined herein, in the Town's B-1 business zoning district; and

WHEREAS, the Town Commission finds that tobacco paraphernalia stores previously allowed to locate within the Town as specialty shops should no longer be located in the B-1 and B-1-A zoning districts; and

WHEREAS, it is the intent of the Town Commission that nonconforming tobacco paraphernalia stores in the B-1 zoning districts be permitted to continue to exist for one year (or longer based upon an individual showing) from the effective date of this Ordinance, unless terminated earlier for any reason; and

WHEREAS, to provide for the orderly, planned future development of the Town, and enhance the character and aesthetics of the Town, the Town Commission finds that additional changes to the list of permitted and conditional uses in the B-1 and B-1-A zoning districts, and related regulations, are necessary to reflect the Town's current vision for its downtown; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on September 15, 2021, and recommended the amendments be approved; and

WHEREAS, the Town Commission conducted first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined

that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT[1]:

SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Code Amended. Chapter 30 "Unified Land Development Regulations," is hereby amended as follows:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE I. - IN GENERAL

* * *

Sec. 30-11. - Definitions.

* * *

(2) *Terms defined.*

* * *

Tobacco paraphernalia. Paraphernalia commonly related to the use of any tobacco product, drug, or narcotic includes, but is not limited to:

a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
b. Water pipes.
c. Carburetion tubes and devices.
d. Chamber pipes.
e. Carburetor pipes.
f. Air-driven pipes.
g. Chillums.
h. Bongs.
i. Ice pipes or chillers

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

This definition shall not be interpreted to include a nicotine dispensing device, as defined in Florida Statutes, Section 569.31, as may be amended from time to time.

Tobacco paraphernalia store. Any retail store that sells, offers for rent or sale, or exhibits or displays, tobacco paraphernalia that totals more than five percent of its inventory, measured by either (i) the number of items or (ii) the square footage of the store where inventory is displayed or accessible to customers.

* * *

ARTICLE V. – ZONING

* * *

DIVISION 2. – DISTRICTS

* * *

Subdivision L. - B-1-A District Regulations.

Sec. 30-261. - B-1-A district—Business.

(a) *B-1-A uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,
d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,

s.Computer/software store,
t.Consignment store,
u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.~~Dental laboratory,~~Reserved,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,
ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~Reserved
vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales and medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for ma~~r~~king articles sold at retail on the premises,
lll.~~Specialty shop,~~Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores~~, Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, and

xxx.*Uses not listed*.

1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

a.Bicycle taxi (no outside storage or display).
b.~~Car wash/outdoor hand wash.~~ Reserved,
c.Charter and sightseeing boat.
d.Child and adult day-care centers.
e.Convenience store, subject to the requirements as set forth in subsection (i), below.

f.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
g.Dry cleaner.
h.Mixed use, subject to the requirements as set forth in subsection (i) below.
i."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.
j.Parking garage.
k.Permitted use that exceeds 10,000 square feet in gross floor area.
l.~~Pet store.~~ Reserved,
m.Pool supply store.
n.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
o.Water craft sales and rental (new or used).

p.*Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1-A district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.
4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:

1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and

2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.

2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.

c. *Requirement to supply updated information*. Annually at the time of issuance of business tax receipt during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:

1. Revocation, expiration, or change to the status of the state licenses described in sub-subsection a. above; and

2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.

3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain "in good standing" as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

* * *

Subdivision M. - B-1 District Regulations.

Sec. 30-271. - B-1 district—Business.

(a) *B-1 uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area, except for waterfront hotel uses:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,
d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,
s.Computer/software store,
t.Consignment store,
u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.Dental laboratory,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,

ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~ Reserved,
vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales, medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~ Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for ma~~r~~king articles sold at retail on the premises,
lll.~~Specialty shop,~~ Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores,~~ Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, ~~and~~
xxx. Cigar store (not meeting the definition of tobacco paraphernalia store, no customer service area),
yyy.*Uses not listed*.

1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.

2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.

3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

a.Bicycle taxi (no outside storage or display).

b.~~Call center, subject to the requirements as set forth in subsection (i), below~~. Reserved.

c.~~Car wash/outdoor hand wash.~~ Reserved,

d.Charter and sightseeing boat.

e.Child and adult day-care centers.

f.Convenience store, subject to the requirements as set forth in subsection (i), below.

g.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.

h.Dry cleaner.

i. Marina, subject to the requirements as set forth in subsection (i) below.

j. Mixed use, subject to the requirements as set forth in subsection (i) below.

k."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.

l.Parking garage.

m.Permitted use that exceeds 10,000 square feet in gross floor area.

n.Pet store.(see subsection (k) below for supplemental regulations).

o.Pool supply store.

p.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.

q.Water craft sales and rental (new or used).

r. Waterfront hotel.

s. *Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1 district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.

2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1 district.

3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:

1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and

2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.

2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.

c. *Requirement to supply updated information*. In the first week of each quarter during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:

1. Revocation, expiration, or change to the status of the state licenses described in sub-subsection a. above; and

2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.

3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain “in good standing” as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice

shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation or suspension of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

(k) *Pet stores, supplemental regulations*.

(1) *Definitions*.

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations, and which does not obtain animals from a breeder or broker for payment or compensation.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue, sheltering and placement of animals in permanent homes or whose primary purpose is the prevention of cruelty to animals. This term does not include an entity that breeds or brokers animals or obtains animals from breeders or brokers for payment or compensation.

Certificate of source means a document from the source and declaring the source of origin of a dog or cat showcased on the premises. A certificate of source shall include at a minimum: (i) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; and (ii) the pet store's certification of the accuracy of the certificate.

Pet store means a retail establishment where dogs or cats are sold, exchanged, bartered, offered for sale or adoption, advertised for sale, auctioned, given away or otherwise disposed of as pet animals to the general public at retail, including by appointment. Such definition shall not include an animal care facility or animal rescue organization, as defined herein.

Showcase means that an animal care facility or animal rescue organization temporarily displays to the public an adoptable dog or cat at a pet store, in order to facilitate the adoption

of the dog or cat from that organization or facility. Dogs or cats may only be showcased during the hours of operation of the pet store, and shall be returned to the organization or facility during the hours that the pet store is closed.

(2) *Prohibition*. It is prohibited and unlawful for a pet store to offer, deliver, offer for sale, barter, auction, rent, lease, give away, or otherwise transfer or dispose of a dog or cat in the Town.

(3) *Exception*. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats, provided the pet store shall not have any ownership interest in the dogs or cats offered for adoption and shall not receive a fee for providing space for the adoption of any of these dogs or cats.

(4) *Certificate of source*. A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source for each dog or cat being showcased at a pet store.Falsification of a certificate of source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) *Record-keeping*. Pet stores shall maintain records, stating the name, address, telephone number and emails of the animal care facility or animal rescue organization that showcase from which each dog or cat was acquired for one year following the date of acquisition and maintaining a copy of the previous year. These records are subject to inspection by a Town official charged with enforcing these provisions upon request.

(6) *Applicability to existing pet stores*. Any pet store operating in conformance with a Town conditional use approval issued prior to the adoption of this section may continue to operate in accordance with that approval and with all applicable laws. If the pet store ceases operation for more than 60 days or if the conditional use is revoked by the Town or otherwise invalidated, then the pet store shall thereafter conform to the requirements of this section.

(7) *Penalty*. Any person who violates this section is subject to enforcement pursuant to Section 1-12 of this Code.

* * *

Subdivision N. ~~Reserved~~ Amortization of tobacco paraphernalia stores in B-1 zoning districts.

Sec. 30-281. – ~~Reserved~~ Amortization procedures for tobacco paraphernalia stores.

(a) *Definitions*.

(1) *Amortization notice*. Written notice of the commencement of amortization regulations, served by hand delivery or by certified mail, return receipt requested.

(2) *Amortization period*. One year after the effective date of this Ordinance.[2]

(b) *Intent*. It is the intent of this Subdivision to recognize that the eventual elimination of existing tobacco paraphernalia stores in the B-1 zoning district that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, bears as much relation to the health, safety, and welfare of the citizens of the Town as the prohibition of new tobacco paraphernalia stores that would violate these regulations. It is also the intent of this Subdivision to protect private property rights to the extent required by law.

(c) *Operation during amortization*. A nonconforming tobacco paraphernalia store may be continued for the amortization period, and shall be maintained in good condition and conform with the regulations applicable to nonconforming structures in the Town. Such store may not display its inventory of tobacco paraphernalia within 5 feet of any window or glazed area of the front or side façades, but may continue to stock and sell it.

(d) *Removal*. All nonconforming tobacco paraphernalia stores in existence upon the effective date of this Ordinance,[3] and which previously conformed to all legal requirements but are made nonconforming by the provisions of these regulations, shall be removed prior to the end of the amortization period.

(e) *Procedure for enforcement of amortization requirements*. Prior to the Town enforcing the amortization period against any tobacco paraphernalia store, it shall be the responsibility of the Town Manager or designee to:

(1) make a record of all nonconforming tobacco paraphernalia stores in Town that are subject to the amortization requirement, and

(2) serve the amortization notice on the owners of such stores and upon the property owner.

The amortization period shall apply to tobacco paraphernalia stores that receive an amortization notice from the Town, in the manner described in that notice.

(f) *Extension of amortization period*.

(1) The Town Manager or designee, in consultation with the Town Attorney, may extend the amortization period upon a showing of economic hardship to the owner of a tobacco paraphernalia store. Alternatively, the Town Manager may choose to bring such an extension request to the Town Commission for approval.

(2)An owner of a tobacco paraphernalia store who asserts that a longer amortization period is necessary to amortize its investment shall file an application for extension with the office of the Town Manager within 30 days of the date of the amortization letter. The application shall be on a form provided by the office of the Town Manager, and shall include a statement setting forth the investment in the nonconforming tobacco paraphernalia store, the date of approval, and the cost and date of the most recent renovation.

(3) An extension of the amortization period shall be granted if the Town Manager or designee, in consultation with the Town Attorney, or the Town Commission if it is referred the decision, finds that the amortization period is unreasonable for that tobacco paraphernalia

[2] Codifier to substitute the date that is one year after the effective date of this Ordinance.
[3] Codifier to substitute the effective date of this Ordinance.

store at issue because it is too short to allow amortization of its investment in accordance with applicable caselaw.

(4) The Town Manager or designee's decision may be appealed to the Town Commission by the owner of a tobacco paraphernalia store within 30 days of the determination.

* * *

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ___ day of _____, 2021.

Passed and adopted on the second reading, this ___ day of _____, 2021.

_____

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Oldaker	_____	_____

Commissioner Sokolow	_____	_____
Commissioner Strauss	_____	_____
Commissioner Malkoon	_____	_____

ATTEST:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

NON APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
LIVE STREAMED FROM JARVIS HALL
Wednesday, September 15, 2021

1. CALL TO ORDER

Vice Chair Christina Buerosse called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:00PM.

ROLL CALL

Planner Susan Levin called the roll and members present were Ron Piersante, Vice Chair Christina Buerosse, Charles Wayne Dillistin, 1st Alternate Patricia Omana, and 2nd Alternate Karen Sylvester. The absentee members were Chair David Chanon and Alan Bluestein. Also present were Town Attorney Susan Trevarthen, Acting Development Services Director Jhanelle Campbell, and Planner Susan Levin.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

3. APPROVAL OF MINUTES

a. Planning & Zoning (P&Z) Meeting Minutes – June 2, 2021

Board Member Dillistin said that his amendment was not reflected. Acting Development Services Director Campbell said that historically, the Town did not go into that level of detail nor did they reflect verbatim typing of conversations in the past. Town Attorney Trevarthen informed that the law required action minutes and the Town has much more detail than that. Not typing conversations avoided the cascading effect of having what one person said or asked for and not doing the same for others. The meetings were videoed and can be seen on the Town's website, so anyone could see what a board member said. The minutes should be a summary reflection of what happened. Board Member Sylvester would like to see what Board Member Dillistin proposed and Vice Chair Buerosse agreed. It was unanimously decided to bring these minutes back to the next meeting. Mayor Vincent asked his staff if it could be policy directed that what a board member requested to be reflected in the minutes would be there. Town Attorney Trevarthen explained that all municipalities, not just this Town, felt that when the nature of the amendment was to fill in all the gaps, it would take us to a different level of detail. The minutes were presented for corrections, amendments, etc. but not to change the level of detail. We would bring these minutes back to the next P&Z Meeting so the board could see the substance of changes that Board Member Dillistin has requested.

b. Planning & Zoning (P&Z) Meeting Minutes – September 1, 2021

Board Member Sylvester made a motion to approve the minutes of the P&Z regular meeting of September 1, 2021 as presented. The motion was seconded by Board Member Piersante. The motion carried 5-0.

4. PUBLIC COMMENTS

David S addressed the board and his comments included but were not limited to: He felt that this was right for DelacaSeas and that Paul was a resident and a productive member of the community. Paul worked very hard and was a great asset to the community. He opined that bringing back a periodical store fit in with our small town feel. The request would make for a perfect fit for that spot and Paul was the perfect man for the job. The vacancy was an eyesore and David hoped this would be seen through to the end as it was a perfect fit.

Barbara Cole, resident**,** felt that for this section of public comments, she wanted to state that she felt very proud when the board members voiced their opinions about grandfathering in the single-family home on September first. She informed that last Monday night was the first reading at the Town Commission and she sensed that the Commission did not understand what was expressed by those who opposed. There would be a second reading on September 28th and this would be the time if you wanted to clarify why your vote for grandfathering was different than your vote on July 7th when you voted to let the single-family home go forward. She urged the board members to send their public comments in representing themselves and not representing the board.

Town Attorney Trevarthen explained that each member of the Planning and Zoning Board was also a resident of the Town and was fully entitled to raise their concerns. The only thing that was asked of the board members was that whenever an individual appeared before another board, to be perfectly clear that they were speaking on their own behalf. When a board discussed something and decided collectively that they wanted to convey a message, their voting accomplished that and staff would convey it forward. However, there could be a time when the chair or a board member was specifically authorized to speak for the board before another board. For the record, there were no other public comments at this time.

5. NEW BUSINESS

a. Case Number 2021-L2-SPM-01:
Level 2 Site Plan Modification 4404 Bougainvilla Drive (aka 217 Commercial Boulevard) (Delacaseas Restaurant) for the expansion of an existing storefront.

Acting Development Services Director Campbell explained that this was a site plan modification application to expand an existing restaurant. The applicant has recently rented the storefront immediately to the south of the existing restaurant. This was previously occupied by Old City News Stand. The site plan modification was submitted to expand the storefront to include the Old City News Stand space. This would give the restaurant more seating and storage space. As a result of the requested expansion, parking requirements have changed requiring two additional parking spaces. The applicant has chosen Payment In Lieu Of Parking (PILOP) to meet the additional parking requirements. The PILOP agreement was approved and executed and the first payment was made. She spoke about the seven criteria that had to be met, for the site plan modification to go forward. Staff felt that they met the criteria. She went over other things that were reviewed in relation to the application which included but was not limited to that there were no changes to the footprint of the building so there were no setback differences. No changes to landscaping were triggered by this. She explained the proposed conditions for approval and said Staff recommended approval with these conditions.

The application would go before the Town Commission on September 27, 2021. She asked for board questions and answered Board Member Sylvester's question regarding that the expansion was only for the restaurant's expansion for their customer service area. Ms. Campbell also stated that the applicant was here to answer any questions. As there were no other board questions, the Vice Chair opened the floor to public comments.

Barbara Cole, resident**,** said that this expansion west of A1A was what most people in Town were hoping for. She spoke about a parking program that was brought up by the Mayor at a Town Commission Meeting whereas parking spaces were sold for $5,000. Vice Chair Buerosse said $5,000 for each of the first two spaces. She felt that owners like this one who put their heart and soul into making us a boutique, unique Town, that amount of money was a hardship. She thought that maybe the board could opine with doing away with that.

No other members of the public wished to speak but the applicant, Paul Mangiardi, went up to the podium and introduced himself as the owner of DelacaSeas Café. He said that with the expansion, his plans were set back somewhat because he was spending money for parking, etc. This amount of money for parking for such a small space could have gone for better things to provide for the community. There were no other requests for public comments. Board Member Dillistin wanted to know what happened to the parking spaces that were for the Old City News Stand. Acting Development Services Director Campbell answered the news stand had a lower parking requirement than a restaurant. It went from retail to restaurant, intensifying the parking requirements for DelacaSeas. Board Member Dillistin wanted to know if they could make a motion to suggest the Commission waive the money for parking spaces or find other sources (maybe Cares Funding) for this. He would like to see the Town take some kind of positive action and show some good faith to the small business community on this side of Commercial Boulevard. This really was a financial burden on Paul. Town Attorney Trevarthen said that the PILOP program was not in front of them for approval but the Board could certainly convey their opinion on this topic to the Town Commission. There was a section in the code that addressed suspension of the payment for the parking spaces when the business was closed or vacant for a period greater than 90 days. That did not accomplish what Board Member Dillistin was talking about. This should be discussed by the Board and if in agreement, this could be a second motion conveyed to the Town Commission. The first motion should be on the site plan modification.

Board Member Dillistin made a motion to recommend approval to the Town Commission of the Level 2 Site Plan Modification. The motion was seconded by Board Member Omana. The motion carried 5-0.

Vice Chair Buerosse asked for board discussion regarding parking. She said that they would like to suggest that the Town Commission consider waiving the parking fees. Town Attorney Trevarthen explained the condition in the Code regarding PILOP. This was common in areas where there was not enough parking or was hard to add more parking. She explained the idea of the program in Lauderdale-By-The-Sea but clarified that there were other municipalities that had programs like this. Board Member Sylvester asked how much did PILOP cost. The Town Attorney explained that it was laddered. Acting Development Services Director Campbell explained the pricing as $5,000 each for the first two spaces and then each additional parking space on the first floor was $20,000. She answered the Vice Chair that Paul had to purchase two at $5,000 each. The parking spaces stay with the building and not the business. If DelacaSeas moved, those two spaces remain with the building. The Town Attorney reminded the Board that the Town's cost to provide parking spaces was a significant number. Discussion ensued and Vice Chair Buerosse felt that maybe the parking fee in the middle of this pandemic should be waived and Board Member Dillistin was in favor. Board Member Sylvester felt that since DelacaSeas was an existing, established business, we should consider waiving it. Board Member Piersante felt that Paul should be helped out and Board Member Omana was also in agreement. The consensus was unanimous to waive this fee.

Board Member Dillistin made a motion that the Planning and Zoning Board recommended that the Town Commission find a Town source to cover the cost of PILOP parking spaces for

businesses west of A1A through December 31, 2021. The motion was seconded by Board Member Piersante. The motion carried 5-0.

b. Ordinance 2021-10

An Ordinance of the Town of Lauderdale-By-The-Sea, Florida, amending Chapter 30 "Unified Land Development Regulations", Section 30-11, "Definitions" to define "Tobacco Paraphernalia Stores"; amending subdivisions L and M, B-1-A and B-1 District regulations, to change the lists of permitted and conditional uses and create supplemental regulations; creating Section 30-281 to provide for amortization of existing tobacco paraphernalia stores in the B-1 zoning districts; providing for codification, severability, conflicts, and for an effective date.

Acting Development Services Director Campbell said that they received a request today from an affected party of this ordinance, one of the tobacco shops. As today was the start of Yom Kippur, they asked to defer this. So what the Board was going to do today was to cover all the other sections of this ordinance except for the sections pertaining to tobacco. The ordinance would then be brought back to the next Planning and Zoning Meeting. Town Attorney Trevarthen explained that Yom Kippur started at sundown and both the business owner and the representative celebrate this holiday. Acting Development Services Director Campbell explained to Board Member Dillistin that they would cover all the other sections of the ordinance tonight but not tobacco.

Acting Development Services Director Campbell stated that Staff prepared this ordinance to incorporate the Commission's request to eliminate Smoke Shops as permitted use. However, as stated previously, we would vote on the ordinance at the next P&Z Meeting. Tonight we were looking at the B-1-A and B-1 commercial zoning districts to ensure that the regulations reflect changed conditions in the Town and the current preferences of the Town Commission and community. The proposed changes were reviewed by the Interim Town Manager and the Town Attorney where applicable. In the Staff Memo, in Table 1, there was a summary of the proposed changes/amendments. Items 1 and 2 (dealing with tobacco) would not be discussed this evening. Items 3 through 7 were in regard to the B-1-A zoning district. She went over the permitted uses that would be eliminated in the B-1-A zoning district as Staff felt they were not conducive to that area and also explained what permitted uses were added. Board Member Dillistin asked about large box party supply stores elimination as it was in his "search terms" for his business and Town Attorney Trevarthen said that this was Staff's recommendations being presented for the Board's input. Acting Development Services Director Campbell explained that a written report to the Town Commission was an added requirement when similar uses were approved for either permitted or conditional uses. It also established criteria for the operation of a massage therapy business. Items 8 through 10 were in regard to the B-1 zoning district. She went over what was added and eliminated as permitted uses. Staff clarified music stores for permitted use and referred to supplemental regulations for massage therapists. Acting Development Services Director Campbell went over what was eliminated from conditional use. She said that supplemental regulations were added to pet stores as a conditional use and to massage therapy as a permitted use. There was a pet store in the B-1 zoning district that would be allowed to remain under its existing conditional use regulations unless it ceased to operate for more than sixty days or if the conditional use order was revoked.

Town Attorney Trevarthen explained that as a courtesy to the person who called in, we explained that we would not vote on this tonight and the ordinance would come back next time. She said that we were open to any questions/discussions tonight but not on what pertained to tobacco. Vice Chair Buerosse called for public comments.

Barbara Cole, resident**,** spoke about 2010 when this discussion happened. The Town Manager was supposed to come before there was an approval. So if this re-enforced it that would be great. Her confusion was if this was supposed to get rid of paraphernalia and gave them time to do so, it did not jive with the explanation of an existing doggie store that would be grandfathered in for as long as they want. She was looking for a legal opinion. She also did not understand why pet stores were allowed but not party stores. There were no other requests to speak from the public and the Vice Chair called for board discussion.

Town Attorney Trevarthen said that they received direction from the Commission expressing concern that some of the uses of the paraphernalia were broad and less predictable as to what was coming in. This ordinance was a response to that request but the Board could agree to it or not as they seem fit. Board Member Sylvester felt that this was too broad because there were some specialty markets (like specialty vinegar stores) that would be cool to have downtown. She felt that the definition of specialty shops should be tightened up. Town Attorney Trevarthen explained that if this ordinance was to pass as proposed, it was ultimately up to the Commission. Remember that in 2012, changes were made to add uses to this list and now in 2021, we were again looking at this list and making changes. Board Member Dillistin asked if a specialty store like Artisan Honey wanted to come in, would we not allow this specialty store in Town. Vice Chair Buerosse spoke about a list of prohibited uses in one zoning area and a list of allowable uses in another. Town Attorney Trevarthen directed to page two of the memo, whereby the code addressed this issue in Section 30-154 ((b) *Other prohibited uses*. Except as provided in any applicable zoning district regulations, any use not specifically identified as a permitted, conditional, accessory, or temporary use within a zoning district is prohibited in that zoning district.) So if the business was not listed or identified, then they would have to make a case to see if they were similar and the last alternative would be changing the ordinance. If not, that business would not be allowed in Town. Vice Chair Buerosse wanted to know why we would grandfather in a pet store and not a paraphernalia store. Town Attorney Trevarthen explained about the Commission's request and reminded that we told the affected party that we would not discuss anything to do with tobacco tonight.

Barbara Cole, resident**,** was granted more time to speak. She said that from what Christina said, almost anything was allowed in a residential area. She was wondering how long it would take before we were told that almost anything would be allowed in the business area. Town Attorney Trevarthen said that the Florida Constitution very specifically provided for home rule of local government. Over the past several years, it has been a steady crescendo of preemption after preemption. In the areas we have our home rule, we were making the best decisions to protect our community. Then there were things that we no longer have control over. Vice Chair Buerosse said that we mandate things for massage parlors in the business district but not in the residential district. Town Attorney Trevarthen explained how we could enforce performance standards when a business in a residential area became too intrusive. Board Member Sylvester asked about Item 3 in Table 1 (showing what businesses were eliminated as a permitted use in B-1-A) and wanted to know if some of them could be conditional. Acting Development Services Director Campbell said that a suggestion from the Board could be made on that. If Board Member Sylvester wanted, she could bring this up at the next meeting when the ordinance would be brought back. Town Attorney Trevarthen answered her other question that just one line now addresses music stores. Board Member Dillistin said that there would not be a thrift store in our Town and Town Attorney Trevarthen said yes but we could have consignment stores. Acting Development Services Director Campbell answered the Vice Chair that staff made the list of suggestions of stores/uses.

Town Attorney Trevarthen further answered that there was a planning consultant in 2012 who was asked to do a study and a lot of uses were added at that time. Town Attorney Trevarthen said that it was in the power of the Planning and Zoning Board to say not to change a particular use at all or if a use was proposed to be removed, you could recommend it become conditional. Board Member Sylvester suggested for discussion at the next meeting that market and party supply stores be taken from the eliminated list and added to a conditional list. Town Attorney Trevarthen said this would be discussed at the next P&Z Meeting.

6. OLD BUSINESS N/A

7. UPDATES/BOARD MEMBER COMMENT N/A

8. ADJOURNMENT

Board Member Dillistin made a motion to adjourn at approximately 7:03PM. The motion was seconded by Board Member Sylvester. The motion carried 5-0.

_____
Vice Chair Christina Buerosse

ATTEST: Date Accepted: _____

Acting Development Services Director Jhanelle Campbell

NON APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
LIVE STREAMED FROM JARVIS HALL
Wednesday, October 6, 2021

1. CALL TO ORDER

Chair David Chanon called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:00PM.

ROLL CALL

Planner Susan Levin called the roll and members present were Chair David Chanon, Alan Bluestein, Ron Piersante, Charles Wayne Dillistin, 1st Alternate Patricia Omana, and 2nd Alternate Karen Sylvester. The absentee member was Vice Chair Christina Buerosse. Also present were Interim Town Manager Linda Connors, Town Attorney James White, Acting Development Services Director Jhanelle Campbell, Planner Susan Levin and Town Consultant Megan Small.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

3. APPROVAL OF MINUTES

a. Planning & Zoning (P&Z) Meeting Minutes – June 2, 2021-AMENDED

Board Member Piersante made a motion to approve the minutes of the amended P&Z regular meeting of June 2, 2021. The motion was seconded by Board Member Sylvester. The motion carried 5-0.

b. Planning & Zoning (P&Z) Meeting Minutes – September 15, 2021

Board Member Piersante made a motion to approve the minutes of the P&Z regular meeting of September 15, 2021 as presented. The motion was seconded by Board Member Omana. The motion carried 5-0.

4. PUBLIC COMMENTS

Barbara Cole, resident**,** clarified that what she said at the last Planning and Zoning Board Meeting was incorrect because she thought that the 2nd reading for 4112 El Mar Drive was going to be on September 28, 2021 but in actuality, it would probably be on October 12, 2021. She urged the board members to send their public comments in representing themselves and not representing the Board in order to clarify why their vote on September 1, 2021 for grandfathering was different than their vote on July 7th when it was voted to let the single-family home go forward. For the record, there were no other public comments at this time.

5. NEW BUSINESS

6. OLD BUSINESS

a. Ordinance 2021-10

An Ordinance of the Town of Lauderdale-By-The-Sea, Florida, amending Chapter 30 "Unified Land Development Regulations", Section 30-11, "Definitions" to define "Tobacco Paraphernalia Stores"; amending subdivisions L and M, B-1-A and B-1 District regulations, to change the lists of permitted and conditional uses and create supplemental regulations;

creating Section 30-281 to provide for amortization of existing tobacco paraphernalia stores in the B-1 zoning districts; providing for codification, severability, conflicts, and for an effective date.

Town Attorney Jeffrey White read the agenda item's title for Ordinance 2021-10 into the record. Acting Development Services Director Jhanelle Campbell said that she would do a recap of what transpired for this agenda item from the September 15, 2021 P&Z Meeting. She started by giving the background stating that the proposed ordinance addressed issues raised at the April 27, 2021 Town Commission Meeting. The conversations stemmed from the approval of a specialty shop which sold tobacco paraphernalia. The Town Commission directed Staff to review the list of permitted uses in the B-1 and B-1-A districts and to recommend an amendment to specifically eliminate smoke shops as a permitted use. Staff reviewed the entire section of the Code to ensure the regulations reflected the current conditions of the Town and current preferences of the community. She informed that on page 16 of the board packet and also on the screen were the list of proposed amendments. As she was going through the list, she was asked if this was about a cigar shop and she answered it was not. Ms. Campbell further answered that there were two shops in Lauderdale-By-The-Sea that currently sold tobacco paraphernalia as currently defined in this proposed ordinance and it also defined tobacco paraphernalia store. This also established a list of uses in the B-1-A zoning district that were proposed to be eliminated and what was being added to this zoning district. It clarified music store and added supplemental regulations for message therapist. A requirement was added calling for a written report to the Commission by the Town Manager when similar uses were approved as permitted or conditional uses. She explained that food and other pet supplies would be allowed but not the selling of live animals in stores coming into Town after the adoption of the proposed ordinance.

In the B-1 zoning district, cigar stores were restored. Tobacco paraphernalia in a cigar store could not exceed 5% of inventory. Mr. Bluestein spoke about gun stores and was told that anything not listed as permitted were not allowed in the zoning district. She answered Mr. Dillistin this has always been the rule. She explained what else was added as well as what was eliminated for permitted use in this zoning district and clarified music store and regulations for message therapists. She also explained what was added and eliminated as conditional use in this zoning district. It added supplemental regulations for pet store as a conditional use and supplemental regulations for message therapist as permitted use.

Acting Development Services Director Campbell further stated that tobacco paraphernalia stores, if this ordinance was adopted, that exist in the Town now, would have to cease operations in the Town within a year of adoption with the ability to seek an extension. From the last meeting, Board Member Sylvester suggested moving market and party supply stores to a conditional use and Ms. Campbell and Mr. White explained why Staff was not in favor of that. She then asked that in a specialty shop, if someone wanted to sell scarves, would that be allowed. She was told that there were clothing stores. Then when she asked about selling honey, she was told that there were grocery stores and fruit/produce stores. Chair Chanon asked why Staff was proposing to eliminate market, party supply and sundry stores and Ms. Campbell explained that they were duplicative in nature to other stores already allowed and Mr. White explained further. Board Member Dillistin asked why number 5 in the proposed list was being changed because it was previously set up in 2009. Town Attorney White said it was not being changed as it was already there but added a provision for the Town Manger to put in writing a determination that was made to help preserve, in a historical nature, decision making for both Staff and the Town Commission. For clarity, lines 197-207 in the proposed ordinance were discussed. Under paraphernalia, Mr. Dillistin wanted to know where Kratom type stuff came in and also can we take out 5% of tobacco paraphernalia inventory in a cigar store. He was told that Kratom would not fall under

paraphernalia. He further stated that he heard people did not want any type of paraphernalia sold and giving a percentage allowed paraphernalia in Town. Town Attorney White said 5% was a starting point that could be moved up or down. Board Member Dillistin felt that any percentage would be hard for the Town to control and this Board was just a recommending body. Town Attorney White explained that even though he was a board member, he had the right to go in front of the Town Commission as a resident and state his opinion. Also, the Board could have a spokesperson state on the record at a Town Commission Meeting when this was being considered, the board's recommendations and reasons. The chair called for public comments.

Barbara Cole, resident, said that for years we tried to bring west of A1A up to A1A standards. She felt that the Town Manager or designee should consult with the Town Commission on any proposal regarding similar uses, prior to authorizing the use as similar to any such usage in the B-1-A zoning district. As this was what happened, the Town Commission was informed after the fact about two smoke shops and one head shop who was coming in to the west side of A1A. It was known for years what we tried to bring in, and the Commission needed to be informed before anything was accepted. Item #5 on the Table for Proposed Amendments did not state informing the Commission prior to acceptance. Her other problem was the extension for the head shop (not knowing what else to call it). There was a Doggie Shop that was given an extension until they decided to go out of business to stop selling dogs. Compared to tobacco paraphernalia stores that only have one year to cease business, she wanted to know if we could retroactively do this to the Doggie Shop.

Adam Steinberg, attorney, said that he represented Grateful J's and its owner, Jay Work, who was here this evening. His landlord, Robert, was also in attendance. First order of business was to thank the Town for the suspension of this ordinance at the last meeting together with their quick replies, because it was the start of Yom Kippur. He started by explaining what Grateful J's was. This "mom and pop" business was around since 1995. Jay and Robert understood that some people did not like what he sold. Attorney Steinberg looked up on the internet how cigars could be utilized as a "blunt". Also, some gas stations sold the same products as Grateful J's sold plus other products that his client would not sell. His client was a good man involved in local charities and he did not want to ruin L-B-T-S. He was hoping to figure out a conciliatory way to have him continue to operate. He opened five months ago in L-B-T-S and spent in hard costs and personal time six figures in money. He was losing between $3,000 and $4,000 a month until this new business becomes profitable. A one year amortization would not work as that store would not be profitable. He has six other stores and never got into any trouble with any of them. It would take about four years to become profitable. He suggested grandfathering Grateful J's in. He did not know how not grandfathering would service the public because your residents would now have to go to a gas station to buy instead of in a nice, clean store. Two stores in Town did not make a proliferation of these types of stores. Just talk to him about concerns and they would try to work it out. Give his client a chance to be a good neighbor. The chair called for board questions.

Board Member Bluestein asked if the Town was aware of what type of store Jay was opening. Attorney Steinberg said the Town was fully aware and there had not been any indication of increased crime in the area. Also, it was safer to smoke out of a water pipe than to smoke cigarettes. Board Member Sylvester asked why Grateful J's wanted to come into L-B-T-S. From his understanding, this is a lovely Town with business opportunities. It was a great location. Board Member Piersante wanted to know why he located across the street from the same type of store which was bigger. We were a small Town. The only thought Mr. Piersante had was the owner was hoping for the tourists to arrive and the attorney said that was what an owner did. He answered Mr. Piersante that Jay never had problems with his other stores and he did not sell anything illegal. The Town had to let him know that he was not wanted here instead of welcoming

him. Even though he was losing money to start this business, he now had to also pay him for representation tonight.

Ken Brenner, resident, said this was a small Town. In 2010, the Commission was trying to come up with an ordinance that was restrictive in its nature regarding medical marijuana and to sure up that this type of business would not come in. They were trying to maintain a quality of life, integrity, and a vision as residents wanted to see in our Town. There was no problem with the business model but they did not want this type of business in their Town. There needed to be in place something that would let Staff know to bring certain types of businesses before the Town Commission before they would be allowed to open a store and residents could speak up about this. Chair Chanon agreed with Mr. Brenner's comments and Ms. Cole's comments. He asked Staff if the language today in the proposed ordinance plus a modification in #5 accomplished what Mr. Brenner referenced.

Town Attorney White asked the Board to look at Staff's memo in their packet and the historical footnote regarding medical marijuana. Board Member Sylvester asked if the Town Manager or designee consulted with the Town Commission prior to this being brought forward. Chair Chanon said that it was deemed a specialty shop which was allowed in 2009 and this type of store fell under that. Now we were eliminating tobacco paraphernalia in this ordinance. Acting Development Services Director Campbell answered Board Member Sylvester that the Town Commission was not notified in advance that this store was opening as it opened under specialty shop which was a permitted use. It was reported after the fact.

Board Member Dillistin said that this had nothing to do with Grateful J's or this Board. He felt that the Town messed this up and they needed to fix it. He just wanted the Town Commission to understand that we needed things in place so that this would not happen again. The residents did not want these types of shops in Town. Board Member Dillistin also felt that any store should not carry tobacco paraphernalia. It should be 0% and not 5% of inventory. He cited roll paper being sold in gas stations. Board Member Sylvester felt that no business owner should be in a position like the owner of Grateful J's. Town Attorney White explained again that the Town Commission wanted something with options that would address concerns voiced by the community, residents, business centers, public, etc. He informed the Board that they could vote on the different components in order to make their recommendation to the Town Commission. Chair Chanon asked about amortization and Town Attorney White said that was part of the proposed ordinance that we were asked to make recommendations on. Chair Chanon felt that he did not have enough facts about amortization and felt certain that they would end up in litigation with a business that we welcomed. He wanted to prohibit businesses that we did not want. We need to fix this as it related to Code to prohibit uses that we did not want going forward. He did not feel that he could make a decision as to how this affected the two existing businesses in Town, one being Grateful J's and the other Hollywood Tobacco was in L-B-T-S since 2020. Board Member Sylvester reminded that the puppy store was also a business that would be affected. Why grandfather one, Hollywood Tobacco, and not Grateful J's. Board Member Omana also felt that you could not grandfather one business and not the other two or two businesses and not the third. Board Member Bluestein also voiced that this should be consistent.

Chair Chanon spoke about Grateful J's marketing and non-conforming signage. We need to enforce our signage criteria and eliminate a lot of the window stickers and other things not allowed per Code. He did not support amortization and we did welcome them in. However, a solution must be figured out amicably. Enforcing signage criteria would clean up the Town. Acting Development Services Director Campbell said that the wall signage was applied for and approved. The window signage needed to be addressed. However, during COVID, we relaxed

our enforcement of sign violations. The Town started reviewing all of them to get everyone back into compliance. Several businesses have signage that was currently not permitted and were in the process of being rectified. Chair Chanon wanted to know if they could make a decision on what they have enough information on without making a decision on what they did not have enough facts about (e.g., the treatment of the two or three businesses we just talked about). Board Member Sylvester wanted to add somewhere on lines 202 to 206ish in the proposed ordinance language something like that the Town Manager to use judgment when a business may or may not fall within the approved items and that it may or may not fit within the intent of the written document to bring it forward to the Town Commission. Chair Chanon said that this happened because specialty shops were allowed but we were eliminating them now. Town Attorney White spoke about the specialty shop definition. Broad definitions were a problem and this was about being more specific. Board Member Dillistin said anything could have fallen under specialty shop. Chair Chanon said that was what happened and that was why specialty shop was being eliminated.

Board Member Bluestein wanted to know when someone made an application, was it just the name of the store or did they put down what the store did. Acting Development Services Director Campbell answered that they did write down what they were intending to sell. Town Attorney White explained the process when someone came into Town wanting to open a business. He spoke about the Business Tax Receipt (BTR) and licensing. As part of that review, they would make an application triggering a zoning review to make sure it was permitted as a permitted use. Board Member Bluestein asked what description Grateful J's gave and was told gifts, smoking accessories, clothing, beachwear, candles, and incense. Chair Chanon would like to bifurcate and have the language proposed by Staff and then separately decide whether or not we felt equipped to specifically address amortization and other ways of dealing with the affected, three businesses. They brought the Table of Proposed Amendments back on the screen so they could start one by one. Board Member Sylvester thought going down to 0% paraphernalia would be difficult because gift stores and gas stations sell paraphernalia also.

Chair Chanon asked if there was a consensus as to leaving a percentage in or to abort having any percentage of tobacco paraphernalia. It was decided to follow the order of the Table of Proposed Amendments starting with definitions (items #1 and #2).

#1. Define Tobacco Paraphernalia

Board Member Dillistin made a motion to approve tobacco paraphernalia as written and proposed by Staff.

Before there was a second, **Ken Brenner**, resident, commented about a checklist that was more restrictive to let the Town know ahead of time before there was a problem. We need to know if this business had other locations and what was sold in each, including L-B-T-S. Before Staff blankly gives a BTR, let the Commission weigh in prior to this process. We were a small Town and more checks and balances were important. Board Member Sylvester understood why the application was approved now because candles, incense, etc. were listed for Grateful J's. We needed to know what percentage were for candles, incense, etc. versus smoking accessories.

Board Member Bluestein asked what the Town's opinion was before Grateful J's opened and Board Member Dillistin felt that they did not want head shops and smoke shops. Acting Development Services Director Campbell reminded that the two stores were approved as specialty shops. She directed the Board to go back to the Staff Report in the backup material. Interim Town Manager Linda Connors said that at the 2009 meeting, the Town Commission was to eliminate some language that would prohibit certain smoke shops. The ordinance that came

out of that 2009 meeting, deleted language that would have allowed this but they did not add language that would give somebody in 2020 (even in 2010 or 2011) the knowledge that the language had been eliminated. Usually when ordinances were written, you eliminate something and then put in some type of definition. So we would have had the definition of specialty shop. It was added but with no definition of specialty shop which could have shown what could be sold and what could not be sold in specialty shops. That would have given Staff the ability to look in the Code and know what could be classified as specialty shops. That was why we were proposing to eliminate the definition of specialty shop and proposing to add definitions so that Staff could follow the Code very easily. If our present Staff was not here in 2009, they would not know what was eliminated from the Code. An ordinance established rules and regulations for the Town while giving Staff the direction on how to move forward. The problem in the ordinance was the use of specialty shop because the use of specialty shop without a definition was a very broad definition. Without a clear definition, it was very hard to talk to an owner who had a passion for their business and was so excited about opening their business. That is what happened. Going forward, once you have one use that was approved, then the next use could be approved also. Our Legal staff and Development Services staff looked very hard to eliminate those loopholes and the first loophole to eliminate was specialty shop without a definition. This category was really too broad. The other thing done was to add definitions so we know exactly what a store was. That was also why we were proposing the definition of tobacco paraphernalia. A cigar store would now be different than a tobacco shop. Hopefully, the definition would help clarify. She also understood that 5% inventory was problematic to some. Staff was tasked to work with businesses as much as they could. Actions that you take for one business could possibly affect all businesses. If you wanted to bring a business to the Town Commission for their approval, it would add time to the review of applications. This had to be timely and moving because business owners were investing money in the Town. The longer it took to open a business the more money was spent and the more difficult it would be to open that business. Right now the ordinance stated that the Town Manager would confer with the Town Commission (could be through phone calls and not just at a Commission Meeting) but the Town Manager could not be a go between.

Barbara Cole, resident, said Grateful J's application did not state tobacco paraphernalia. Anyone who was here around 2009 knew the effort being put in to the west side and what we wanted to bring. She would like the members of this Board to state in front of the Town Commission about adding in the extra step for every business coming in. If it slowed the process down by two weeks, so be it. We need to stop what was happening now. These stores have shown that. We just had the manager of the Blue Moon talk about bringing in water taxis and bringing up the west side and now we were going to have two or three stores that were not what we wanted over there.

Attorney Adam Steinberg, on behalf of Grateful J's, said that he appreciated the comments. Ms. Cole stated that on the application it stated tobacco accessories but we all know that meant tobacco paraphernalia. The business owner asked the Town about opening a smoke shop and was told that was fine. He did not sneak his way into this Town. People looking out for public health and welfare traveled to his store. He mentioned a list of diseases/disabilities that people have who come to the store to buy what was offered. Now you were going to tell them they could not buy here anymore. He said that the Town Manager said they were doing this ordinance to govern behavior going forward. He hoped that the Board would consider grandfathering in the existing, affected businesses. He knew that Grateful J's wall signage was compliant but if the window signage was not, his client would take it down. As there was no further public comments, it was closed.

Chair Chanon went back to the Table of Proposed Amendments starting with definitions (items #1 and #2).

Definitions
#1. Define Tobacco Paraphernalia
Consensus was 5–0 for tobacco paraphilia definition as drafted. *(Passed)*

#2. Define Tobacco Paraphernalia Store
Board Discussion: Wayne Dillistin was against 5% tobacco paraphernalia inventory
Ron Piersante was for 5% tobacco paraphernalia inventory
Karen Sylvester was for 5% tobacco paraphernalia inventory
Alan Bluestein was for 2% tobacco paraphernalia inventory
Consensus was 4-1 (Wayne Dillistin opposed – he wanted 0%) for 5% inventory as drafted. *(Passed)*

B-1-A
#3. Eliminate Uses From Permitted Uses: beauty schools, dental laboratory, market, party supply store, specialty shop, sundries store, trade/business school
Consensus was 5–0 as drafted. *(Passed)*

#4. Changes To Permitted Uses: adds medical/dental office, clarifies music store, refers to supplemental regulations for massage therapist.
Consensus was 5–0 as drafted. *(Passed)*

#5. Required Written Report To Commission When Similar Uses Are Approved As Permitted Or Conditional Uses
Board Discussion: Karen Sylvester asked to add an "and" at the end of the statements to show that all three had to be from lines 199 to 207 in the proposed ordinance; add the word *and* plus a *semicolon* at the end of points 1 and 2.
Consensus was 5–0 as amended to include the word **and** plus a **semicolon** at the end of points 1 and 2. *(Passed)*

#6. Eliminates conditional uses: car wash/outdoor hand wash, pet store
Board Discussion: Karen Sylvester wanted to know why pet stores were being eliminated. Interim Town Manager Connors explained about the long history in packed Commission meetings about the treatment of dogs in kennels, pet stores. The Town was just eliminating live animals but still having pet supply stores. Ms. Sylvester saw a large, profitable pet store in the Downtown and Town Attorney White said they would be allowed as a conditional use (they have conditions). Interim Town Manager Connors clarified that store would remain. They have been here a very long time. Just not adding additional stores in Town. Ms. Sylvester recommended that they be treated the same as the paraphernalia stores. Chair Chanon felt this was fair. Interim Town Manager Connors explained that the paraphernalia stores were being treated differently from the pet store because it was established and doing business in Town 10 or 11 years and the paraphernalia stores have been here for a much shorter time. Chair Chanon was not in favor of pet stores but it was a big draw. Board Member Piersante reminded about puppy mills and that the pet store here complies with every condition. Board Member Sylvester wanted to know why we could not have others comply with conditions. Town Attorney White spoke about the problem of selling dogs and cats. Interim Town Manager Connors said that this recommendation was to not allow any more pet stores but to allow the one here about eleven years. Based on history, Chair Chanon was in favor and called for consensus.
Consensus was 3-2 (Karen Sylvester and Alan Bluestein opposed) as drafted. *(Passed)*

#7. Adds supplemental regulations for massage therapists
Consensus was 5–0 as drafted. *(Passed)*

Board Member Alan Bluestein left the room and the remaining board members discussed that they had no issues with the way number 8, number 9, and number 10 were drafted. Upon Mr. Bluestein's return, he was informed about this discussion and he said that he also did not have any issues. They unanimously agreed to vote on the remaining three items.

B-1

#8. Adds the following permitted uses: cigar store, medical/dental office
Eliminates the following uses from permitted uses: beauty schools, market, party supply store, specialty shop, sundries store, trade/business school.
Makes the following changes to permitted uses: clarifies music store, refers to supplemental regulations for massage therapist.

Consensus was 5–0 as drafted. *(Passed)*

#9. Eliminates from conditional uses: call center, car wash/outdoor hand wash

Consensus was 5–0 as drafted. *(Passed)*

#10. Adds supplemental regulations to pet store as a conditional use.
Adds supplemental regulations to massage therapist as a permitted use.

Consensus was 5–0 as drafted. *(Passed)*

Chair Chanon said it was ambitious to tackle the tobacco stores that were in Town now that would not comply with new Code once this was adopted. He felt woefully unprepared to say whether they would go through amortization or otherwise. He would like to personally understand the legal basis. In case there was forthcoming litigation, he wanted to understand generally what we would be liable for. We also said there needed to be a focus on enforcing signage criteria. Board Member Sylvester thought Grateful J's went through the proper procedures, got the proper approvals, and we should grandfather them as suggested for the pet store. If the public did not want them there, they should not frequent them. Board Member Dillistin felt that it should remain the way it was and let the Commission determine what was appropriate, as it stated. He did not have enough knowledge to state what was right and what was wrong. They made the mistake and let them fix it. It had nothing to do with this Board. Board Member Dillistin, Board Member Sylvester and Chair Chanon agreed that this was not a P&Z issue. The chair felt that the Town needed to establish a business approach to handle the problem of eliminating the store. Discussion ensued and Town Attorney White pointed out the language in the proposed ordinance starting on line 654 (Amortization of tobacco paraphernalia stores in B-1 zoning districts).

Town Attorney White spoke about such items as local government regulations, no longer permitting a certain use, grandfathering, etc. He explained that amortization was a valid and legal regulation if you wanted to no longer allow a certain type of business. He said you should allow them to stay a certain period of time (amortization period) for them to recoup their economic investment. This window of time varies. It provided for procedure that if they need an extension of time, they come to Town and avail themselves of that. If the Board was interested in amortization, then they could continue this conversation. Chair Chanon wanted to know why this had to be part of the Code. If that was case law and the process, why did it need to be in the Code and Town Attorney White stated that you need to codify the process and announce to the world that you were going to do this. The chair said it sounded like there was clear precedent case law on how this would be dictated. He did not want to take any tools off the table for the Town Commission and he wanted them to decide how best to handle this. Interim Town Manager Connors asked if he did not want to make a recommendation but would rather leave that to the Town Commission. She explained the three options (1) you wanted amortization in there, (2) you did not want to amortize, and (3) you did not want to make a decision about it.

Board Member Sylvester said that in her personal opinion, if she were a mediator who saw a business was approved and then five months later wanted them amortized out, she did not think the Town would win. Board Member Dillistin said we could not do this if it was not in the Code and Interim Town Manager Connors said they would have to do it if it were in the Code. Town Attorney White said that we defined a paraphernalia store and if that definition was approved, it defined what this business was. The second part would be if you allow them to stay in nonconformity use. Interim Town Manager Connors explained that one of the regulations for nonconformity use was you could not expand your use. You could only keep the size you have. Board Member Piersante asked if the Town counted on this Board to make a recommendation. Chair Chanon answered that he wanted to approve what the Board voted on in terms of the changes and vote no for amortization because he did not have enough facts on hand. He needed to understand why the application showed tobacco accessories which was probably 90% of revenue for the business and listed so many other things like souvenirs, clothing and candles as if they were the same percentage. All those things needed to be taken into consideration and then a decision made from a business standpoint We did not have the information at hand to decide if we wanted to amortize, cut them a check, or grandfather them in. We did approve the changes tonight but would eliminate amortization for now. Board Member Sylvester said this was hindsight and if business owners and approvers had the information we had today, it probably would not be good. We did not want to encourage more business owners that we welcomed and let them spend time and then out with them. That was not right. She questioned why business owners would invest in our community if we did that to them. She was also not in favor of amortization. Board Member Dillistin said he heard from many people and he would have to go for amortization to be used as a tool. Board Member Alan Bluestein was not for amortization and Board Member Piersante was for including amortization here. Therefore, the consensus was 3-2 for not in favor of including amortization in the proposed ordinance.

> Board Member Sylvester made a motion to recommend to the Town Commission (1) approval of the drafted language with the Board's recommendation in the Table of Proposed Changes and (2) elimination of the amortization section in the proposed ordinance. The motion was seconded by Chair Chanon. The motion carried by roll call vote 3-2 (Board Member Piersante and Board Member Dillistin opposed).

7. UPDATES/BOARD MEMBER COMMENT N/A

8. ADJOURNMENT

Board Member Piersante made a motion to adjourn at approximately 8:21PM. The motion was seconded by Board Member Bluestein. The motion carried 5-0.

_____
Chair David Chanon

ATTEST: Date Accepted: _____

Acting Development Services Director Jhanelle Campbell

the Town's election dates to match federal and state dates would reduce the cost. Town Attorney Susan Trevarthen pointed out, however, that some of the largest increases were to cities that match these dates.

Mayor Vincent requested additional information on the issue of smoke shops, which was raised under Public Comment. Interim Town Manager Connors replied that there are three such shops in the Town; Code is not clear regarding a prohibition on these businesses. Staff recommends either implementing a distance requirement between businesses or a prohibition on these shops that would be enforceable under Code.

Mayor Vincent recalled that when Ordinance 2010-15 was passed, there were discussions of several "specialty shops" the Commission did not want to proliferate within the Town. While these are not included in the Town's permitted uses, some of these businesses sell products outside their individual classifications. He recommended revisiting the Ordinance to include a number of uses the Town does not want to permit in the future rather than creating a distance requirement between them.

Town Attorney Trevarthen advised that the Town may create definitions or write prohibitions into the B zoning district that would make it clear these are not permitted uses, or they may establish a conditional use process in which certain businesses must come before the Commission and meet specific criteria for approval. Creating a distance requirement is another policy option.

Town Attorney Trevarthen continued that some uses are complex, with Constitutional protections. These would need to be examined one by one. She concluded that in 2010, B uses were opened because there were relatively few that were permitted Downtown. It may be a good time to revisit these and ensure that they reflect the Commission's current wishes for the Town.

Commissioner Strauss requested clarification of the process for businesses not listed as permitted uses, asking if this should include Commission review on a case-by-case basis in the future. Town Attorney Trevarthen replied that this was addressed under Ordinance 2010-15: if a use does not fall within any of the listed uses, the Town Manager reviews the use and consults with the Town Commission. This process may be further modified if the Commission wishes.

Town Attorney Trevarthen further clarified that "specialty shop" is not a specifically defined term, which leaves it open to interpretation. In the case of the subject business, Staff concurred that it would reasonably fall into the category of a specialty shop unless

Code is amended for greater clarity. If Code is amended, the Commission would be asked to determine if a use brought before them qualifies as a permitted use. Permission of one such business would open the door to other similar establishments that might wish to move into the Town.

Commissioner Strauss asked if an Ordinance could be crafted in a way to allow the Commission to review each business on an ad hoc basis. While this would create more work for the Commission, he felt the amount of work would not be inordinate and they would be asked to make decisions on whether uses are or are not acceptable.

Commissioner Sokolow asked if the Town could prohibit certain uses, such as smoke shops, going forward, although there are currently three of these businesses that would be grandfathered in under Code. Town Attorney Trevarthen stated that she would look into this possibility and bring a recommendation back to the Commission.

Commissioner Sokolow also asked if the sale of one of these businesses to a new owner would be permitted. Town Attorney Trevarthen replied that change of ownership typically does not affect use status; however, she would review options for this as well.

It was clarified that Staff would work with Town Attorney Trevarthen to investigate the possibility of a prohibition on smoke shops and arrive at the best alternative. They will also look into other options, such as requiring conditional use or Commission review for specialty shops.

Interim Town Manager Connors continued the Town Manager Report, noting that the Town's vendor list has been updated on its website. It will be regularly updated into the future. Inactive vendors are removed from the list over time. Town Attorney Trevarthen explained that the Broward County Code of Ethics includes special rules related to vendors or contractors which restrict contact between these entities and elected officials.

Interim Town Manager Connors announced that them Town has a new employee, Frederick Murray who started on April 16th and will be working with the Buildings and Public Lands Division of Public Works.

Interim Town Manager Connors continued that new shutters and windows have been installed in Town facilities, generators are on order, and fuel tank installation is underway. Work on the Town Hall roof is on tonight's Agenda. Extra staffing from the Broward Sheriff's Office (BSO) in the Downtown area is expected to conclude after Mother's Day on May 9, 2021.

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Tedra Allen, Town Clerk
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-55 - A RESOLUTION OF THE TOWN OF LAUDERDALE -BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROAWRD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Explanation: The Supervisor of Elections ("SOE") is requesting to use Jarvis Hall as a polling place for the following 2022 Elections:

Municipal Election	March 8, 2022
Primary Election	August 23, 2022
General Election	November 8, 2022

The SOE has provided an agreement (**Exhibit 1**) which would authorize them to select, train, and work directly with the Poll Workers for the LBTS Municipal Election being held on Tuesday March 8, 2022.

The SOE estimated the election cost for the March 8, 2022 municipal election at $12,800 **(Exhibit 2).** These costs were based on actual costs from the March 2018 Municipal Election, at $2.27 per registered voter. The Town included these funds in their FY22 budget. The SOE's office amended their estimate to $15,700 or $2.79 per registered voter, to reflect the costs from the more recent March 2021 Municipal Election costs. The revised estimate, $15,700 (**Exhibit 3)**. The proposed agreement includes this new estimate. The Staff will bring back a budget amendment for Commission approval to cover the overage.

Recommendation: Adopt Resolution 2021-55 **(Exhibit 4)** approving an agreement with the Supervisor of Elections of Broward County for Municipal Elections, authorizing the Town Manager to execute the agreement.

Attachments:
Exhibit 1 – SOE Agreement
Exhibit 2 – Projected cost for March 8, 2022 Election dated Apr. 1, 2021
Exhibit 3 – Revised projected cost for March 8,2022 received Oct. 18, 2021
Exhibit 4 – Resolution 2021-55

AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered into by and between Joe Scott, the Supervisor of Elections of Broward County ("Supervisor"), and the City/Town/Village of _____, a municipality in the State of Florida ("Municipality") (the Supervisor and the Municipality are referred to collectively as the "Parties").

RECITALS

A. Joe Scott is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code.

B. The Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code, contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning of poll workers, including Voting Systems Technicians (VST), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, and the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975) ("Local Election Law"), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification for office, the conducting of elections, the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

E. Whether a municipal election is held during a stand-alone election (i.e., when only municipal races are on the ballot and there is only vote-by-mail voting and election day voting) or as part of a state or federal election (i.e., a municipal election held at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election), , the individual municipality is ultimately responsible for all costs associated with conducting the municipality's election, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes, and for the procurement and payment of poll workers.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Municipality in selecting and training poll workers and conducting the Municipality's municipal election(s). The Municipality desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Municipality's municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The above Recitals are true and correct and are incorporated as if fully set forth herein.

ARTICLE 2
Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by Municipality on the __ day of _____, 202___, in accordance with the State of Florida Election Code and the Local Election Law, each as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the authorized representative of the Municipality.

2.2. At the request of the Municipality, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election(s).

2.3. For stand-alone municipal elections, provided the Municipality complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the Municipality and identify the applicable location for the electors in the Supervisor's records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections. For municipal elections held during a state or federal election, the Supervisor will utilize polling places (including early voting locations) selected by the Supervisor.

2.4. The Supervisor's decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his sole and absolute discretion.

2.5. The Supervisor or his staff, on behalf of the Municipality, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor's payroll function will be included in the invoice that will be sent by the Supervisor to the Municipality after the election.

2.6. The Supervisor shall, on behalf of the Municipality, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the Municipality after the election.

2.7. The Supervisor, on behalf of the Municipality, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the Municipality of the current pay scale and provide an estimate of costs and expenses.

ARTICLE 3
Municipality's Obligations

3.1 The Municipality hereby engages the Supervisor to perform the services described in Article 2. The Municipality will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to poll workers and poll deputies. The Municipality shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made to the Office of the Broward County Supervisor of Elections at the address stated in Section 5.1. An estimate of the costs associated with the Municipality's planned election listed in Section 2.1 is attached to this Agreement as Exhibit A and incorporated herein. For any additional municipal election identified pursuant to Section 2.1, the Supervisor shall provide the Municipality with an estimate of costs at least seven (7) business days after written approval for such additional elections is given by both the Municipality and the Supervisor. Exhibit A and all other municipal election estimates provided by the Supervisor are merely estimates and subject to adjustment by the Supervisor based on actual costs incurred conducting the Municipality's stand-alone election(s) and/or the incremental cost differential associated with conducting the Municipality's election(s) during a state or federal election.

3.2 For stand-alone municipal elections, no later than sixty (60) days prior to the date of the applicable municipal election, the Municipality shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The Municipality is responsible for: (a) ensuring the location(s) fully comply with the Supervisor's then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in connection with the performance of the Supervisor's duties under this Agreement.

ARTICLE 4
Indemnification

4.1 To the extent permitted by law, the Municipality shall indemnify, hold harmless, and defend the Supervisor and all of the Supervisor's past, present, and future officers, employees, or agents (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the Municipality shall, upon written notice from the Supervisor, defend each Indemnified Party against each such Claim by counsel satisfactory to the Supervisor or, at the Supervisor's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 5
Notices and Public Records

5.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:
Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardsoe.org

With a copy to:
Broward County Attorney's Office
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: nklitsberg@broward.org

For the Municipality:
_____
_____
_____
_____
Email address: _____

5.2 Public Records. Both Parties are governmental units subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 6
Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is commenced, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in the state courts of Broward County, Florida.

ARTICLE 7
Term; Termination

7.1 The term of this Agreement shall be from the date of full execution (the "Effective Date") until thirty (30) days after the last election date identified pursuant to Section 2.1 above, unless earlier terminated pursuant to this article. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the authorized representative of the Municipality prior to the termination of the then-current term, which written approval must contain the dates for the upcoming municipal elections during the extension term.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. Provided no municipal election identified pursuant to Section 2.1 is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30)

days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.

ARTICLE 8
Miscellaneous

8.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Municipality or the Supervisor, nor shall anything included herein be construed as consent by the Municipality or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The Municipality and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

8.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.3 Neither the Supervisor nor the Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5 The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida.

8.6 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. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

Supervisor of Elections of Broward County, Florida

By_____
Joe Scott, Supervisor of Elections

____ day of _____, 20_____

NAK
2021 Municipal Election Agreement.docx
09/23/2021
#552651v2

AGREEMENT FOR MUNICIPAL ELECTIONS

ATTEST:

_____
CITY CLERK

CITY OF _____

By: _____
Enter Title

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A
Municipal Election Cost Estimate

Joe Scott, Supervisor of Elections
115 S. Andrews Ave, Rm. 102
Fort Lauderdale, FL 33301
(954) 357-7050 · www.browardsoe.org

Town of Lauderdale-by-the-Sea,

Please see revised cost estimate for the March 2022 Municipal Election. The estimate provided previously was based on actual costs from the March 2018 Municipal Election, at $2.27 per registered voter. Considering the changes over the years in voting patterns, we found it more practical to base our estimate on the more recent March 2021 Municipal Election costs.

The revised estimate for the March 2022 Municipal Election is based on a $2.79 per registered voter cost. See estimate below.

Municipality	Estimated Cost
Lauderdale-by-the-Sea	$15,700.00

Please contact me with any questions at 954-712-1951 or JScott@browardsoe.org.

BROWARD
JOE SCOTT
SUPERVISOR OF ELECTIONS

Joe Scott, Supervisor of Elections
115 S. Andrews Ave, Rm. 102
Fort Lauderdale, FL 33301
(954) 357-7050 • www.browardsoe.org

MEMORANDUM

TO: Tedra Allen, Town Clerk

FROM: John Way
Director of Candidate & Elections Services

DATE: April 1, 2021

SUBJECT: 2022 March Municipal Election Cost Estimate

As required by Florida Law, please review this estimate for your Municipal Election costs to conduct the 2022 March Election. Keep in mind this is only an estimate based on past costs and turnout associated with this type of election. Having said that we are doing our best to streamline processes and eliminate inefficiencies to drive down operational costs in conducting future Broward County Elections.

Municipality	Estimated Cost
Lauderdale-by-the-Sea	$12,800

Please contact the Supervisor of Elections, Joe Scott directly regarding any questions that you may have. The Supervisor can be reached at 954-712-1951 or email JScott@browardsoe.org.

Joe Scott, Supervisor of Elections
115 S. Andrews Ave, Rm. 102
Fort Lauderdale, FL 33301
(954) 357-7050 · www.browardsoe.org

Town of Lauderdale-by-the-Sea,

Please see revised cost estimate for the March 2022 Municipal Election. The estimate provided previously was based on actual costs from the March 2018 Municipal Election, at $2.27 per registered voter. Considering the changes over the years in voting patterns, we found it more practical to base our estimate on the more recent March 2021 Municipal Election costs.

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Municipality	Estimated Cost
Lauderdale-by-the-Sea	$15,700.00

Please contact me with any questions at 954-712-1951 or JScott@browardsoe.org.

RESOLUTION 2021-55

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joe Scott is the Supervisor of Elections of Broward County, Florida (the "Supervisor"), pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code; and

WHEREAS, the Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code, contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time; and

WHEREAS, among the duties and functions of the Supervisor is the engagement, training, and assigning of poll workers, including Voting Systems Technicians, in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, and the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided in the State of Florida Election Code; and

WHEREAS, whether a municipal election is held during a stand-alone election (i.e., when only municipal races are on the ballot and there is only vote-by-mail voting and election day voting) or as part of a state or federal election (i.e., a municipal election held at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election), the individual municipality is ultimately responsible for all costs associated with conducting the municipality's election, including without limitation all "election costs" as defined in Section 97.021(14), Florida Statutes, and for the procurement and payment of poll workers; and

WHEREAS, the Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Town in selecting and training poll workers and conducting the Town's municipal election(s); and

WHEREAS, the Town desires to enter into an agreement with the Supervisor to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Town's municipal election(s) (the "Agreement"); and

WHEREAS, Town Staff recommends that the Town Commission approve the Agreement, attached as Exhibit "A," and authorize execution of the Agreement with the Supervisor for municipal elections.

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

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

Section 2. The Town Commission hereby approves the Agreement with the Supervisor, attached as Exhibit "A," for municipal elections.

Section 3. The Town Commission hereby authorizes the Town Manager to execute the Agreement with the Supervisor, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 9th day of November, 2021.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, Town Clerk, CMC

APPROVED AS TO FORM:

_____
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

Agenda Item No: 16.b

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Thomas Palmer
Submitting Department: Public Safety
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-65 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-WAY, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: During Fiscal Year 2020-2021, the Town of Lauderdale by the Sea had entered into a Memorandum of Agreement with the Broward Sheriff's Office for Enhanced Patrol Services. This agreement was in addition to the normal staffing complement assigned to the Town per the Police Services Agreement. The purpose of this additional staffing is to provide dedicated law enforcement presence in the Town's "Downtown" and commercial business corridor during peak days and times during tourism season.

At the May 25, 2021 Town Commission Meeting, the Town Commission voted (5-0) in support of the Enhanced Patrol Services and approved a budget of $80,000 for this initiative. The additional funding for this enhancement is included in the FY22 Town budget. The prior agreement expired on September 30, 2021 and a new agreement for FY21-22 is required.

The additional staffing is as proposed in the May meeting and is anticipated to continue Thursday thru Sunday evenings and is estimated to begin November 26, 2021 and continue thru April 17, 2022. The Town's Captain will work collaboratively with the Town Manager to adjust the staffing as necessary.

Attachments:
Exhibit 1 – BSO Memorandum of Agreement FY21-22
Exhibit 2 – May 25, 2021 Town Commission Meeting Minutes
Exhibit 3 – Resolution 2021-65

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
BROWARD SHERIFF'S OFFICE
AND
THE TOWN OF LAUDERDALE-BY-THE- SEA

This Agreement is entered into on this ____ day of _____, 2021, by and between the Town of Lauderdale-By-The-Sea, a municipal corporation existing under the laws of the State of Florida (the "TOWN") and Broward Sheriff's Office ("BSO").

WHEREAS, BSO provides law enforcement services to TOWN pursuant to the Agreement for Police Services between the Town and BSO dated June 18, 2021 (the "Police Services Agreement"); and

WHEREAS, the TOWN requested increased law enforcement staffing to provide additional patrol at requested times and locations located in the TOWN (the "Enhanced Patrol Services"); and

WHEREAS, BSO began providing Enhanced Patrol Services in Fiscal Year 2019/2020; and

WHEREAS, the TOWN wishes to continue, and BSO is willing to continue to provide, the Enhanced Patrol Services as specified herein, with a budget of $80,000.00 for the additional services.

NOW, THEREFORE, the parties hereby agree as follows:

1. RECITALS. The recitals above are true and correct and are incorporated herein as if set forth in full.

2. SERVICES TO BE PROVIDED BY BSO

A. BSO shall provide up to two (2) sworn deputy sheriffs at the Town's request, to provide Enhanced Patrol Services. The deputy sheriffs are to be staffed with first priority given to those assigned to the TOWN's district. Otherwise, the positions will be staffed at the discretion of the District Chief or his/her designee.

B. The Enhanced Patrol Services will be in addition to the normal staffing complement assigned to the Town per the Police Services Agreement. The deputies providing the Enhanced Patrol Services will be working in an overtime capacity. BSO shall create a separate budget code for the deputies assigned to perform the Enhanced Patrol Services to allow for resource tracking.

3. COMPENSATION

A. The TOWN shall compensate BSO for the Enhanced Patrol Services at the hourly overtime rate of the salaries of the assigned deputies (the "Cost"). The TOWN shall not be responsible for any additional costs or expenses. The consideration paid by TOWN to BSO for the Enhanced Patrol Services will be in addition to the annual consideration paid pursuant to the Police Services Agreement.

B. BSO shall invoice the TOWN monthly for the Cost of the Enhanced Patrol Services. Each invoice must provide the overtime rate of each deputy assigned to the Enhanced Patrol Services for the previous month and the total amount of hours worked.

C. The TOWN shall pay the invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4. INDEMNIFICATION

BSO and the TOWN do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by law, each party shall indemnify and defend the other party, its employees, agents, servants, or representatives from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the parties' own employees related to this Agreement. Each party will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

5. TERM OF AGREEMENT

A. The term of this Agreement shall commence retroactively as of October 1, 2021 and shall remain in effect until September 30, 2022, unless otherwise terminated as provided herein.

B, Either party may terminate this Agreement for convenience upon providing the other party with at least thirty (30) days prior written notice.

6. NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Sheriff of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Town of Lauderdale-By-The-Sea
Attn: Linda Connors, Town Manager
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Town of Lauderdale-By-The-Sea
Susan L. Trevarthen, Town Attorney
4501 North Ocean Drive
Lauderdale-By-The-Sea FL 33308

7. MISCELLANEOUS PROVISIONS

A. No waiver or modification of this Agreement or of any condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

B. It is expressed intent of the parties that this Agreement and its performance, as well as all suits and special proceedings relating to it be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

C. The preparation of this Agreement has been a joint effort of the parties 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.

D. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

E. In entering into this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

(Intentionally Left Blank)

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the dates indicated below.

TOWN OF LAUDERDALE-BY-THE-SEA

_____ Date _____
Linda Connors
Town Manager

Approved as to form
and legal sufficiency

By _____ Date _____
Susan L. Trevarthen
Town Attorney

BROWARD SHERIFF'S OFFICE

_____ Date _____
GREGORY TONY
Sheriff

Approved as to form
and legal sufficiency

By _____ Date _____
Terrence O. Lynch
General Counsel

H:Lee\\CONTRACT\LBTS-BSO MOU OT deputies 10-11-21

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TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 25, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Public Works Ken Rubach, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Planner Sue Leven, Special Events Manager Debbie Hime, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk, Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Patrick C. Jackson gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Presentation of the Comprehensive Annual Finance Report (CAFR)

Director of Finance and Budget Lucila Lang introduced David Caplivski of external audit firm Grau and Associates, who presented the Town's the Comprehensive Annual Finance Report (CAFR). This report includes the Town's external audit for fiscal year (FY) 2020, completed by Grau and Associates.

Mr. Caplivski reported that the Town's FY 2020 financial statements received a clean or unmodified opinion, which means there were no material misstatements. Property tax revenue increased by $104,000, while revenue from charges for services increased by $1 million. This was primarily due to the collection of a large Code Enforcement fine of

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$1.6 million. This amount was assigned to future capital projects as of September 30, 2020.

Compliance reports include an assessment of the Town's internal controls. Grau and Associates had two findings, one of which showed that Police Department expenditures exceeded appropriations due to a lack of budget amendment. The other finding addressed the Town's investment policy and continuing education. Management has responded to both findings and committed to making appropriate changes in the next fiscal year.

Vice Mayor Oldaker requested clarification of the "clean" audit designation. Mr. Caplivski explained that this is the best opinion that a governmental body can receive for audit and financial statements.

Commissioner Malkoon asked for additional information regarding the auditors' recommendation for threshold analysis of internal controls. Mr. Caplivski stated that Grau and Associates included a letter that recommended changes, although these did not rise to a level requiring inclusion in the internal control report. He characterized these as opportunities for improvement. One example is the threshold on procurement policies, for which the audit firm recommends a cost-benefit analysis to determine whether these thresholds remain at an appropriate level.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, recalled that at a previous workshop meeting, she had requested that El Mar Drive be included in the FY 2021-2022 budget. She pointed out that $1.6 million from the Holiday Inn settlement, as well as the $677,000 from the Oriana settlement, were set aside specifically for use on this roadway. She concluded that the Town should make location changes for Broward Sheriff's Office (BSO) staff in the Downtown area due to heavy pedestrian traffic on weekends.

Lee Gottlieb, resident, spoke on Item 17a, which addresses dune management. He recalled that in the past, the Town has partnered with environmental volunteer agencies to build dunes on its beaches. He emphasized the importance of developing an urban beach dune management and maintenance plan for Lauderdale-By-The-Sea to serve as a framework for the Town and its property owners.

Pastor Patrick C. Jackson, resident, advised that his church offers outreach to the homeless community through its nonprofit, Camp Victory Resorts for the Homeless, which provides meals, clothing, and other items and services free of charge. He encouraged Town residents to consider assisting this nonprofit, and provided contact information by phone (786-702-6525) and email (actionnpack@yahoo.com).

Michael Kelly, resident, expressed concern with a nearby condominium neighbor who uses medical marijuana, as he himself and his fiancée experience respiratory issues. He noted that the state of California requires individuals using medical marijuana to do so within an indoors or otherwise enclosed environment. He requested that the Commission consider a similar requirement.

Cynthia Gaynor, resident, provided written public comment in opposition to the possibility of a temporary speed hump on Spanish River Drive, citing damage to vehicles. She did not feel speeding was a concern on this street.

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

Mayor Vincent observed that the Town may not be able to create restrictive measures that apply to smoking condominiums. It is likely that changes of this nature would have to be done at the state level.

7. PUBLIC SAFETY DISCUSSION

a. AMR April 2021 Report

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

8. TOWN MANAGER REPORT

a. April 2021 Finance Report

Director of Finance & Budget Lang advised that the $1.6 million that has been transferred from the General Fund to the Capital Fund will be allocated to El Mar Drive improvements, as determined in the previous Town Commission meeting. She added that the Parking Fund shows significant improvement from April 2020 to April 2021, with an increase of $231,000.

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Vice Mayor Oldaker noted that the exact amount of the transfer is $1.65 million. He also commented that while the $677,000 from the Oriana settlement is restricted specifically to use on El Mar Drive, the additional funding from the Florida Development Group (FDG) mitigation is not subject to the same restriction and may be used elsewhere on capital projects if needed.

Mayor Vincent recalled that in earlier years, the Town had previously collected mitigation funds on other FDG-owned properties, and suggested that the Commission combine these funds and earmark them for use on El Mar Drive as well. He asked that Staff bring back a total of these funds to be used to the benefit of El Mar Drive.

b. Town Manager Report

Interim Town Manager Linda Connors provided an update on the Capital Improvement Plan (CIP) projects to which the Commission had agreed in March 2021. The Visitors Center and Terra Mar drainage projects have been completed, and the Dune Master Plan and Palm Club sewer project are on tonight's Agenda. The A1A Pine Avenue to Terra Mar Drive project is led by the Florida Department of Transportation (FDOT), which has not yet begun.

The Town is moving forward with repairs to the Bel Air seawall, which is currently being reviewed for permitting. Dredging is also being reviewed for permitting. The Codrington Drive drainage project was brought before the Commission on April 13, 2021, at which time the Commission recommended outreach to Fort Lauderdale. Director of Public Works Ken Rubach has met with that city and further updates will be provided at the June 29, 2021 Commission meeting. The Bougainvillea Drive/Poinciana Street drainage project will begin after the Codrington Drive project commences.

Work has begun on the street sufficiency study. A consultant has been hired to assist with permitting for the A1A/Hibiscus Drive crosswalk. FDOT approval is necessary to begin this project.

Building permits have been submitted for repairs to the Town Hall roof, and painting will begin once work on the roof has been completed. Work has not yet begun on pedestrian amenities discussed in March 2021.

The Commission allocated $100,000 for lateral sewer lining, which is expected to begin in July 2021. Roughly 25 laterals will be lined using these monies from the Sewer Fund.

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Interim Town Manager Connors advised that hurricane season begins on June 1, and urged residents to be prepared for these emergencies. Town Staff will meet with hurricane preparedness vendors on June 4 to ensure that all parties are ready to take action in the event of an emergency.

Before the June 8 Town Commission meeting, a workshop is scheduled at 5 pm. to discuss the Downtown area. On June 29, the Visitors Center will also be discussed at a 5 p.m. workshop. Staff is working to schedule a presentation on Florida-friendly landscaping in July.

Mayor Vincent addressed flooding on Codrington Drive, noting that some sections of this roadway have historically been prone to flooding. He asked Public Works Director to research how long more severe flooding has occurred in these sections and bring this information back at the June 29 meeting. Public Works Director Rubach replied that he would review notes on this area and speak to longtime residents who may be able to provide anecdotal information.

Commissioner Malkoon recalled that during hurricane season 2020, a number of Broward municipalities worked with Fort Lauderdale, which served as a hurricane debris disposal site. He asked if this is a possibility again in 2021. Public Works Director Rubach advised that Pompano Beach has also indicated that the Town may use its site as long as both municipalities use the same debris management contractor. This will mean the Town has access to two debris disposal locations.

9. TOWN ATTORNEY REPORT

Mayor Vincent noted that there had been discussion at previous Commission meetings regarding permitted and specialty uses. Town Attorney Susan Trevarthen advised that Staff plans to bring an Ordinance before the Commission in June 2021 for first reading.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

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12. OLD BUSINESS

None.

13. NEW BUSINESS

a. BugFest-By-The-Sea 2021

Public Information Officer/IT Administrator Steve d'Oliveira reported that the ninth annual BugFest-By-The-Sea will be slightly scaled down in 2021. It will include the following events:

- Kickoff party at Plunge
- Chef competition/diver awards party at Ocean Plaza Pavilion
- Dive Hard benefit concert at Plunge
- Pier cleanup at Anglin's Pier

Staff is requesting Commission approval for on-street parking on El Mar Drive for the concert event. The Commission agreed by consensus to permit this parking for the concert.

b. Palm Club Sewer Request for Qualifications (RFQ) Construction Management at Risk (CMAR) Selection

Public Works Director Rubach explained that the Palm Club septic-to-sewer project will replace the existing septic systems with a gravity sewer, which will transport waste to a force main and then to a treatment facility. The design process for this project has been completed. Staff has ranked three firms and recommends ManCon Construction in first place, followed by Whiting Turner. Public Works Director Rubach requested that the Commission allow the Interim Town Manager to negotiate a contract with ManCon, which will be brought back for approval at a subsequent meeting.

Commissioner Sokolow requested clarification of the anticipated timeline for this project. Public Works Director Rubach replied that it is expected to last over two fiscal years, estimating eight to twelve months depending upon weather and other factors. The contractor will install a gravity sewer and lift station to connect to the improvements made by private homeowners.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-32, establishing the RFQ rankings and authorizing the

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Interim Town Manager to negotiate a contract with ManCon Construction for CMAR services for the Palm Club sewer project; upon successful negotiation, the Interim Town Manager will present the negotiated contract to the Commission for approval. Motion carried 5-0.

c. Fiscal Year 2021-2022 BSO Proposed Budget

Finance Director Lang stated that the proposed BSO budget for FY 2021-2022 is $5.3 million, which represents an increase of roughly $206,000 or 6%. The largest increase comes in personal services, where one Deputy Sheriff Sergeant will be added and the part-time receptionist position will be reduced to one. BSO Captain Thomas Palmer recalled that the Deputy Sheriff Sergeant position was discussed at a previous meeting and received consensus for inclusion in the proposal.

Commissioner Malkoon addressed the $80,000 to be budgeted for Downtown, asking if this is part of the Town's overtime agreement with BSO. Interim Town Manager Connors replied that this amount would cover the cost of enhanced coverage Downtown, which would be similar to the service provided since January 2021. It would provide one Deputy in four-hour shifts from Thursday through Sunday. The $80,000 would be over and above the $5.3 million budget.

Capt. Palmer recalled that BSO had provided the Town with a memorandum of understanding (MOU) that is separate from the Police services agreement. The $80,000 would be dedicated to this high-visibility service in the Downtown area during the tourist season, and can be stopped or started at any time. The service would be renewed on October 1, 2021 if that is the Commission's desire.

Commissioner Malkoon commented that he was in favor of continuing BSO's high-visibility presence Downtown at least through the remainder of FY 2021. Commissioner Sokolow agreed that the additional $80,000 should be planned in the budget.

Vice Mayor Oldaker observed that in addition to BSO's enhanced Downtown presence, he was in favor of an increased Marine Unit presence, as there has been significant speeding on the Town's waterways. He requested that Marine Unit figures be provided for further review. He also asked if a County traffic enforcement entity will be present in the Town. Capt. Palmer advised that this group is currently traveling throughout Broward County and he hopes to have it back in the Town in summer 2021. While the previous group is a regional asset that is available upon request, the group he hopes to bring to

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Lauderdale-By-The-Sea in summer consists of motor units from throughout Broward County.

Vice Mayor Oldaker also inquired about the availability of message board signs, which can provide information on parking, street closures, special events, and other issues. Capt. Palmer replied that the Town owns one such unit approaching the end of its useful life, and has recently purchased a second unit. He also borrows additional sign units from other jurisdictions for special events. Vice Mayor Oldaker was in favor of using these signs to emphasize traffic regulations at locations throughout the Town.

Interim Town Manager Connors provided the requested information on the Marine Unit's FY 2020 budget: an eight-hour shift two days a week, typically weekends, would be $2100 per week, while an eight-hour shift seven days a week would be closer to $7400 per week. Capt. Palmer advised that there is an additional cost for the Marine Unit vessel's fuel, which is included in the quoted price. The vessel costs $50 per hour.

Commissioner Strauss also agreed with the proposed additional seasonal expenditures for Downtown. He agreed with Vice Mayor Oldaker that a larger Marine Unit presence is needed, and was in favor of Saturday and Sunday shifts. He continued that he has also discussed the possible use of traffic calming devices on El Mar Drive with Captain Palmer, as there has been speeding on this roadway as well. He requested that this be brought back to the Commission for further discussion in the near future.

Vice Mayor Oldaker suggested reaching out to Sea Ranch Lakes to share the expense of an increased Marine Unit presence. Capt. Palmer advised that this has already been done, but Sea Ranch Lakes did not wish to participate at this time.

Mayor Vincent asked if the Town has jurisdiction to lower the speed limit on El Mar Drive, which is 25 miles per hour (mph). Capt. Palmer replied that he would look into whether this lower speed is an option for a mixed-use roadway.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve the FY 2021-2022 proposed budget with the addition of $80,000 for enhanced BSO coverage. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon advised that he had attended a recent Buzz About Art event held by the Chamber of Commerce at the Plunge Hotel. He recognized resident Ann Marchetti

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for her work in putting together this event, and spoke in favor of more Town events involving public art in the future.

Vice Mayor Oldaker thanked Public Works for putting up the Town's Memorial Day decorations. He also expressed concern with the communications equipment used at Commission and other public meetings. Interim Town Manager Connors advised that she has asked Public Information Officer d'Oliveira to look into this issue.

Commissioner Strauss urged all residents to prepare for hurricane season.

Commissioner Sokolow advised that he was happy to see the plans for the upcoming Fourth of July and BugFest celebrations, as these were signs that the Town is returning to normalcy following the pandemic.

The Commission wished residents a happy Memorial Day holiday.

15. ORDINANCES 1ST READING

a. Ordinance 2021-03 -- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planner Sue Leven explained that this Ordinance addresses the Peril of Flood Act, which passed in 2015 and updates Florida Statutes regarding flooding. It recognizes the importance of planning against future flood risks, and addresses redevelopment strategies and engineering solutions to combat sea level rise.

In order to conform to the requirements of the Peril of Flood Act, the Town must consider development and redevelopment strategies that reduce losses from coastal flooding, identification of site development practices to reduce these losses, consistency with the Florida Building Code, and continued participation in the community rating system used by the National Flood Insurance Program, among other activities.

The Town was approached several years ago by the South Florida Regional Planning Council (SFRPC) to support a grant that would assist municipalities in meeting the state's Peril of Flood requirements through amendments to the Coastal Management Element (CME) of the Town's Comprehensive Plan. The Town agreed to support this grant, which was approved. Staff from Lauderdale-By-The-Sea and other South Florida municipalities worked with SFRPC over the course of the project.

Staff requests that the Commission vote to approve the amendments included in their backup materials, which apply to the goals, objectives, and policies of the CME and would bring the Town into compliance with state mandates and adopt up-to-date Peril of Flood language into the Comprehensive Plan. This will reflect what the state would like to see from the Town with regard to meeting the Peril of Flood Act requirements.

Vice Mayor Oldaker commented that the document also provides information on continued participation in the Community Rating System for the National Flood Insurance Program, which helps lower flood insurance for any resident who wishes to purchase it.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the proposed Ordinance amending the CME of the Town's Comprehensive Plan on first reading. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

a. **Resolution 2021-30 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 21-03-02 FOR CONSULTING SERVICES RELATED TO THE CREATION OF A DUNE MASTER PLAN; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NUMBER**

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ONE RANKED FIRM, MOFFAT & NICHOL, INC. IN AN AMOUNT NOT TO EXCEED $75,000; PROVIDING FOR AN EFFECTIVE DATE (Exhibit 1)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, asked to know which individuals served on the Town's Evaluation Committee for this selection, and expressed disappointment that Lee Gottlieb, who had provided public comment earlier, was not one of this committee's members.

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

Public Works Director Rubach explained that the Evaluation Committee was comprised of himself, Neysa Herrera, Assistant to the Town Manager, and Mike Walker, Buildings and Public Lands Supervisor. Mr. Gottlieb was involved in a previous aspect of the dune planning process.

When Broward County became aware that the Town was involved in a dune reclamation project, however, the County wished to be apprised of any further permits for dune reclamation, and indicated that they could object to the permitting process at the local level. Public Works Director Rubach concluded that while Broward County has some input on beach projects such as renourishment, this decision ultimately lies with the Florida Department of Environmental Protection (DEP) in Tallahassee.

Commissioner Strauss asked how the dune management project fits with the beach renourishment project on which the Commission recently voted. Public Works Director Rubach replied that the dune project is expected to establish a baseline topography of the beach. He strongly emphasized the importance of dunes in mitigating the effects of serious storms.

Commissioner Strauss asked if the dune project must be undertaken prior to beach renourishment. Public Works Director Rubach advised that this was not necessary, as the two projects are complementary. He characterized the dunes as a "sand bank," as they can provide sand for small renourishment projects over time.

Assistant to the Town Manager Neysa Herrera concluded that the Town has the opportunity to secure a $30,000 grant to offset some of the project's costs. The grant award will be made in summer 2021.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the Evaluation Committee's rankings and authorize the Interim Town Manager to negotiate and execute an agreement with the number one-ranked firm, Moffat & Nichol, in an amount not to exceed $75,000. Motion carried 5-0.

b. Resolution 2021-31 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR THE RENTAL OF KEYS TO ACCESS THE TOWN'S TENNIS AND PICKLEBALL COURTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

It was clarified that Resolution 2021-31 is retroactive to January 2021, when the emergency treatment of this program expired.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-31, formally establishing an annual fee of $120 for tennis court keys, prorated at $10 per month; this fee will be retroactive to January 15, 2021. 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 8:01 p.m.

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Mayor Chris Vincent

ATTEST:

DocuSigned by:
Tedra Allen, CMC
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6/10/2021

Town Clerk Tedra Allen — Date

RESOLUTION NO. 2021-65

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Broward Sheriff's Office ("BSO") provides law enforcement services to the Town pursuant to the Agreement for Police Services between the Town and BSO dated June 18, 2021; and

WHEREAS, the Town requested increased law enforcement staffing to provide additional patrol at requested times and locations in the Town (the "Enhanced Patrol Services"); and

WHEREAS, BSO began providing the Enhanced Patrol Services in Fiscal Year 2019/2020; and

WHEREAS, the Town wishes to continue, and BSO is willing to continue to provide, the Enhanced Patrol Services as specified herein, with a budget of $80,000.00 for the Enhanced Patrol Services; and

WHEREAS, the Fiscal Year 2021/2022 budget includes $80,000 for the Enhanced Patrol Services; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Memorandum of Agreement with BSO, attached as Exhibit "A," for the Enhanced Patrol Services (the "Agreement").

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

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

SECTION 2. **Agreement Approved**. The Agreement with BSO, attached as Exhibit "A," for the Enhanced Patrol Services, is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Commission authorizes the Town Manager to execute the Agreement with BSO, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED on this ___ day of October, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.c

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Chief Judson Hopping, VFD
Neysa Herrera, Assistant to the Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2021-66. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: On September 28, 2021, Broward County Administrator Bertha Henry sent a memorandum to all municipal managers advising that the County has established communications infrastructure that provides for a countywide closest unit response capability and has worked collaboratively with fire agencies of Broward County in the development of a plan to deliver Closest Unit Response to all Regional Consolidated Dispatch Participating Municipalities in Broward County by 2022.

A prerequisite of the implementation plan is execution of the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response (the "ILA") **(Exhibit 2).**

The purpose of the ILA is to permit the participating parties to make the most efficient use of their powers, resources, and capabilities on a basis of mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected parties, lending assistance across jurisdictional boundaries. Closest Unit Response ("CUR"), as defined in the ILA, means lending assistance across jurisdictional boundaries by at least one (1) available unit to a life-threatening emergency. A life-threatening emergency is defined as high priority calls under the International Academy of Emergency Dispatch System for both medical and fire (Delta and Echo calls). Under the ILA, CUR would be based on an in-service unit's location based on GPS that is within four minutes Estimated Time of Arrival ("ETA") from the location where the life-threatening emergency is occurring.

On January 1, 2022, the plan is to look at all units within eight minutes from the emergency incident to recommend the closest unit; and in 2023, the plan is to remove the ETA limitation and simply recommend the closest unit to the life-threatening emergency. The ETA parameters currently serve as a limitation for CUR and the ultimate goal is to perform CUR countywide without the ETA constraint/limitation.

Town staff met with Chief Hopping, who concurs that entering into the ILA is in the best interest of the Town.

The County has confirmed that AMR is not a participant of the ILA, since it is a privately owned company contracted by the Town to provide emergency medical services.

Recommendation: The Lauderdale-By-The Sea Volunteer Fire Department and Town Staff recommend the Town Commission adopt Resolution 2021-66 approving and authorizing the Town Manager to execute the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response Through Automatic Aid and Closest Unit Response.

Attachments:
Exhibit 1 – Resolution 2021- 66
Exhibit 2 – Interlocal Agreement for Fire, Rescue, and Emergency Medical Services through Automatic Aid and Closest Unit Response

RESOLUTION NO. 2021-66

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, in 2002, Broward County (the "County") residents voted by charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate the establishment of countywide closest unit response capability; and

WHEREAS, the County has established a countywide communications infrastructure that provides for this capability and has worked collaboratively with fire agencies in the County in development of a phased implementation plan to deliver Closest Unit Response to all Regional Consolidated Dispatch Participating Municipalities in the County by the end of 2022; and

WHEREAS, a prerequisite of the implementation plan is execution of the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response Through Automatic Aid and Closest Unit Response (the "ILA") between the County, Broward Sheriff's Office ("BSO"), and municipalities; and

WHEREAS, the Agreement provides for one, three-year renewal term; and

WHEREAS, the ILA establishes a process in which participating municipalities can receive and provide automatic aid and closest unit response; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the ILA with the County, BSO, and other municipalities, attached as Exhibit "A," for automatic aid and closest unit response.

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

Section 1. **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. **ILA Approved.** The ILA with the County, BSO, and other municipalities, attached as Exhibit "A," for automatic aid and closest unit response, is hereby approved.

Section 3. **Authorization to Execute the ILA.** The Town authorizes the Town Manager to execute the ILA with the County, BSO, and other municipalities, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

Section 5. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of November, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

This Regional lnterlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement") is entered into between the Municipalities executing this Agreement, the Broward County Sheriff's Office, and Broward County (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments 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 that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year

later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2020
Phase 2	4 Minutes	January 1, 2021 until December 31, 2021
Phase 3	8 Minutes	January 1, 2022 until December 31, 2022
Phase 4	No time limitation	January 1, 2023 and thereafter

2.4 **Closest Unit Response** or **CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that incudes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 Fire Units - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 EMS Units - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 EMS Licenses - All EMS transport units must be licensed by the State of Florida and Broward County as required by applicable law. All EMS units must meet the Advanced Life

Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

(a) Fire service units that consist of a fire engine company or a quintuple combination pumper ("quint") shall have at least three (3) state certified firefighter.

(b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.

(c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.

(d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units ("Responding Party"), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party's jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days' prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

(a) The requested unit was inoperative;

(b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;

(c) The requested unit was being utilized on another emergency call; or

(d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander ("IC"), as defined within ICS under NIMS, is in charge of the incident and responsible

for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding

Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party's participation in this Agreement upon no less than sixty (60) days' prior written notice by the provision of such written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs' Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant

to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 **No Third-Party Beneficiaries.** The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

10.3 **Independent Contractor.** The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 **Equal Opportunity; Discrimination.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 **Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 **Compliance with Law.** Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this

Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 **Governing Law and Venue.** 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 such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT**.

10.8 **Entirety of Agreement.** Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding 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, unless expressly permitted herein.

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

10.10 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

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

10.12 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained 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 herein 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.

10.13 **Authority.** Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 **Materiality; Waiver.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party'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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 **Public Records**. Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 **Priority of Provisions**. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 **Conflict Resolution.** The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree,

each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

10.19 **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.

10.20 **Recording.** This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____ Date: _____
Sheriff of Broward County

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____ Date: _____
Terrence Lynch, General Counsel
Office of the General Counsel

NOTICE ADDRESS PER § 10.5:
_____
_____
_____
_____
Email address: _____

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

MUNICIPALITY

ATTEST:

_____
TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
MAYOR

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the Parties:

_____
Town Attorney

NOTICE ADDRESS FOR CITY OF _____ PER § 10.5:
_____
_____
_____
Email address: _____

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

BROWARD COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By_____
County Administrator

____ day of _____, 2021

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

By_____
René D. Harrod (Date)
Chief Deputy County Attorney

NOTICE ADDRESS PER § 10.5:
Broward County Regional Emergency Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

RDH
2021-09-14 Regional Automatic Aid Agreement
#473096.8

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Lucila Lang, Director of Finance & Budget
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-67 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: The Town has established a fiscal year beginning October 1 and ending September 30. On a yearly basis, the Town Commission adopts its annual budget in September of each year at the 2nd budget hearing. As the fiscal year comes to a close, the actual revenues and expenditures are reviewed and prior to November 30th, budget amendments are proposed for the actual amounts incurred. These amendments are then presented to Commission for approval.

For FY 21, all departments finished the fiscal year below the budgeted amount with the exception of BSO, which was brought to the Commission's attention back in December 2020. Due to COVID-19, revenues were budgeted conservatively and even with this approach most departments will finish the year within budget. Only two line items in the General Fund will finish the year with revenues below the budgeted amounts; Licenses and Permits due to the lack of collection of Sidewalk Café fees which finished at 80.6% and Fines and Forfeitures due to low collection of traffic violations/citations and code enforcement fines which finished at 56.2%. All other revenues are within budget.

General Fund:
On the April 13, 2021, the Commission approved the quarterly transfer in the amount of $949,490, which was processed on April 20, 2021 to be reimbursed from the General Fund back to the Parking Fund. In addition, the Town received COVID Relief funds in the amount of $412,464 that were to be used to cover the enhanced BSO patrol services in the Downtown area. This $412,464 amount was not budgeted due to the uncertainty of receiving this funding. Staff is recommending a budget amendment to recognize the receipt of COVID Relief funds and to recognize the reimbursement of the Parking transfer.

Additional budget amendments totaling $303,013 (1.9%) in the General Fund are required to cover overrun expenses in salaries, FICA, water services, contractual services, operating expenses, equipment leases, fuel, uniforms, street maintenance, flags and operating expenses.

A few examples of these overruns are:

1. The Town processed several vacation payouts because many employees did not take vacation as a result of the pandemic. Per the Personnel Manual, an employee may cash up to 50% of the normal vacation leave accrued each calendar year.

2. Building Permit revenues exceed the budgeted amount. Since Building Permit Services are a direct correlation to the revenues, the expenditures exceed the budgeted amount. This budget amendment is to cover the Building Fund expenditures in the amount of $270,349.

3. Overrun in water services, maintenance and contractual service contracts are $50,087 and are 3.8% of the total Public Works budget. Many of the required amendments in this department are due to the volume incurred throughout the fiscal year that are estimates. For example, in the street light maintenance category, the overrun was due to two accidents on Commercial Blvd. that caused two large light posts to get replaced. Although, it shows as an overrun in the expense category, the Town was fully reimbursed by the insurance companies.

Please note that the overrun in salaries and FICA expenditures are minimal amounts ranging from 1-5% at the department level. Exhibit A to the attached Resolution includes additional details and identifies the requested budget amendments for FY 20-21.

Recommendation: Adopt Resolution 2021-67 **(Exhibit 1)** amending the FY20-21 Budget

Attachments: Exhibit 1 – Resolution 2021-67 (Exhibit “A” FY 20/21 Budget Amendment)

RESOLUTION NO 2021-67

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2020/2021 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2020/2021 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2020/2021 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations Approved.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

Passed on this 9th day of November, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

FY 2020/2021 Budget Amendment

REVENUES

Exhibit A to Resolution 2021-67

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001-General	000.000 Appropriated Fund Balance	2,567,467	3,451,341	883,874	Appropriation from General Fund Balance to cover the quarterly Parking Transfer
310-Parking	000.000 Appropriated Fund Balance	949,490	0	(949,490)	Budgetary amendment to eliminate the Appropriated Fund Balance Funding
310-Parking	581.100 Interfund Transfers (581.100 Transfer from General Fund)	0	949,490	949,490	Budgetary amendment to recognize transfer of funds from General Fund to Parking Fund
001-General	303.000-Emergency Supplemental Funding	0	412,464	412,464	Budgetary amendment to recognize funding received from the State to cover BSO Services
			001- General Fund Subtotal	1,296,338	
102-Building	302.100 Building Fund (322.100 Building Permits)	673,834	944,183	270,349	Building revenues adjustment to cover Building costs
	Total Revenues			1,566,687	

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001- General	521.000 Police Dept (500.345 Contractual Services)	5,120,721	5,164,556	43,835	To cover enhanced BSO patrol services in the Downtown area
001- General	581.100 Interfund Transfers (500.915 Transfer to Parking)	0	949,490	949,490	Budgetary amendment to recognize transfer of funds from General Fund to Parking Fund
001- General	511.200-Visitor Center	15,600	21,745	6,145	To cover overrun Salaries and water service expenditures
001- General	513.000 Administration	754,413	840,873	86,460	To cover overrun salaries, FICA, Contractual Services and Operating expenses
001- General	514.000-Town Attorney	300,000	328,406	28,406	To cover overrun Legal expenses.
001- General	519.000-General	80,000	80,307	307	To cover overrun Salaries expenditures
001- General	524.000 -Development Services	54,210	60,754	6,544	To cover overrun group insurance and Capital Outlay expenditures
001- General	541.100- Public Works	1,318,547	1,471,088	152,541	To cover overrun Salaries, FICA, Communications, Water Service, Equipment Lease, Fuel, Maintenance contracts, Uniform, Street Maintenance, Flags and Operating expenditures
001- General	572.000-Recreation	90,000	112,610	22,610	To cover overrun Equipment Maintenance and Operating expenditures.
			001- General Fund Subtotal	1,296,338	
102-Building	524.100-Building (500.402 Building Permit Services)	569,330	839,679	270,349	To cover Building Permit services Exp.
	Total Expenditures			1,566,687	

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-68 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT TO PROVIDE FOR A ONE-YEAR RENEWAL; APPROVING A ONE-YEAR RENEWAL TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: The Town Commission entered into a Fire Protection and Fire Prevention Services agreement with the Lauderdale-By-The-Sea Volunteer Fire Department ("VFD") on September 26, 2016 ("the Agreement") **(Exhibit 2)**. The Initial Term of this Agreement ended on September 30, 2021, but the Agreement was extended to December 31, 2021, by the Town Manager, pursuant to Section III.L.5 of the Purchasing Manual, to wait for the comments from the Fire Department Operational Audit being completed by Matrix.

The Agreement provides for one, three-year renewal term. The Town Manager met with the VFD Chief, and they both agree that the contract should be approved for one year. This will give the Town and VFD sufficient time to review the comments from Matrix and include any contract amendments necessary to address issues identified by Matrix.

Attached for Town Commission consideration is an amendment to the Agreement providing for a one-year term renewal and renewing the Agreement for a one-year term, commencing on December 1, 2021, and ending on November 30, 2022 **(Exhibit 3)**.

Recommendation: Adopt Resolution 2021-68, approving and authorizing the Town Manager to execute the Amendment to the Agreement, and approving a one-year renewal to the Agreement with VFD.

Attachments:
Exhibit 1 – Resolution 2021-68
Exhibit 2 – Agreement between the Town & VFD for Fire Prevention and Protection Services
Exhibit 3 – Amendment to Fire Prevention and Protection Services Agreement

RESOLUTION NO. 2021-68

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT TO PROVIDE FOR A ONE-YEAR RENEWAL; APPROVING A ONE-YEAR RENEWAL TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, on September 26, 2016, the Town entered into an agreement with the Lauderdale-By-The-Sea Volunteer Fire Department ("VFD") for fire protection and fire prevention services (the "Agreement"); and

WHEREAS, the Agreement expired on September 30, 2021; and

WHEREAS, pursuant to Section III.L.5 of the Purchasing Manual, the Town Manager extended the Agreement for 90 days to await for the completion and findings of the VFD Operational Audit; and

WHEREAS, the Agreement provides for one, three-year renewal term; and

WHEREAS, staff recommends amending the Agreement to provide for a one-year term and to renew the agreement for a one-year term (the "Amendment"), while the Town and VFD explore and implement the findings of the Operational Audit; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Amendment with VFD, attached as Exhibit "A," to provide for a one-year renewal term ,and to approve renewal the Agreement for a one-year term.

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

Section 1. **Recitals**. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. **Amendment Approved.** The Amendment to the Agreement with VFD, attached hereto as Exhibit "A," to provide for a one-year renewal term, is hereby approved.

Section 3. **Renewal Approved.** The Renewal to the Agreement for a one-year term, is hereby approved.

Section 4. **Authorization to Execute the Amendment.** The Town authorizes the Town Manager to execute the Amendment with VFD, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 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 passage and adoption.

PASSED AND ADOPTED on this ___ day of November, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA
AND
LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT

This Agreement made and entered into this 26th day of September, 2016, by and between the LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, Inc. (the "**VFD**"), and the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation of the State of Florida (the "**TOWN**").

WHEREAS, the VFD and the TOWN desire to enter into this agreement (the "**Agreement**") to provide for fire protection and fire prevention services by the VFD within the municipal boundaries of the TOWN (the "**Service Area**") and to set forth how such fire protection and fire prevention services will be provided; and

WHEREAS, the TOWN desires a high level of competent professional fire protection and fire prevention service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN and the VFD have determined that it is mutually beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the VFD and the TOWN do hereby agree as follows:

ARTICLE 1: BACKGROUND; PURPOSE AND INTENT

1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.

1.2 It is the purpose and intent of this Agreement for the VFD and the TOWN to provide for a means by which each entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

1.3 The VFD and the TOWN find the method of delivery of fire protection and fire prevention services set forth in this Agreement is in the best interests of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2: GENERAL OPERATING CONDITIONS

2.1 Fire Services: The VFD shall provide comprehensive fire protection and fire prevention services (the "**Fire Services**") as set forth in this Article within the municipal boundaries of the TOWN. Fire Services shall include, but not be limited to, the following specialized services:

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2.1.1 The VFD shall respond to emergency calls relating to the accidental spill or leak of hazardous materials. The VFD shall secure any such site until technical HAZMAT support arrives on the scene.

2.1.2 The VFD shall provide fire investigation services, including arson investigation assistance.

2.1.3 The VFD shall offer public education programs designed to reduce the risk of property damage, injury, or loss of life from fire.

2.1.4 The VFD shall provide all fire safety inspections required by the Town Code and all applicable federal, state and county laws, codes and regulations within the TOWN (collectively, the **"Inspections"**).

2.1.5 The VFD shall provide beach first responder services, operating on a part time basis, to promote safety and fire prevention and provide surveillance of and first responder services at all beach areas within the Town.

2.1.5.1 The VFD shall maintain a presence in the beach areas for emergency situations according to a schedule approved by the TOWN, during special events, or upon the request of the Town Manager.

2.1.5.2 The VFD's beach first responder services shall provide emergency first aid service as needed.

2.1.5.3 When present, the VFD's beach first responder personnel shall inform the public of dangerous swimming conditions.

2.1.5.4 The VFD's beach first responder personnel shall operate and maintain two (2) all-terrain vehicles (ATVs) for the express purpose of providing first responder emergency services.

2.1.6 The VFD shall not utilize a third party provider for the provision of any services referenced in this Agreement unless approved in writing by the TOWN in its sole and absolute discretion.

2.2 Mutual Aid Agreements: It is understood that the TOWN has entered into a Mutual Aid Agreement with several local governments located in Broward County (collectively, the "Mutual Aid Agreements"). VFD shall fulfill all obligations of the TOWN under the Mutual Aid Agreements, so as to ensure the availability of certain specified services that VFD is not qualified to provide (Hazmat response, Technical Rescue, etc.).

2.4 Fire Marshal Services: The VFD shall retain a qualified Fire Marshal to provide the services specified in this Section 2.4. The selection of the Fire Marshal shall be subject to the prior written approval of the Town Manager. Within no more than 60 days following receipt of a written notice of the Town Manager's dissatisfaction with the Fire Marshal, the VFD shall replace the Fire Marshal with another qualified Fire Marshal, and the selection of the replacement Fire Marshal shall also be subject to the prior written approval of the TOWN.VFD shall provide the following specialized Fire Marshal services on an hourly basis:

2.4.1 Provide thorough review of the fire/life safety aspects of plans for new building construction and for alterations to existing buildings to ensure that mathematical and engineering calculations are accurate and that plans comply with all applicable codes and regulations. Provide complete engineering appraisal of properties so that the proper Fire/Life Safety and Town Codes may be applied to render the property safe.

2.4.2 Confer with attorneys, public officials, architects, engineers, fire personnel, builders, contractors, building staff and officials, and property owners on matters concerning Fire/Life Safety, and Town Codes regarding fire suppression systems, inspections, and fire prevention methods and practices.

2.4.3 Complete the review of all submitted building plans within the time limit as specified by the TOWN or required in third party contracts with the TOWN.

Compensation for the specialized Fire Marshal services described above shall be paid to VFD on an hourly basis at the rate of $35.00 per hour, which may be adjusted by the written agreement of the VFD Chief and the Town Manager. VFD shall provide TOWN accurate written invoices no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per hour basis. Fees shall be paid in arrears each month. The TOWN shall pay VFD within 30 days of receipt of a correct and approved written invoice for payment.

ARTICLE 3: EMPLOYMENT RESPONSIBILITY AND STAFFING

3.1 All fire protection and fire prevention personnel and other persons employed by the VFD in the performance of services, functions and responsibilities as described and contemplated herein for the TOWN shall be and remain employees of VFD.

3.2 The VFD shall maintain the following personnel, at a minimum, during the term of this Agreement: one (1) Fire Chief, one (1) Deputy Fire Chief, one (1) Battalion Chief, one (1) Fire Administrator, one (1) Safety Officer, one (1) Fire Inspector, and one (1) Training Officer.

3.3 VFD shall maintain a sufficient roster of certified firefighters to respond to calls for services in a timely manner and to provide the Fire Services required in this Agreement.

3.4 It is understood that all VFD personnel shall maintain all appropriate and necessary certifications at all times during the term of this Agreement.

3.5 Qualification of Volunteer Fire Department Membership: All volunteer members of the VFD shall meet the following minimum qualifications:

3.5.1 All VFD firefighters shall be at least eighteen (18) years old, and shall have a high school diploma or the equivalent thereof.

3.5.2 All members of the VFD shall undergo a thorough background investigation. No member of the VFD shall have been convicted of a felony, or of a misdemeanor directly related to the volunteer's position in the VFD or which would bring discredit to the VFD or TOWN, or pled nolo contendere to any felony charge within the previous four year (4) years.

3.5.3 All VFD firefighters shall be in good physical condition as certified by a medical doctor annually. Any member that does not have a current medical certification shall be placed on the inactive roll and shall not provide Fire Services until such time as a valid medical certification is obtained.

3.5.4 During the term of this Agreement, at all times at least seventy-five percent of the VFD membership shall be state certified firefighters.

3.5.5 All VFD personnel shall meet the training, experience and certification requirements set by the State of Florida for the position they hold in the VFD. The VFD shall regularly monitor their members' conformance with the

requirements in this Agreement and promptly remove from duty or reassign those members who do not have the current certification and training required for the role to which they are assigned.

3.5.6 Driver/Engineer qualifications: All drivers of fire service vehicles and/or apparatus shall have a valid Florida driver's license with emergency vehicle endorsement.

ARTICLE 4: FIRE VEHICLES AND EQUIPMENT

4.1 Equipment: The VFD shall, under a separate agreement, lease Town owned fire equipment and apparatus from the TOWN that are necessary for VFD to provide the Fire Services required under this Agreement.

4.2 Purchase of Fire Apparatus and Equipment: The TOWN and the VFD will consult with each other in advance of purchasing fire apparatus and equipment.

4.3 Maintenance: The VFD shall be solely responsible for ensuring that all equipment, vehicles, hoses, and fire apparatus are maintained in accordance with National Fire Protection Association ("**NFPA**") and Insurance Service Office ("**ISO**") standards, as well as with applicable Florida Suppression Rating Schedule ("**FSRS**") criteria.

4.4 Dispatch: 9-1-1 answering services and dispatch is currently provided by Broward County. All communications equipment used by VFD shall be compatible with Broward County's 9-1-1 communications system, as may be modified from time to time.

4.5 Outside Services: Except for the provision of mutual aid pursuant to the Mutual Aid Agreements, the VFD shall not use TOWN equipment to provide Fire Services outside of the TOWN ("**Outside Services**") without first obtaining the permission of the Town Commission and entering into an amendment to this Agreement.

ARTICLE 5: FIRE FACILITY

5.1 Fire Facility: The VFD shall establish its operational base at the TOWN's fire station and the fire administration in the offices provided by the TOWN (collectively, the "**Fire Facility**").

5.2 Responsibilities. The TOWN owns the Fire Facility and shall be responsible for major repairs necessary to keep the Fire Facility in proper working order. VFD shall be responsible for the daily maintenance of the Fire Facility and shall maintain the Fire Facility in good condition. VFD shall advise the TOWN in writing as soon as possible of any damage to the Fire Facility or if VFD believes major repairs to the Fire Facility are necessary. In the event the VFD, it employees, agents, or invitees, destroy, deface, damage, impair, or remove any part of the Fire Facility, VFD shall be responsible for repairing or replacing such property.

ARTICLE 6: PAYMENT FOR FIRE SERVICES

6.1 Payment for Services:

6.1.1. Payment for Fire Services: During the Term of this Agreement, the TOWN will pay to the VFD the amount approved by the Town Commission in the annual budget for the cost of providing Fire Services (the "**Town Payment**").

Fire Services that are eligible will be paid from Fire Assessment Fees. Fire Services that are not eligible to be funded by Fire Assessment Fees shall be identified by VFD and TOWN and the TOWN and VFD shall use non-Fire Assessment revenue to pay for those Fire Services.

The Town Payment shall be paid to the VFD in equal monthly installments by the 7th day of each month.

6.1.2. True-up: By November 30, 2017, and by November 30 of each year of this Agreement thereafter, the VFD shall submit an accounting of its expenditures to provide Fire Services for the preceding fiscal year. If the TOWN has paid more for Fire Services in the preceding fiscal year than the actual cost for the VFD to provide those services, then the TOWN shall deduct the difference between the total amount paid to VFD by the TOWN and VFD's documented actual cost of providing the Fire Services (the "**True-up**") from the next payment(s) due to the VFD.

Since the parties have not previous calculated the True-up from prior fiscal years, the parties agree that by December 31, 2016, the VFD Chief and the Town Manager will reach an agreement as to the difference between the VFD's actual cost to provide Fire Services and the amount paid by the TOWN for Fire Services prior to October 1, 2016 (the "Prior Years True-up"). The "Prior Years True-up" amount shall be used by VFD to purchase fire apparatus and other equipment identified in the Town's annual budget, and the title of such purchased equipment shall vest with the TOWN as provided for in this Agreement.

6.1.3. Budgeting Process: By June 1 of each year, the VFD shall submit to the Town Manager a proposed Fire Services budget and recommended capital budget pursuant to this Agreement for the following fiscal year. The Town Manager and the VFD Board of Directors, or their designated representatives, shall meet to discuss the proposed budget. By July 31st of each year, the Town Manager shall provide to the Town Commission for their consideration either (a) a budget which he or she and the VFD Board of Directors have reached agreement on, or (b) the VFD's budget proposal and the Town Manager's recommendations. The TOWN and the VFD must come to an agreement on an operating budget by September 1st of each year, or the prior fiscal year budget for the VFD will be adopted by the Town Commission as a component of the TOWN's annual budget, subject to the conditions, limitations and restrictions of applicable law. The Town Payment shall be the agreed-upon and Town Commission approved compensation to the VFD.

6.2 Fire Inspections:

6.2.1 The VFD shall perform the annual required fire inspections of each commercial occupancy and residential occupancy as required by the Florida Fire Protection Code. The VFD will provide written reports on the outcome of those inspections and shall issue, on the TOWN's behalf, notices of violation and take whatever action is required by the Florida Fire Protection Code to address public safety. If violations are found, the VFD will do one re-inspection at no charge. The property owner or lessee, as appropriate, will be assessed a re-inspection fee if a second, third or multiple re-inspections are necessary. After the second re-inspection, a notice of violation will be issued

and the TOWN may bring the case, with the VFD's assistance and testimony, before a Special Master for adjudication.

6.2.2 The TOWN will be responsible for billing the property owner or lessee for all fire inspection fees and fines. The VFD agrees to provide reports and paperwork in a timely manner to the TOWN's Development Services Department to enable such billing to take place. All revenues received from fees and fines shall be the property of the TOWN.

6.2.3 In the event the VFD does not perform the annual fire inspections in a timely and professional manner, as determined by the TOWN, the TOWN reserves the right, in its sole discretion to notify the VFD, and to utilize another employee or contractor qualified to perform that function. The TOWN also has the option of notifying the VFD to discontinue providing fire inspection services, and if the TOWN exercises this option, the TOWN shall reduce the compensation paid to the VFD by an amount equal to the cost of contracting with another qualified contractor for fire inspection services, and the VFD shall cooperate fully as needed to transition these services to the new contractor.

6.3 Volunteer Firefighter Pension Fund: The TOWN and VFD shall comply with Chapter 2, Article V, Division 3 "Volunteer Firefighters' Pension Plan" of the Lauderdale-By-The-Sea Code of Ordinances regarding participation in, and contributions to, the Town Volunteer Firefighters' Pension Plan.

ARTICLE 7: STANDARDS OF SERVICE

7.1 The Fire Chief, the Deputy Chief, or a Battalion Chief will be on duty twenty-four (24) hours a day, seven (7) days a week during the entire term of this Agreement with NO EXCEPTIONS.

7.2 A command officer (defined as one of the following: Fire Chief, the Deputy Fire Chief, or a Battalion Chief) and the first fire apparatus shall respond within nine (9) minutes to a minimum of 90% of all emergency fire rescue calls in each month. The crew for the first fire apparatus shall include a minimum of three (3) personnel, including the driver/engineer, and at least two (2) of the personnel staffing the fire apparatus shall be state certified firefighters.

7.3 The VFD shall ensure that all active members receive at least seventy (70) hours of training per year. Members that are not active for a full twelve-month period shall receive at least a pro-rated amount of the seventy (70) hours of annual training, based on the actual months of service in the calendar year. Any active member that is not reasonably current with their required amount of training shall be placed on the inactive roll and shall not provide Fire Services until such time as the active member meets the training requirements.

7.4 The VFD shall take all actions within their power and financial capability to maintain the TOWN's ISO rating at a three (3) or better.

ARTICLE 8: INDEMNIFICATION

8.1 To the extent permitted by law, the VFD shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the VFD, its employees, agents, servants, and the VFD shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts or omissions of the VFD, its employees, agents, or servants.

ARTICLE 9: INSURANCE

9.1 Prior to the commencement of this Agreement, the VFD shall secure:

9.1.1 A General Liability Insurance policy with a minimum general aggregate liability coverage amount of two million dollars ($2,000,000.00);

9.1.2 An Automotive Insurance Policy covering each of the vehicles leased from the TOWN in the minimum combined single limit amount of one million dollars ($1,000,000.00);

9.1.3 Excess liability "umbrella" coverage in a minimum amount of four million dollars ($4,000,000.00) per occurrence and eight million dollars ($8,000,000.00) in the aggregate;

9.1.4 Employers' Liability Insurance in the minimum amount of one million dollars ($1,000,000.00) per accident or disease; and

9.1.5 A Workers Compensation Policy providing coverage for all members of the VFD in at least the minimum amount required by statute.

9.2 The TOWN shall be named as an additional insured on all required insurance policies (except for Worker's Compensation), and an endorsement reflecting this requirement shall be issued as part of any required policies. The VFD shall provide an original certificate of insurance to the TOWN as evidence that the above requirements have been met prior to commencing operations, and shall provide evidence of continued coverage prior to October 1st of each year of this Agreement or another date that is agreed to in writing by the Town Manager. The certificate of insurance shall state that the TOWN shall receive at least 30 days' written notice prior to any cancellation, nonrenewal 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 that event, the VFD shall be responsible for providing the TOWN written notice of any change in insurance coverage.

ARTICLE 10: TERM

10.1 The initial term of this Agreement shall be five (5) years, commencing on October 1, 2016 and ending on September 30, 2021 (the "**Initial Term**").

10.2 Upon the mutual consent of both parties, this Agreement may be renewed for one, three (3) year term, commencing on October 1, 2021 (the "**Renewal Term**").

ARTICLE 11: TERMINATION

11.1 Termination for Convenience: The VFD or the Town Commission may terminate this Agreement at any time without cause and at its sole discretion upon one hundred eighty (180) days advance written notice via certified letter to the other party.

11.2 Termination for Cause: The VFD or the Town Commission may terminate this Agreement upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice of the breach via certified letter to the other party.

11.3 Automatic Termination: To the extent permitted by law, termination shall occur automatically should the TOWN or VFD file or consent to the filing of a petition for reorganization or bankruptcy or become otherwise insolvent.

11.4 Transition Period: In the event of termination or expiration of this Agreement, the VFD and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the VFD to a TOWN fire department or other service provider and to maintain during such period of transition the same high quality of Fire Services as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of Fire Services at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such level of Fire Services, whichever occurs sooner. The consideration to be paid to the VFD during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by the VFD.

ARTICLE 12: SPECIFIC PERFORMANCE

Notwithstanding a party's right to terminate this Agreement as set forth in Article 11 above, if the TOWN or VFD fails to cure a material breach of this Agreement for a period of ten (10) days after receipt of a written, certified letter notice of such default from the other party, the party giving notice of default may, but shall not be required, to seek specific performance of this Agreement. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms contained therein. This article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available in law or equity.

ARTICLE 13: MISCELLANEOUS

13.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto 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.

13.2 Merger/Amendment: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or 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 change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

13.3 Assignment: The respective obligations of the parties set forth in this Agreement shall not be assigned or transferred, in whole or in part, except as expressly agreed to in writing by the TOWN.

13.4 Records and Reports:

13.4.1 Public Records: The VFD shall make available, at no charge, all records of building inspections, financial records, bank statements, payroll records, fire investigation records, and any other information or records created in connection with the services provided pursuant to this Agreement, or as defined as "public records" according to Florida law.

13.4.2 The VFD shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

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

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

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

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the VFD shall be delivered by the VFD to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by VFD 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 VFD shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

IF VFD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VFD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Tedraa@lauderdalebythesea-fl.gov or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

13.4.3 The VFD shall maintain and provide a monthly report to the Town Manager and Town Clerk detailing all calls for service and the staff roster responding to those calls within the TOWN Service Area.

13.4.4 The VFD shall be responsible for all State and Federal reporting requirements applicable to the Fire Services. The VFD shall submit to the Town Manager an annual audit conducted by an independent audit firm selected by the TOWN.

13.5 Recordation/Filing: The VFD, after approval of this Agreement by the governing body of the TOWN, and after the execution thereof by the duly qualified and authorized officers of each of the parties hereto, shall file this Agreement with the Clerk of Broward County, Florida, as required by Florida Statutes.

13.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.** The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

13.7 Severability: 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.

13.8 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For The Town of Lauderdale-By-The-Sea:

Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to:

Lauderdale-By-The-Sea Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Lauderdale-By-The-Sea Volunteer Fire Department:

President
Lauderdale-By-The-Sea Volunteer Fire Department
4513 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

13.11 Third Party Beneficiaries: Neither the TOWN nor the VFD intend that any person shall have a cause of action against either of them as a third party beneficiary under 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 is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.12 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 of this Agreement shall prevail and be given effect.

13.13 Compliance with Laws: The parties 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.

13.14 Conflicts: 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. 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.

13.15 Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TEDRA ALLEN, TOWN CLERK

TOWN OF
LAUDERDALE-BY-THE-SEA

BY: _____
SCOT SASSER, MAYOR

APPROVED AS TO FORM

SUSAN L. TREVARTHEN,
TOWN ATTORNEY

BY: _____
RALPH "BUD" BENTLEY,
TOWN MANAGER

BY: _____
LISA FUENTES,
FINANCE DIRECTOR

WITNESSES:

Signature

CHERYL D. LOUVARIS
Please Print Name

Signature

JUDSON HOPPING
Please Print Name

LAUDERDALE-BY-THE-SEA
VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____
Robert A. Karley, President

ATTEST:

SECRETARY

C26220- OP ID: JD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2016

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
VFIS of Florida
One South Ocean Blvd, Ste 310
Boca Raton, FL 33432
Volunteer Fireman's Ins Svcs

CONTACT NAME: Joanne Dedrick
PHONE (A/C, No, Ext): 800-233-1957 FAX (A/C, No): 800-729-8347
E-MAIL ADDRESS: jdedrick@vfis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Alternative	19720
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lauderdale By The Sea
Volunteer Fire Department
4513 Ocean Boulevard
Lauderdale B/the Se, FL 33308

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		VFIS-TR-2059028	10/01/2016	10/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	Prof Health Care						MED EXP (Any one person)	$ 5,000
	Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			VFIS-TR-2059028	10/01/2016	10/01/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured for General Liability per form VGL101.

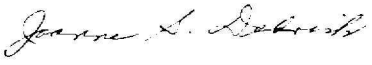
CERTIFICATE HOLDER

Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

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



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AG 2016-15

C26220- OP ID: JD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2016

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PRODUCER VFIS of Florida One South Ocean Blvd, Ste 310 Boca Raton, FL 33432 Volunteer Fireman's Ins Svcs	CONTACT NAME: Joanne Dedrick PHONE (A/C, No, Ext): 800-233-1957 FAX (A/C, No): 800-729-8347 E-MAIL ADDRESS: jdedrick@vfis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American Alternative — 19720
INSURED Lauderdale By The Sea Volunteer Fire Department 4513 Ocean Boulevard Lauderdale B/the Se, FL 33308	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	CLAIMS-MADE X OCCUR	X		VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 1,000,000
	Prof Health Care						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			VFIS-TR-2059028	10/01/2016	10/01/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured for General Liability per form VGL101.

CERTIFICATE HOLDER	CANCELLATION
Town of Lauderdale-by-the-Sea 4501 Ocean Drive Lauderdale-by-the-Sea, FL 33308	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 Joanne L. Dedrick

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AMENDMENT TO FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT

This **AMENDMENT** is made between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (the "Town") and **LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, INC.,** a Florida corporation (the "VFD").

WHEREAS, on September 26, 2016, the Town entered into an agreement with VFD for the provision of fire protection and fire prevention services by the VFD within the municipal boundaries of the Town (the "Agreement"); and

WHEREAS, the Agreement has a five-year term, and was set to expire on September 30, 2021; and

WHEREAS, on September 28, 2021, the Interim Town Manager extended the Agreement for 90 days in accordance with Section III.L of the Town Purchasing Manual; and

WHEREAS, the Town contracted with Matrix Consulting Group LTD to conduct an operational audit of the VFD; and

WHEREAS, on September 20, 2021, the Town received a draft report of the audit findings (the "Findings"); and

WHEREAS, the Town wishes to implement the Findings with VFD; and

WHEREAS, the Agreement provides for one, three-year renewal term, however, the parties wish to renew the Agreement for one year, while the parties explore and implement the Findings; and

WHEREAS, the parties desire to amend the Agreement to provide for a one-year renewal term, and to renew the Agreement for a one-year term.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and, in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. **Recitals.** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Amendment.

2. **Amendment.** That Article 10 of the Agreement is hereby amended to read as follows:

10.2 Upon mutual consent of both parties, this Agreement may be renewed for one, ~~three (3)~~ one-year term, commencing on ~~October~~ December 1, 2021 (the "Renewal Term").

3. **Renewal.** The Agreement is hereby renewed for a one-year term commencing on December 1, 2021 and ending on November 30, 2022.

4. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein.

5. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

6. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-by-the-Sea, signing by and through its Interim Town Manager, authorized to execute same, and by the duly authorized representative of the Licensee, to execute same.

FOR TOWN:

ATTEST:

_____
Tedra Allen
Town Clerk

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors
Town Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Lauderdale-By-The-Sea only:

_____
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

FOR VFD:

WITNESS:

By: _____

Print Name: _____

Title: _____

LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Print Name: _____

Title: _____

Dated: _____

Agenda Item No: 16.f

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Neysa Herrera, Assistant to the Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2021-69. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE **(Exhibit 1)**

Explanation: Florida Statute Sections 509.032(7) and 509.242(1)(c) provide that local laws, ordinances, or regulations may not prohibit vacation rentals or regulate the duration and frequency of rental of vacation rentals of four or fewer dwelling units. In 2009, prior to the adoption of the statutory preemption, the Town Commission adopted regulations to address vacation rental uses, finding that vacation rentals have unmitigatable adverse impacts on surrounding neighborhoods including, but not limited to, increased noise, garbage, litter and traffic changes to the private residential character of the neighborhood, the uncertainty and instability of the identity of the occupants of neighboring properties, a decline in the shared sense of community, and increased demands on water and wastewater, and on code enforcement, police, fire and emergency services.

Maintenance of the character and integrity of residential neighborhoods is an essential local government purpose implemented through local zoning regulations, representing a substantial local governmental interest. Short rental periods of a few days to transient occupants is a use that is more commercial in nature, that is best accommodated by uses other than single family and low-intensity multi-family residential development. Local government regulation of vacation rentals protects visitors and surrounding residents throughout Florida.

Resolution 2021-69 urges the State Administration and Florida Legislature to oppose legislative changes prohibiting the local regulation of vacation rentals. While bills have already been filed for the 2022 Legislative Session on this topic, our experience over the past several years is that multiple bills and amendments will be filed throughout the Session, some supportive of local power to regulate and others preemptive of that power. Therefore, as we have done in recent years, the Resolution is worded more generally to express our support for the principle of local regulation, rather than being tied to a particular bill.

This Resolution will be distributed to Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida League of Cities, and other appropriate parties.

Recommendation: Adopt Resolution 2021-69

Attachments: Exhibit 1 – Resolution 2021- 69

RESOLUTION NO. 2021-69

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Sections 509.032(7) and 509.242(1)(c) provide that local laws, ordinances, or regulations may not prohibit vacation rentals or regulate the duration and frequency of rental of vacation rentals of four or fewer dwelling units; and

WHEREAS, the Town Commission, finding that vacation rentals have unmitigable adverse impacts on surrounding neighborhoods including, but not limited to, increased noise, garbage, litter and traffic changes to the private residential character of the neighborhood, the uncertainty and instability of the identity of the occupants of neighboring properties, a decline in the shared sense of community, and increased demands on water and wastewater, and on code enforcement, police, fire and emergency services, adopted regulations to address vacation rental uses in 2009, prior to the adoption of the statutory preemption; and

WHEREAS, maintenance of the character and integrity of residential neighborhoods is an essential local government purpose implemented through local zoning regulations, representing a substantial local governmental interest; and

WHEREAS, short rental periods of a few days to transient occupants is a use that is more commercial in nature, that is best accommodated by uses other than single family and low-intensity multi-family residential development; and

WHEREAS, local government regulation of vacation rentals protects visitors and surrounding residents throughout Florida; and

WHEREAS, the Town Commission finds it to be in the best interest of the residents of the Town to oppose, and urge the Florida Legislature and the Governor to oppose, any legislation which infringes on local governments' home rule authority or in any way restricts local government's ability to regulate vacation rental uses within their neighborhoods – a uniquely local function.

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. **Finding**. The Town Commission finds:

1. That the use of residential properties for transient vacation rental occupancy has had profound and negative impacts on the character and stability of our residential neighborhoods; and
2. That regulation of land use issues, particularly at the local neighborhood level, is a function best suited to the local governments who are uniquely situated to understand the individual and collective needs of their residents; and

Section 3. Commission Action Opposing Legislation Infringing on Home Rule Authority. The Town Commission urges the State Administration and Florida Legislature to oppose any legislation which infringes on local governments' home rule authority or in any way restricts local government's ability to regulate vacation rental uses within their neighborhoods.

Section 4. **Distribution**. The Town Clerk is directed to distribute this Resolution to the Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida League of Cities, the Florida Association of Counties, the Florida City County Management Association, Board of County Commissioners for Broward County, the Broward County League of Cities, the Broward Legislative Delegation, and each of the municipalities in Broward County.

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

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

PASSED AND ADOPTED this _____ day of November, 2021.

_____
Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.g

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Neysa Herrera, Assistant to the Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: In August 2017, the Town issued Request for Proposal No. 170701 for Lobbyist Services ("RFP"). In September 2017, the Town Commission selected Ericks Consultants, Inc. ("Ericks") to provide lobbyist services to secure funding for the Palm Club Sewer System Project. On September 29, 2017, the Town and Ericks entered into an agreement for Lobbyist Services pursuant to the RFP, which expired on September 29, 2019. In October 2019, the Town entered into a new agreement with Ericks under the same terms and conditions of the original agreement and also exercised its one-year contract renewal option, which expired on October 30, 2021.

During the September 13, 2021, First Budget Hearing, the Town Commission expressed its desire to continue to utilize Ericks for lobbyist services and representation before the Florida Legislature. Pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town **(Exhibit 2 - September 13th First Budget Hearing Minutes).**

Ericks has been providing services additional to the scope for which they were hired in 2017 and staff would like to formalize this arrangement into the attached agreement, with a term effective retroactively to November 1, 2021, and expiring on June 30, 2023, to coincide with the State's Legislative and Budget cycles. The contract is in an amount not to exceed $50,000, to be paid in monthly payments of $2,500. The Town Manager will have the option to renew the agreement for an additional one-year term commencing on July 1, 2023 and ending on June 30, 2024 **(Exhibit 3)**.

This agreement requires Ericks to provide the following services:

1. **Intergovernmental Relations:** Professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within Town's state legislative program, assigned executive branch projects, and other issues or projects of the Town as assigned by the Town.

2. **Grant Funding and Appropriations:** Consultant shall identify grant opportunities and pursue legislative appropriations including, but not limited to, septic-to-sewer, fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program ("FRDAP"), beautification grants, public safety, environmental, and any other needs or opportunities that present themselves.

3. **Agency Liaison:** Consultant shall facilitate communication and coordinate meetings and activities for the Town with key contacts throughout nearly all governmental agencies the Town may need to interact with as needs arise.

4. **Communication:** Consultant will continue to provide, at a minimum, weekly written status reports aligned with the Town's priorities during state legislative sessions and other written status reports during non-session months to the Town Manager. This includes more frequent reports as necessary on specific bills identified as having direct impact on the Town.

At the September 13th Budget Hearing, Commissioner Strauss requested to have quantification from the benefits the Town is getting from Ericks' funding acquisition attempts. In response to Commissioner Strauss' request, Ericks provided a list of accomplishments attached to this agenda item **(Exhibit 4)**.

Recommendation: Adopt Resolution 2021-70, approving, and authorizing the Town Manager to execute an Agreement for Consulting Services with Ericks Consultants, Inc.

Attachments:
Exhibit 1 – Resolution 2021- 70
Exhibit 2 – September 13th First Budget Hearing Minutes
Exhibit 3 – Agreement with Ericks Consultants, Inc.
Exhibit 4 – Ericks Consultants' List of Accomplishments

RESOLUTION NO. 2021-70

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Ericks Consultants, Inc. ("Ericks") has provided lobbyist services for the Town related to securing funding for the Palm Club Sewer System Project; and

WHEREAS, Ericks is familiar with the Town and its needs, and has been providing satisfactory services for the Town; and

WHEREAS, the Town wishes to enter into a new agreement with Ericks, effective retroactively to November 1, 2021 through June 30, 2023, for general lobbyist services for the Town in an amount not to exceed $50,000 (the "Agreement"); and

WHEREAS, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve Agreement with Ericks and authorize the Town Manager to execute the Agreement.

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

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

Section 2. Competitive Solicitation Exempt. The Town Commission finds the Agreement between the Town and Ericks for lobbyist services is in the best interests of the Town

and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services

Section 3. **Agreement Approved**. The Agreement with Ericks Consultants, Inc. for lobbyist services, attached hereto as Exhibit "A," is hereby approved.

Section 4. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with Ericks for Lobbyist Services in an amount not to exceed $50,000, in substantial conformity with the attached Exhibit "A," together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the 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 _____ day of November, 2021.

_____

Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
1ST PUBLIC BUDGET HEARING MINUTES
MONDAY, SEPTEMBER 13, 2021
6:00 P.M.

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:00 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Acting Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE

3. PRESENTATION

a. Florida Fish and Wildlife and Force Blue Marine Monitoring Event

This Item was rescheduled for the regular Commission meeting.

4. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Bill Ciani, resident, expressed concern with the loss of Downtown parking spaces in order to provide more outdoor seating for restaurants. He pointed out that his tenants in the Downtown area depend upon these parking spaces for their businesses. He requested an independent study by a consultant before making any of the proposed changes for Downtown.

Barbara Cole, resident, requested clarification of the changes in the revised budget. She asked that the search for a permanent Town Manager be reflected in the budget, and that the Commission discuss what will be eliminated under the rolled back millage rate. She also questioned the use of taxpayer money for charitable donations, increases for the Visitor Center, and proposed salary increases for the Commission.

Candice Ericks, representing advocacy team Ericks Consulting, noted that the Town's legislative efforts are not reflected in the proposed budget for fiscal year (FY) 2021-2022. She emphasized that the coming fiscal year is an election year, in which more funds are typically allocated for municipal projects and grant programs.

Lauren Jackson, also representing Ericks Consulting, advised that the financial outlook and political climate are both positive for the pursuit of grant projects in FY 2021-2022.

Ken Brenner, resident, stated that residences make up 97.9% of all taxable parcels in Lauderdale-By-The-Sea and pay approximately 82.87% of the annual budget. He recommended that a fire study be done to implement a more equitable method. He urged the Commission to distribute COVID-19 relief funds to those who need them most.

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

5. **RESOLUTIONS**

a. **Resolution 2021-47 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE FINAL FIRE ASSESSMENT RATE ON PROPERTY THAT IS SPECIALLY BENEFITED BY FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; CONFIRMING THE FINAL ASSESSMENT ROLLS AND LEVYING SUCH SPECIAL ASSESSMENTS.**

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

Commissioner Malkoon made a motion, seconded by Commissioner Sokolow, to adopt Resolution 2021-47. Motion carried 5-0.

b. **Resolution 2021-48 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE PROPOSED TOWN AD VALOREM TAX MILLAGE RATE AT 3.3923 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 0% ABOVE THE BACK MILLAGE RATE OF 3.3923 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2021 TAX YEAR; ANNOUNCING THE**

SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Ron Piersante, resident, recalled that Staff was directed to prepare a revised budget that would reduce Town expenses by approximately $285,000. He noted that these funds could have been used toward public needs, and added that the Town already has one of the lowest millage rates in Broward County. He concluded that residents will save approximately $30 due to this reduction.

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

Commissioner Sokolow requested a recap of the $285,000 taken from the budget. Interim Town Manager Linda Connors noted that p.19 of the Commissioners' backup materials lists some of these eliminated items, which include:

- Some training in all Departments
- Phase 2 of the Comprehensive Plan is postponed until FY 2022-2023
- New ATV to replace an existing vehicle
- Funds for two new Town events as well as assistance to the Farmers' Market
- New Year's Eve celebration funds to assist businesses with additional security
- Postponement of some capital improvements until a later date
- Improvements/repairs to beach portals
- Drainage repairs on Bougainvillea Drive
- Canal dredging extended from two years to three years
- Reduced Palm Club septic to sewer funds
- Reduced funds for Codrington Drive improvements
- Postpone the replacement of floors in Town Hall

Commissioner Strauss noted that these items can be brought back upon request, and monies to pay for them obtained through other means over the next year. He pointed out that reserve funds are available if needed. He concluded that he was comfortable standing by the proposed rolled back millage rate, and that the funds saved for households served as an important gesture to residents.

Mayor Vincent requested additional information on the Town's contractual obligation to Ericks Consulting. Interim Town Manager Connors replied that the Town did not budget funds under either the original proposed millage rate or the current rolled back rate for

ongoing advocacy services. Ericks Consulting was originally hired to address needs for the Palm Club project at a cost of $30,000.

Mayor Vincent felt it was extremely important to retain a political consultant, as otherwise they would have no representation in Tallahassee when needed. He recommended that this contract be continued past its current expiration date.

Vice Mayor Oldaker agreed with the Mayor's concerns regarding political representation, and pointed out that this illustrated one of his concerns with adopting the rolled back millage rate: if the contract is added back into the budget, other cuts will need to be made.

Commissioner Malkoon requested clarification of the scope of Ericks Consulting's work. Interim Town Manager Connors replied that the original contract, which has been in effect for the past three years, covered appropriations. The consultant has expanded these services to include updates on activity during Florida legislative sessions. The budget prepared for the previously proposed millage rate included $30,000 for a grant writer as well as for a lobbyist, which provided some flexibility through which the Town could apply for grant funding.

Interim Town Manager Connors advised that the Town may wish to negotiate a lesser contract with Ericks Consulting, as they are not asking for appropriations linked to a specific project at this time. Commissioner Malkoon confirmed that he would be in favor of using a portion of the funds allocated to grant writing.

Mayor Vincent commented that the Town currently has a strategic plan budget of approximately $35,000, which he did not feel was necessary, as the Town updates its Action Plan annually. He felt these funds could be used toward maintaining a consultant.

Mayor Vincent continued that the budget reflects a $10,000 contract for administrative services for the Development Services Department, and requested clarification of this line item. Interim Town Manager Connors replied that while no new contractors were added to the FY 2021-2022 budget, the $10,000 would go toward the administration of business tax receipts (BTRs), which are overseen by Development Services. As no new employee was retained to help with the processing of BTRs, funds were set aside to hire contractual employees who can assist Staff at a reasonable rate with no benefits. This expense has been reduced from its original $30,000 in order to identify savings to accommodate the rolled back rate.

Commissioner Strauss asked if the Town has received a net benefit from the retention of Ericks Consulting that could quantify the firm's costs. Interim Town Manager Connors advised that the Town has spent $30,000 each year over three years. The intent upon their retention was to receive state funds to allocate to the Palm Club project. While this effort was not 100% successful, the Town expects to receive roughly $100,000 from the County as well as from Pompano Beach but this has not yet been finalized.

Commissioner Strauss concluded that he also felt it was important to retain representation in Tallahassee, although he would like to see quantification of the Town's benefits from this advocacy. Interim Town Manager Connors further clarified that with the state and County receiving relief funds, it may be more likely for the Town to receive both state and County funds.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to adopt Resolution 2021-048, setting the millage rate at 3.3923 for the fiscal year 2021-2022 and establishing the second public hearing to consider adoption of the final millage rate and budget. Motion carried 4-1 (Vice Mayor Oldaker dissenting).

c. **Resolution 2021-49 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE TOWN BUDGET FOR THE 2021/2022 FISCAL YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL TOWN BUDGET FOR THE 2021/2022 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.**

Interim Town Manager Connors explained that Staff has prepared an overview of the budget process for the general public. She described the process as ongoing collaboration throughout the year by all Departments. This year's budget includes summary worksheets for the Commissioners, as well as "bottom line" numbers for each line item.

Director of Finance and Budget Lucila Lang noted that the Town's budget is comprised of several different funds, including Building, Sewer, Fire, Parking, General, and Capital Projects. Some of these are discretionary, while others, such as the Building, Sewer, and Fire Funds, are paid for entirely through their assessments. Most of the money received for the Town's budget is in the General Fund. The budget also includes donations, which increased significantly this year.

Vice Mayor Oldaker addressed donations, suggesting that in the future the Commission review its procedure for placing charitable or nonprofit organizations on the list. He recommended a more structured approach to donations in subsequent years, as well as placing a possible cap on the amount the Town can give. Another option is giving the Town Manager discretion regarding some of these funds in the future.

Commissioner Sokolow noted that the Commission has made it clear that they would like to retain Ericks Consulting for another year, and the budget is sufficiently flexible that funds can be identified for this purpose without great difficulty. Regarding donations, he pointed out that a number of organizations have made presentations to the Commission to show the services they provide to Town residents. He did not, however, feel donations should be significantly changed at this point. He proposed approving the budget in total, with a request that before the second public hearing Staff reallocate funds to reflect this evening's discussion.

Mayor Vincent advised that the Town's budget is prepared to reflect 95% collection of ad valorem taxes; when additional funds are collected each year, this provides an amount that is roughly equal to the amount trimmed from the budget under the rolled back rate. He acknowledged that some of the COVID-19 funds the Town expects to receive will be regulated so they cannot be used for all purposes.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to adopt Resolution 2021-49 approving the tentative budget (including funds to be allocated to Ericks Consulting). Motion carried 5-0.

It was noted that the next public budget and millage rate hearing is scheduled for September 28, 2021 at 6 p.m.

6. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:53 p.m.

_____

Mayor Chris Vincent

Lauderdale-By-The-Sea
First Public Budget Hearing
September 13, 2021

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Town of Lauderdale-By-The-Sea

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Lobbyist Services, made and entered into this ___ day of November 2021, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Ericks Consultants, Inc. a Florida corporation (the "Consultant").

WITNESSETH:

WHEREAS, on September 29, 2017, the Town and Consultant entered into an agreement for lobbyist services pursuant to Request for Proposal No. 170701, specifically related to securing funding for the Palm Club Sewer System Project (the "2017 Agreement"); and

WHEREAS, Consultant has been providing services to the Town outside the scope of the 2017 Agreement; and

WHEREAS, Consultant is familiar with the Town and its needs and has been providing satisfactory services for the Town; and

WHEREAS, the parties desire to entire into an agreement for general lobbying services; and

WHEREAS, on November 9, 2021, the Town Commission adopted Resolution No. ___, finding, pursuant to Section IV.D of the Purchasing Manual, that an agreement with the Consultant is in the best interest of the Town and approving this Agreement with the Consultant.

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall perform the services described herein and as described in the Consultant's Proposal, attached hereto and incorporated herein as **Exhibit "A."** The services required by **Exhibit "A"** and this Agreement shall be collectively referred to as "Services."

Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the services required hereunder. The location of the services shall be at determined by the Consultant.

2. Term. This Agreement shall be effective retroactively as of November 1, 2021 and shall terminate on June 30, 2023. The Town Manager may renew this Agreement, in her sole discretion, for an optional one (1) year term, on the same terms and conditions, except that compensation shall be mutually agreed to by the parties.

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. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. The Town shall compensate the Consultant a total amount not to exceed $50,000, which shall be paid in monthly payments of $2,500.

Consultant shall provide Town an invoice of $2,500 once per month together with a summary description of the services provided, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. 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.

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

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

For the Town:	Town Manager Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308
With a copy to:	Town Attorney Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, FL 33308
For The Consultant:	Candice Ericks, Managing Partner Ericks Consultants, Inc. 205 S. Adams Street Tallahassee, Florida 32301

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

10. Insurance. Consultant shall provide evidence of its exemption from the requirement to carry worker's compensation and shall carry the following types and limits of 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; $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. The Town shall be named as an additional insured. No other insurance is required for this Agreement.

11. 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.

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

13. Independent Consultant. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant is an independent Consultant under this Agreement. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

14. Chapter 119 (Public Records). Consultant 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Town.

d. Upon completion or earlier termination of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

14.1. REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Consultant of the request, and the Consultant must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.

(b) If Consultant does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Agreement.

(c) A Consultant who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10.

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

15. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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

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

18. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. 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. Section 2-25 of the Town Code provides that 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.

19. Scrutinized Companies

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. 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.

22. 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.

Town of Lauderdale-By-The-Sea

AGREEMENT FOR CONSULTING SERVICES

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

TOWN:	CONSULTANT:
TOWN OF LAUDERDALE-BY-THE-SEA	ERICKS CONSULTANTS, INC.
By: _____ Linda Connors, Town Manager	By: _____ Candice Ericks, Managing Partner

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea

AGREEMENT FOR CONSULTING SERVICES

EXHIBIT "A"

The following is a summary of services that Consultant will provide to the Town:

1. **Intergovernmental Relations:** Consultant shall provide a full range of professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within Town's state legislative program, assigned executive branch projects, and other issues or projects of the Town as assigned by the Town. Consultant will cover and report on all developments and proposals that may impact the Town during the Legislative Session, interim committee weeks, and throughout the year. This includes bill tracking, committee reports, rulemaking, press conferences, emergency orders, funding packages, revenue estimates, and other events at the Federal, state, regional, and county levels. During the Legislative Session and committee weeks, Consultant acts as an extension of the Town in Tallahassee and continuously monitor all proposals and discussions for impacts to the Town. Consultant shall stay current on all legislative developments affecting local governments in Florida. Consultant will work side-by-side with the Florida League of Cities during the Legislative Session and highly-active members of the Florida Association of Intergovernmental Relations meetings in Tallahassee. At the County level, Consultant monitors all Commission meetings, and funding opportunities. Consultant shall consult with the Town Manager and administrative staff, and such other persons designated by staff regarding any legislative or executive matter that may impact the Town and take any necessary action, as determined by the Town.

2. **Grant funding and appropriations:** Consultant shall identify grant opportunities and pursue legislative appropriations including, but not limited to, septic-to-sewer, fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program ("FRDAP"), beautification grants, public safety, environmental, and any other needs or opportunities that present themselves. As septic-to-sewer funding remains a primary issue for the Town, Consultant has worked continuously with Representative LaMarca since his final terms as the Broward County Commissioner for District 4 to secure additional funding for Palm Club. Consultant will continue to work with the Department of Environmental Protection ("DEP") throughout the interim on new grant opportunities. Consultant not only monitor for grant opportunities but maintain a dialogue with various agencies on potential opportunities- including with DEP, the Department of Economic Opportunity, the Department of Financial Services, the Governor's Office, and more. Consultant will further maintain contact with the agencies to advise staff as needed throughout the grant application process. For legislative appropriations requests, Consultant advises on potential projects, work to secure sponsors, coordinate and advise on applications, and provide critical support to our sponsors throughout the entire process until the budget is signed. Consultant will also continue to advocate for funding priorities that reflect the Town's agenda at both the state and local levels, notify the Town of grant opportunities, help communicate with agencies overseeing grant programs, and work to strengthen those programs that can provide benefit and relief.

3. **Agency Liaison**: Consultant continuously cultivates and maintains close, trust-based relationships with key contacts throughout nearly all governmental agencies the Town may need to interact with. Consultant not only facilitates communication and coordinates meetings and activities for the Town with these agencies as needs arise, but we also help to strengthen and build the Town's own beneficial relationships. Examples include working with the Legislature, Governor's Office, County Commission and Administration, the Department of Environmental Protection, the Department of Economic Opportunity, as well as other opportunities outside the normal scope of legislative affairs that may benefit the Town. Consultant believes our relationships are the greatest asset we offer and the longer we continue to serve the Town the more those contacts identify us as a resource for the Town allowing us to work more proactively.

4. **Communication:** Consultant will continue to provide, at a minimum, weekly written status reports aligned with the Town's priorities during state legislative sessions and other written status reports during non-session months to the Town Manager. This includes more frequent reports as necessary on specific bills identified as having direct impact on the Town.

Within Scope

Palm Club Septic-to-Sewer: Ericks Consulting, Inc. worked with Rep. LaMarca to secure a commitment of a total of $300,000 in local funding from the County and City of Pompano Beach. Ericks has continuously worked with the Department of Environmental Protection (DEP) and the Department of Employment Opportunity (DEO) on identifying funding sources and building awareness for the project both with state agencies and key chairs of appropriations committees.

Outside of Scope

Ericks Consulting, Inc. has kept Town officials and administration updated on important state and local developments: We provide regular updates on grant opportunities, pending legislation, and state/local policies relevant to the Town including: reports on the Legislative Session, provided weekly during Session and throughout the interim; reports on relevant rulemaking workshops (such as DEP model turtle lighting ordinance); reports on grant opportunities (such as DEO Rebuild Florida Mitigation Grants and DEP's Resilient Coastline/Resiliency grants); and local developments (such as County actions and surtax plan developments). We also provided near-daily updates on both state and local actions related to lockdowns, reopening guidelines, response and mitigation during the 2020 waves of the COVID-19 pandemic.

Lauderdale-by-the-Sea Pier: Candice worked with Congressman Deutch's office each week for six months to expedite federal agency review of permits for the repair of the Lauderdale-by-the-Sea Pier property.

Additional:

- Facilitated a meeting with the Marine Industries of South Florida with Vice Mayor Oldaker focusing on boating safety and education. Have plans in the works to continue to work alongside the Marine Industry, DEP and law enforcement to address the Vice Mayor's concerns.

Agenda Item No: 17.h

Town Commission Agenda Item Report

Meeting Date: November 9, 2021
Submitted By: Ken Rubach, Director of Public Works
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-71 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF SOLAR RECTANGULAR RAPID-FLASHING BEACONS AND IN ROAD WARNING LIGHT SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Explanation: As part of the final phase of the A1A/Hibiscus Crosswalk Project (the "Project"), the Florida Department of Transportation ("FDOT") requires that the Town execute a Maintenance Memorandum of Agreement ("MMOA") between the Town and the Florida Department of Transportation. This is a customary process since the Town is liable for the work since our contractor (Killowatt) will perform the installation of the Project (scheduled to begin on 11/10) and we will accept responsibility for maintenance associated with the Project moving forward.

A resolution **(Exhibit 1)** is required as part of the MMOA process acknowledging these maintenance responsibilities and authorizing the Town Manager to execute the MMOA on the Town's behalf.

Recommendation: Approve Resolution 2021-71 approving, and authorizing the Town Manager to execute, the MMOA with FDOT.

Attachments: Exhibit 1 – MMOA Document
Exhibit 2 – Resolution 2021-71

SECTION No: 86050
PERMIT No: 2021-C-491-00008
COUNTY: Broward
S.R. No: A1A

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)

THIS AGREEMENT, made and entered into on _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** a component agency of the State of Florida hereinafter called the **DEPARTMENT, and TWON OF LAUDERDALE BY THE SEA,** a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY.**

WITNESSETH

WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A; and

WHEREAS, the **AGENCY** seeks to install and have maintained by the **AGENCY** certain highway and pedestrian **IMPROVEMENTS,** specifically replacing the existing crosswalk signs at the SR-A1A/Hibiscus Avenue intersection with solar Rectangular Rapid-Flashing Beacon (RRFB) setup and adding fourteen (14) in-ground LED flashers, within the right-of-way of State Road A1A as described within **Exhibit A (Project Location, Description and Location Map),** within the corporate limits of the **AGENCY;** and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the **IMPROVEMENTS** constructed within the project limits under **Permit Number 2021-C-491-00008**, along SR A1A at the SW corner of Hibiscus Ave to SE corner of Hibiscus Ave at Mile Post (M.P.) 6.664, as detailed within **Exhibit A.**

WHEREAS, the Project involves the scope of work as described within **Exhibit A** and **Exhibit B** (Construction Plans), which will benefit the **AGENCY;** and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party: and

WHEREAS the **AGENCY** by Resolution Number_____ entered into this date _____ attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other. the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FCILITIES

The **AGENCY** shall construct under **Permit No.: 2021-C-491-00008** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B,** which will benefit the **AGENCY.** The **AGENCY** agrees to maintain the **IMPROVEMENTS** described herein as: replacing the existing crosswalk signs at

the SR-A1A/Hibiscus Avenue intersection with solar Rectangular Rapid-Flashing Beacon (RRFB) setup and adding fourteen (14) in-ground LED flashers, as described within **Exhibit A** and **Exhibit B,** within the corporate limits of the **AGENCY;** and

a) All activities, including the **IMPROVEMENTS** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control* (MUTCD) and FDOT *Traffic Control through Work Zones.*

b) The most current edition of *FDOT Standard Plans* (Sight Distance at Intersections) must be adhered to.

c) Lateral Offsets as specified in the *FDOT Plans Preparation Manual,* Volume 1, Chapters 2 and 4 must be adhered to.

d) **IMPROVEMENTS** shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)

e) The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Ave., Ft. Lauderdale, Florida 33309, (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the pedestrian **IMPROVEMENTS.**

f) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the pedestrian **IMPROVEMENTS.** The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (e) shall also be notified.

g) The **AGENCY shall** be responsible to clear all utilities within the improvement limits before construction commences.

3. MAINTENANCE OF FACILITIES

It is understood and agreed by the parties that upon completion of the project, the **AGENCY** shall be responsible for maintenance of the **IMPROVEMENTS** in accordance with **DEPARTMENT** Procedures, Standards and Specifications. In the event of a conflict between documents, standards, and procedures the more stringent shall apply; Maintenance will include inspection, repair, restoration, replacement and general maintenance of the **IMPROVEMENTS**. Maintenance shall also include the following:

a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA") of 1990, as currently enacted or as may be amended from time to time.

b) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection

findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination, The **AGENCY** shall not change or deviate from the **AGENCY's** approved Maintenance Plan as referenced in **Exhibit C** (Maintenance Plan Requirements) without written approval from the **DEPARTMENT**.

c) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a result of installing and maintaining the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

d) It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY,** the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended. (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD) and (f) Maintenance Rating Program (MRP).

e) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT.**

f) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

g) Any work impacting traffic flow on A1A or adjacent state roadways must be coordinated with the **DEPARTMENT.** Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENTS** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCES

a) If at any time while the terms of this **AGREEMENT** are in effect it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s). by sending a certified letter to the **AGENCY**, in care of the **TWON OF LAUDERDALE BY THE SEA, CITY MANAGER**. to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied deficiency or deficiencies are not corrected within the time period the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items.

b) The **DEPARTMENT** may repair any item or a number of items corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.

c) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel The actual cost for such work will be charged to the **AGENCY**.

d) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

e) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove within the limits of the **DEPARTMENTS** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel all of the **IMPROVEMENTS** installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

a) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT.** The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

b) The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate.

c) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

d) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **IMPROVEMENT**S installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions

a) By the **DEPARMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

b) By the **DEPARMENT,** for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119. Florida Statutes and made or received by the **AGENCY** in conjunction with this Agreement.

c) By the **DEPARTMENT,** within a six (6) month written notice.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of

$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. **ENTIRE AGREEMENT**

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the construction agreement 2021-C-491-00008.

12. **EXPENDITURE OF MONEY**

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in

excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and **IN WITNESS OF THE FOREGOING,** the parties have set their hands and seals the day and year first above written.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT.**

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

Town of Lauderdale-By-The-Sea
4501 N. Ocean Dr.
Lauderdale-By-The-Sea, FL 333308

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans
Exhibit C: Maintenance Plan Requirements

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY

Lauderdale by the Sea, a municipal
Corporation of the State of Florida

By: _____ **Date:** _____
Linda Connors Interim Town Manager

ATTEST:

_____ **Date:** _____
Tedra Allen, Town Clerk

Approved as to form

_____ **Date** _____
Susan L. Trevarthen Town Attorney

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Sign: _____

Dawn Raduano, District General Counsel

Date: _____

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the Town of Lauderdale by the Sea in Broward County, Florida along SR A1A at the SW corner of Hibiscus Ave to SE corner of Hibiscus Ave at M.P 6.664

II. Description

The scope of service consists of replacing the existing crosswalk signs at the SR-A1A/Hibiscus Avenue intersection with solar Rectangular Rapid-Flashing Beacon (RRFB) setup and adding fourteen (14) in-ground LED flashers.

III. Aerial

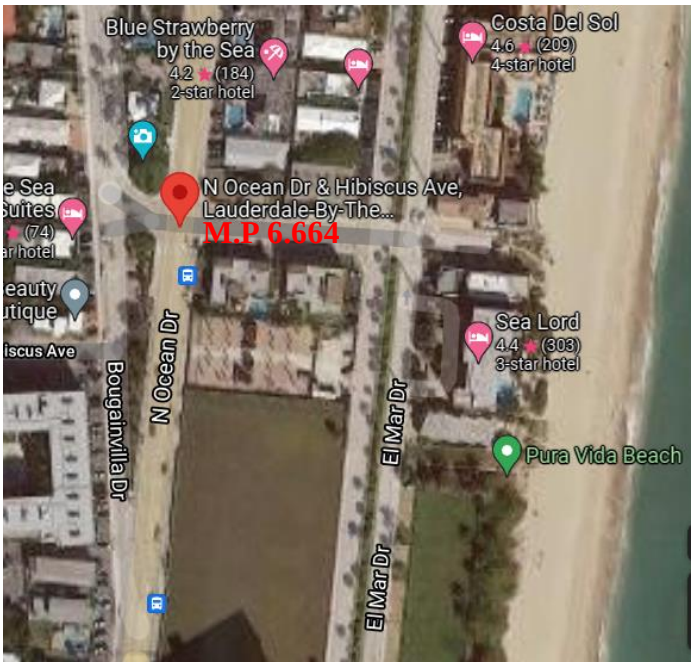


EXHIBIT B

PLANS

Plans by Thuha T. Nguyen, PE, Via Planning, Inc. dated July 07, 2021 as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	1	KEY SHEET
14	2	GENERAL NOTES
15	3	CROSSWALK NOTES
16-23	4 THRU 11	GENERAL DATALIS

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CONTRACT PLANS COMPONENTS
CROSSWALK IMPROVEMENT PLAN

LAUDERDALE-BY-THE-SEA

A1A AND HIBISCUS AVE CROSSWALK IMPROVEMENT

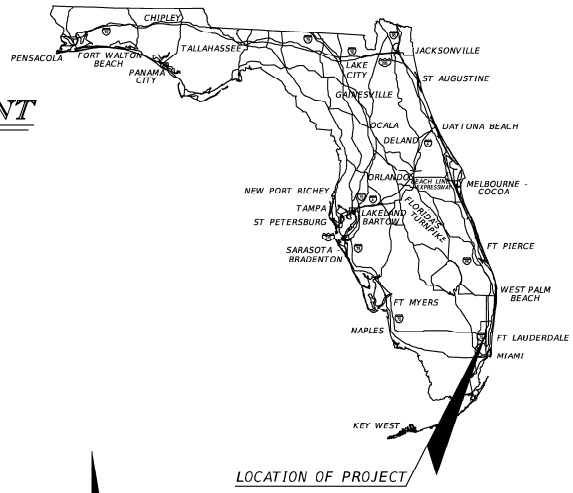
SOUTH OF HIBISCUS AVE

BROWARD COUNTY

STATE ROAD NO. A1A
CROSSWALK IMPROVEMENT PLAN

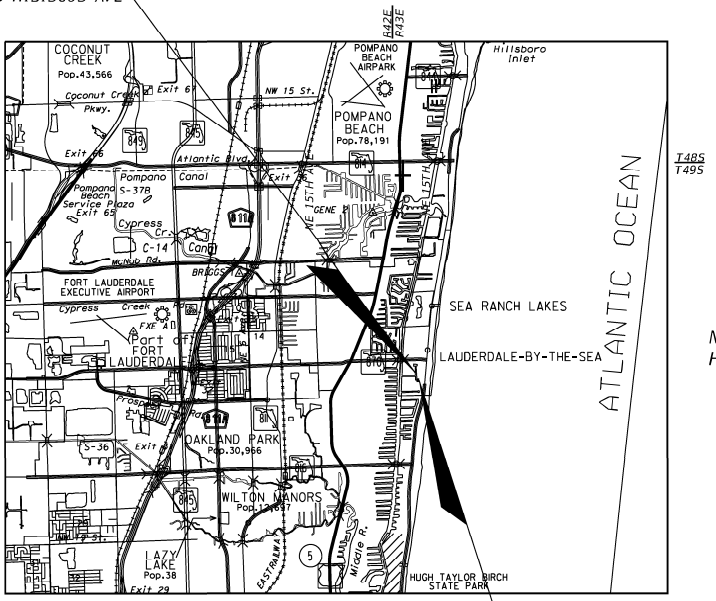
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION.
1	KEY SHEET
2	GENERAL NOTES
3	CROSSWALK IMPROVEMENT PLAN
4 THRU 11	GENERAL DETAILS



LOCATION OF PROJECT

BEGIN PROJECT
SW CORNER OF SR A1A AND HIBISCUS AVE



END PROJECT
SE CORNER OF SR A1A AND HIBISCUS AVE

N

0 200 1000
Feet

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: IR FY 2021-22

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, 2021 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PLANS PREPARED BY:

VIA PLANNING, INC.
2101 WEST COMMERCIAL BLVD.,
SUITE 3200
FORT LAUDERDALE, FL 33309
TEL: 954-560-5251

ENGINEER OF RECORD:
THUHA T. NGUYEN, P.E., PTOE
P.E. NUMBER 74050

THUHA T NGUYEN LICENSE No. 74050 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Thuha T Nguyen
Date: 2021.07.07 10:09:10 -04'00'

DATE	REVISIONS

BCTED NOTE:
BROWARD COUNTY EXCLUDED A REVIEW OR ACCEPTANCE OF THE DESIGN AND OPERATION OF THE PROJECT, INCLUDING MID-BLOCK CROSSWALKS, IN-ROAD LIGHTING AND THE RECTANGULAR RAPID FLASHING BEACONS, AND ALL RELATED PAVEMENT MARKINGS AND SIGNANGE.

FISCAL YEAR	SHEET NO.
21	1

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SIGNING AND PAVEMENT MARKING GENERAL NOTES:

1. THE SIGN LOCATIONS SHOWN ARE APPROXIMATE AND REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
2. RRFB SHALL INCLUDE AN AUDIBLE WARNING MESSAGE THAT STATES:"WAIT FOR TRAFFIC TO STOP THEN CROSS WITH CAUTION", WHEN ACTIVATED.
3. ALL PEDESTRIAN MARKINGS AND IN-STREET PEDESTRIAN CROSSING SIGNS SHALL BE FLUORESCENT YELLOW GREEN BACKGROUND COLOR.

SIGNALIZATION NOTES:

1. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED COMMUNICATIONS EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED).
2. UTILITY OWNERS:

BROWARD COUNTY TRAFFIC ENGINEERING	ROBERT BLOUNT	954-847-2745
BROWARD COMPANY WATER & WASTEWATER	ENGDAVE OCONNOR	954-831-0926
COMCAST CABLE	LEONARD MAXWELL	954-447-8405
FLORIDA POWER AND LIGHT	BRETT CARLETON	954-956-2073
FLORIDA PUBLIC UTILITIES	DALE BUTCHER	561-838-1768

3. THE CONTRACTOR SHALL PROVIDE FOUR COPIES OF MARKED- UP (AS- BUILT) CONSTRUCTION PLANS. AND CAD FILE OF SUCH, TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, SEVEN (7) DAYS PRIOR TO SIGNAL INSPECTION BY THE MAINTAINING AGENCY. THE CONTRACTOR SHALL BE REQUIRED TO BECOME FAMILIAR WITH AND COMPLY WITH BCTED'S INSPECTION PROCEDURE.
4. THE CONTRACTOR SHALL CONTACT THE BROWARD OPERATIONS SIGNALIZATION/LIGHTING COORDINATOR FOR ALL SIGNALIZATION INSPECTIONS AT THE BROWARD OPERATIONS CENTER (954)-776-4300
5. ALL STANDARD PULL BOXES SHALL BE STAMPED "BROWARD COUNTY TRAFFIC SIGNAL" ON THE COVER.
6. THIRTY (30) DAYS OF PRIOR TO THE BEGINNING OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE SPECIAL PROJECTS COORDINATOR AT THE BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (954) 847-2745 TO ARRANGE A PRE- CONSTRUCTION/SCHOOL SAFETY MEETING.

ADDITIONAL SIGNING AND PAVEMENT MARKING GENERAL NOTES:

1.1 All signing and pavement markings installed as part of these plans shall conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices" (MUTCD) and FDOT design standards as a minimum criteria.
1.2 All sign locations shall be field verified by the engineer, prior to sign post fabrication, to ensure proper location and spacing is achieved (i.e, offset from travel lanes the field verification shall ensure that there are no utility conflicts. Adjustments shall and can be made by the engineer if proper location and spacing is not met or if utility conflicts are incurred.
1.3 Match existing pavement markings at the limits of construction.
1.4 Removal of the existing pavement markings shall be accomplished by water blasting or other approved methods determined by the engineer.
1.5 Incorrectly placed paint or thermoplastic pavement markings over friction course will be removed by milling and replacing the friction course a minimum width of 1/8" at the contractor's expense. The engineer may approve an alternative method if it can be demonstrated to completely remove the markings without damaging the asphalt.
1.6 Place all retro- reflective pavement markers in accordance with standard index 706-001 and/or as shown in the plans.
1.7 Shop drawings are required for all sign panels shown in the guide sign work sheets or sign details sheets.
1.8 All sign panels, sign supports, and structures to be demolished shall become the property of the contractor.
1.9 White/red (W/R) RPM denotes bi-directional white/red reflective pavement marker.
1.10 Both the RRFB and the In-Roadway Lights need to be activated by the pedestrian push button and the two systems shall flash in unison per the FDOT Traffic Engineering Manual.
1.11 Caution should be exercised while relocating existing signs to prevent unnecessary damage to signs. If the sign is damaged beyond use, as determined by the engineer, signs shall be replaced by the contractor at his expense.
1.12 All existing signs that conflict with construction operations shall be removed, stockpiled, and relocated by the contractor. Sign removal shall be directed by the engineer.
1.13 Relocated sign support system must meet the current design standard.
1.14 The contractor shall provide an inventory of existing signs to remain or to be relocated prior to starting the job and forward this list to the engineer. Contractor shall notify if there are any missing or damage signs that the plans show to remain or to be relocated.
1.15 All roadway and parking lot pavement markings shall be thermoplastic in accordance with FDOT specifications section 711.
1.16 Hand dig the first four feet (4') of sign foundation.
1.17 All signs shall use XI sheeting material.
1.18 Use countersunk screws when using mechanical fasteners to attach sign panels to wind beams, brackets and splice plates for single and multi -post signs.
1.19 Patch attachment hardware, such as countersunk screws or rivet heads, with retro reflective buttons that match the color and sheeting material of the finished sign panel including the background, legend or border.
1.20 Ensure that the outside corner of sign is concentric with border. Ensure white borders are mounted parallel to the edge of the sign. Ensure black borders are recessed from the edge of the sign.
1.21 Layout permanent final striping that leaves no visible marks at time of final appearance.
1.22 See BROWARD County Traffic Engineering Division standards for placement of RPMs. RPMs shall be Class "B" or equivalent, applied with epoxy or bituminous adhesive.
1.23 Contractor shall employ a qualified subcontractor holding a BROWARD County "Certificate of Competency" for all pavement marking and signage work.

MAINTENANCE OF TRAFFIC GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (LATEST EDITION AND REVISIONS) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FY 2021-21 STANDARDS PLANS FOR ROAD AND CONSTRUCTION (LATEST EDITION AND REVISIONS).
2. A LANE MAY BE CLOSED ONLY DURING ACTIVE WORK PERIODS. WORK SHOULD BE PERFORMED DURING OFF- PEAK TIMES (LANE CLOSURES ALLOWED: MON.-FRI.9AM - 3PM; MON. - FRI. 9AM-2PM/WED. 9AM - 1PM SCHOOL DAY)
3. CONTRACTOR TO COORDINATE WITH ADJACENT SCHOOLS PRIOR TO CONSTRUCTION SO THERE IS NO IMPACT TO SCHOOL SCHEDULE AND TRAFFIC.
4. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS, 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES WHICH SHALL RESTRICT ACCESS, DELIVERY, ETC., TO PRIVATE OR COMMERCIAL PROPERTIES. MAINTAIN ACCESS TO BUSINESSES AND RESIDENTIAL PROPERTIES ALL THE TIME.
5. PEDESTRIAN AND CYCLIST ACCESS SHALL BE MAINTAINED PER STANDARD PLAN INDEX 102-660.
6. CLOSE CROSSWALK UNTIL THE IMPROVEMENTS ARE COMPLETE.
7. CONTRACTOR SHALL CONTACT THE CITY'S TRAFFIC CONTROL GROUP AT LEAST ONE WEEK PRIOR TO THE BEGINNING OF ANY PHASE OF THE PROJECT FOR COORDINATION.
8. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT PRIOR TO ANY PHASE OF WORK.

Broward County Traffic Engineering Division Communications Notes
To be placed within plan set
"Communication Notes"

The agency responsible for maintenance of the traffic signals and related equipment is BROWARD County Traffic Engineering Division (BCTED). All system communications equipment, cabling and related material shall comply with BROWARD County's latest addition of the minimum standards as expressed in the "Standards and Specifications Communication Infrastructure"document. Please refer to (BCTED's) Communication Policies and Procedures for additional information. BROWARD County Traffic Engineering Division will not accept any projects that do not meet these standards and specifications. If fiber optic pull boxes already exist at an intersection, no additional fiber optic pull boxes will need to be installed. For a copy of these standards refer to the BROWARD County website at www.BROWARD.ORG/TRAFFIC under publications.
If there are Copper Interconnect Cable/s within your project limits or within 1500 feet of your project limits, contact the Communications Manager at tecommunications@broward.org or 954-847-2745.
If there are Fiber Optic Cable/s within your project limits or within 1500 feet of your project limits contact the Communications Manager at tecommunications@broward.org or 954-847-2745.
If there are cellular communications within your project limits, contact the Communications manager at tecommunications@broward.org or 954-847-2745.
All BTCED communications cables/conduit shall be located a minimum of 48 hours in advance.

BROWARD County Traffic Engineering Division Procedure for Notification of Communication Disruption

Copper Interconnect Cable Notification Contact Person
When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the BROWARD County Traffic Engineering Division. This notification shall be conveyed via electronic mail (e-mail) to the Traffic Signal Technician at tecommunications@broward.org, Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.

Fiber Optic Cable Notification Contact Person
When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the BROWARD County Traffic Engineering Division. This notification shall be conveyed via electronic mail (e-mail) to the Communications manager at tecommunications@broward.org, Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.

Include the following in any notice of utility ownership or within a "Utility Owners/Contact Person"table: Interconnect Communications Cables (Robert Blount)
BROWARD County Traffic Engineering Division /BCTED) 954-847-2745

BCTED NOTE:
BROWARD COUNTY EXCLUDED A REVIEW OR ACCEPTANCE OF THE DESIGN AND OPERATION OF THE PROJECT, INCLUDING MID- BLOCK CROSSWALKS, IN-ROAD LIGHTING AND THE RECTANGULAR RAPID FLASHING BEACONS, AND ALL RELATED PAVEMENT MARKINGS AND SIGNAGE.

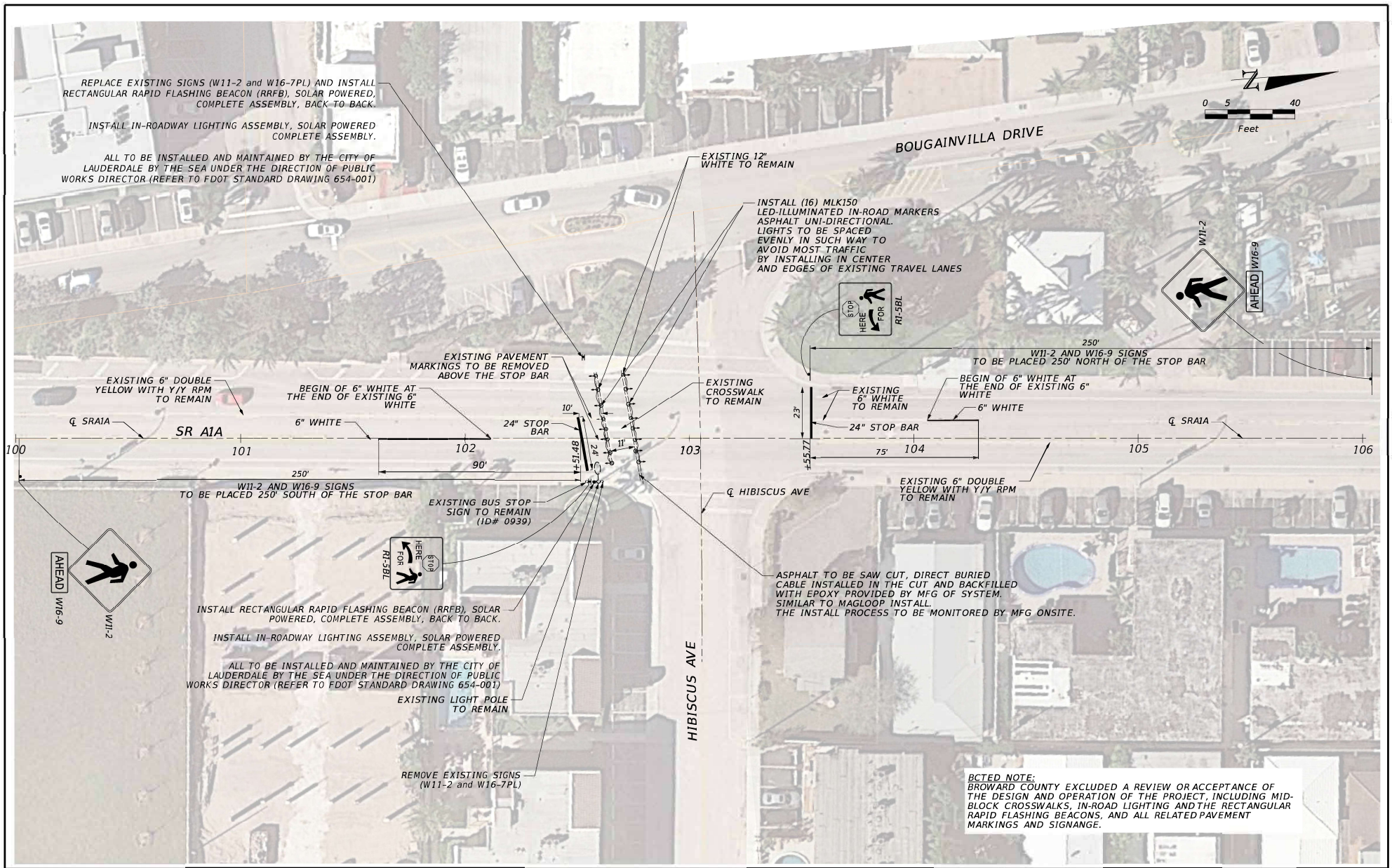
REVISIONS					
DATE	DESCRIPTION	DATE	DESCRIPTION		

THUHA NGUYEN, P.E., PTOE
P.E. LICENCE NUMBER 74050
VIA PLANNING, INC.
2101 WEST COMMERCIAL BLVD.,
SUITE 3200
FORT LAUDERDALE, FL 33309

S.R. A1A CROSSWALK IMPROVEMENT PLAN
AT HIBISCUS AVE INTERSECTION
LAUDERDALE BY THE SEA

GENERAL NOTES

SHEET NO. 2



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

THUHA NGUYEN, P.E., PTOE
P.E. LICENCE NUMBER 74050
VIA PLANNING, INC.
2101 WEST COMMERCIAL BLVD.,
SUITE 3200
FORT LAUDERDALE, FL 33309

S.R. A1A CROSSWALK IMPROVEMENT PLAN
AT HIBISCUS AVE INTERSECTION
LAUDERDALE BY THE SEA

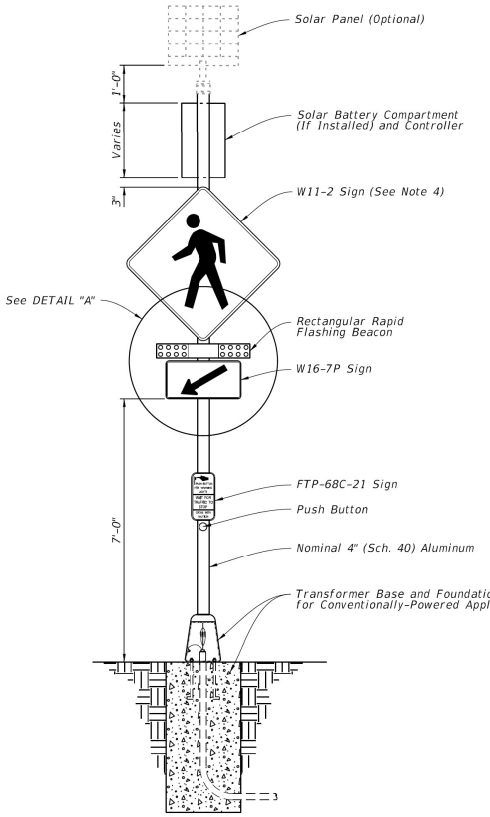
CROSSWALK IMPROVEMENT PLAN

SHEET NO. 3

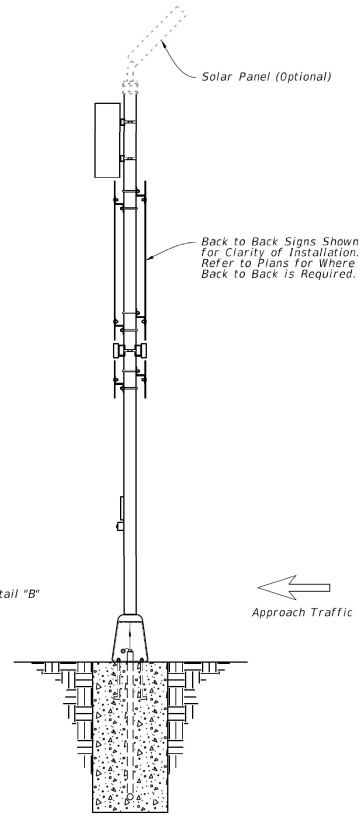
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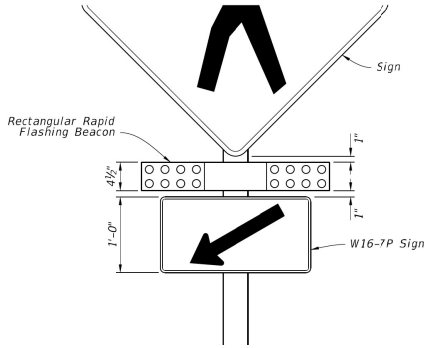
1. A transformer base is required for both conventionally-powered and solar-powered applications (conventional power shown).
2. Install the RRFB in pairs, one on either side of approach traffic.
3. Install controller on the backside of post from approach traffic.
4. Install a 30" X 30" W11-2 sign on two-lane roadways and a 36" X 36" W11-2 sign for multilane roadways.
5. Install push button and FTP-68C-21 sign in accordance with Index 665-001.
6. Engage all threads on the transformer base and post unless the aluminum post is fully seated into base.
7. Meet the requirements of Specification 646 for aluminum poles and transformer bases.
8. Install a concrete slab around all pull boxes. The minimum slab dimension is 4'-0" by 4'-0". In urban areas where space is limited slab dimensions may be adjusted as shown in the Plans.
9. For assemblies connected to conventional power, provide single pole non-fused watertight breakaway electrical connectors in the frangible transformer base.
10. When wire entry holes are drilled in the sign column, use a bushing or rubber grommet to protect conductors.
11. For solar-powered applications, orient solar panel to face South for optimal exposure to sunlight.



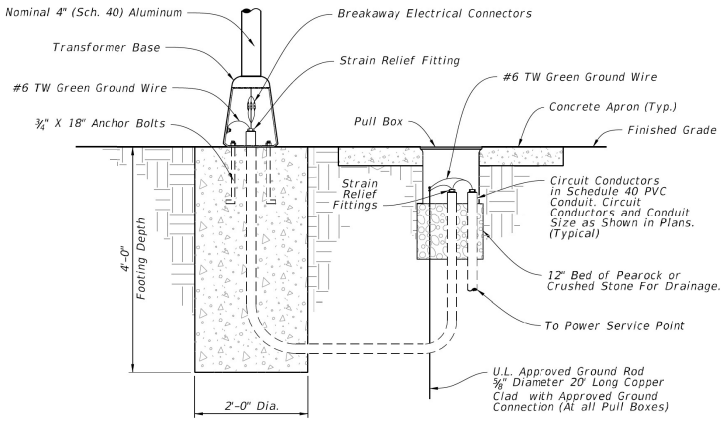
FRONT VIEW



SIDE VIEW



DETAIL "A"



POLE WIRING AND FOOTING DETAIL

DETAIL "B"

LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FDOT FY 2021-22 STANDARD PLANS	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	INDEX 654-001	SHEET 1 of 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

THUHA NGUYEN, P.E., PTOE
P.E. LICENCE NUMBER 74050
VIA PLANNING, INC.
2101 WEST COMMERCIAL BLVD.,
SUITE 3200
FORT LAUDERDALE, FL 33309

S.R. A1A CROSSWALK IMPROVEMENT PLAN AT HIBISCUS AVE INTERSECTION LAUDERDALE BY THE SEA

GENERAL DETAILS

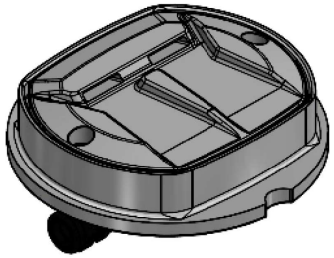
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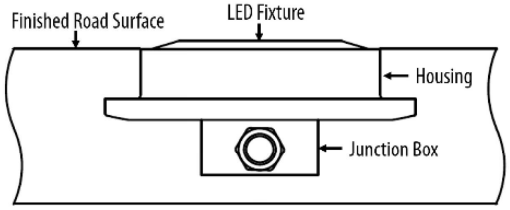
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MLK150 LED-Illuminated In-Road Markers (LaneLights TM)
Asphalt Installation - Uni-Directional

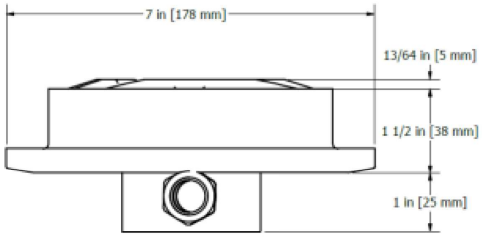
Asphalt Uni-Directional

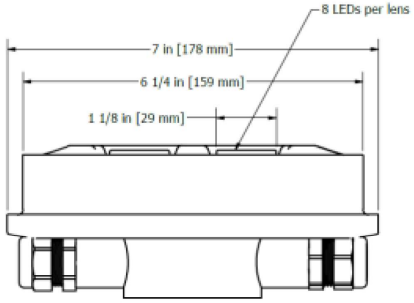


Standard, non-snow-plowable installation profile



Asphalt installation, typical dimensions





SPECIFICATIONS

Technology	LED
Lower Housing Dimensions, including junction box	∅7 x 2.5 in. [∅ 175 x 66 mm]
Lower Housing Material	Aluminum, sea water grade
Upper Housing Dimensions, LED module	5.9 in. x 4.92 in. x 1.2 in. [150 x 125 x 30.5mm]
Upper Housing Material	Stainless steel (304)
In-Road Profiles	Standard: 13/64 in. [5 mm] above road surface Optional: 1/8 in. [3mm] above road surface Snow Plow: 0 in. [0mm] above road surface
Snowplow Compatible	Yes, with flush mount installation
IP Code	IP68
Load Rating	11,000 lb. [5,000 kg] compression
Operating Temperature	-13°F to +167°F [-25°C to +75°C]
LED Face	Uni-directional or bi-directional options
LEDs Per Unit	16 (8 LEDs per lens)
Beam Trajectory	V: +/- 4 degrees; H: +/- 15 degrees
LED Colour	Yellow, red, green, blue, white or bi-colour
Light Intensity	Over 3,500,000 cd/m2
Daytime Visibility	3000 ft. [914m] Dimmable by PWM at night
Operating Voltage	12-48 VDC or 9-36 VAC
Power Consumption	2.5W (nominal)
Wiring	3-wire VDC; 2-wire VAC DIN 72551 part 6: ISO 6722 class D, thin-wall ISO 6722: DIN 72551 part 5 (1993) DIN EN 13602, Cu-ETP1-A (CW003A): LV 112
Controller	LaneLight Mk4, Mk5, Mk6, or MK10 system controllers
Lens	Borosilicate glass
MUTCD Compliance	YES
Warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes batteries and damage caused by vehicles or vandalism

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

THUHA NGUYEN, P.E., PTOE
P.E. LICENCE NUMBER 74050
VIA PLANNING, INC.
2101 WEST COMMERCIAL BLVD.,
SUITE 3200
FORT LAUDERDALE, FL 33309

S.R. AIA CROSSWALK IMPROVEMENT PLAN
AT HIBISCUS AVE INTERSECTION
LAUDERDALE BY THE SEA

GENERAL DETAILS

SHEET NO. 5

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RECTANGULAR RAPID FLASHING BEACON (RRFB) LIGHT BARS

CONFIGURATIONS AND DIMENSIONS

Figure 1: Front elevation

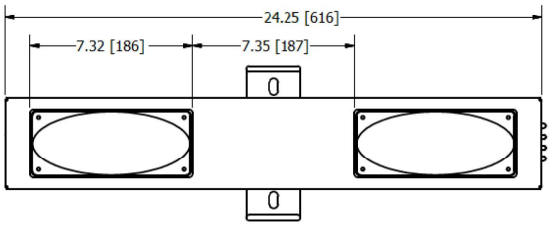
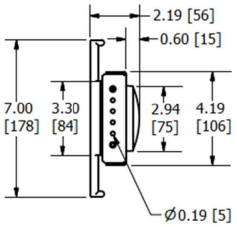


Figure 2: Side elevation

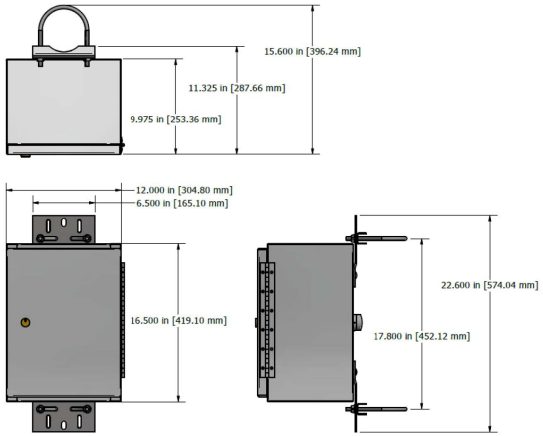


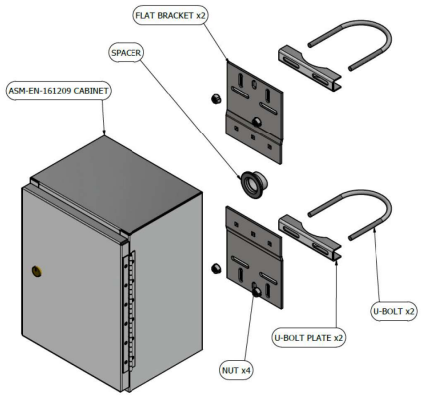
Dimensions shown as in. [mm].

SPECIFICATIONS

Operating Voltage	10 – 30VDC; max current 1.25A per beacon
Power Consumption	13W unregulated, 6W regulated
Flash Pattern	MUTCD compliant (WW+S, Classic RRFB)
LED Intensity	Meets or exceeds SAE J595 class 1
LED Chromaticity	Meets SAE J578
LED Color	Amber; Red available for custom applications
LED Light Distribution	120° horizontal, 30° vertical
LED Brightness Control	>600Lux day; >380Lux night Optional unregulated 1200Lux
LED Lens Material	Clear polycarbonate, UV and abrasion resistant
LED Lightbar Material	Aluminum, powder coated black finish; custom colours available
Pedestrian LEDs	4 standard end-mounted ∅ 1/4 in. pedestrian notification LEDs
Weight	4.8 lbs. [2.2 kg]
Operating Temperature	-40°F to +165°F [-40°C to +74°C]
Mounting	Bolting or banding onto standard traffic poles Will mount onto poles as small as telespar
Warranty	Five year limited warranty for defects in manufacturing, factory assembly and materials only; the warranty excludes damage caused by vehicles or vandalism

CONTROL CABINET, ASM-EN-161209





Cabinet with mounting hardware

SPECIFICATIONS

Material	0.125 in. 5052 Aluminum
Dimensions	Refer to drawings
Construction	Welded construction, sealed seams Neoprene P&S Weather Strip
Hardware	#2 cabinet lock with 2 keys
Mounting Options	Pole mount, U-bolt hardware included, ID 4.5 in. Band mount capable (banding not included) Bolt slots for Telespar
Weight	13 lb
Standards Compliance	UL Listed Manufactured to NEMA 3R specifications

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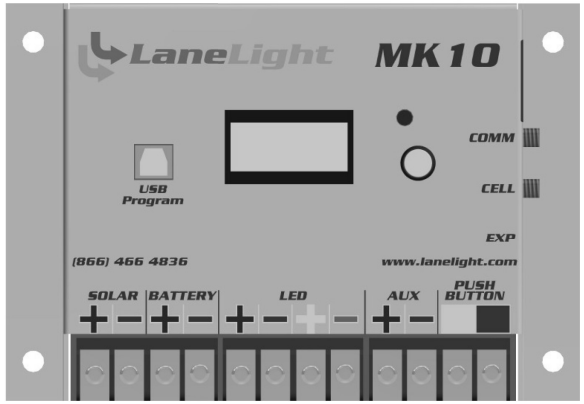
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LANELIGHT MK10 SYSTEM CONTROLLER



OVERVIEW

The LaneLight™ MK10 Panel Mounted Controller is a solid-state programmable controller designed for use with RRFB bars and beacons. With the addition of the MLK driver extension, the MK10 can be used with MLK150 LED in-road markers as well. The controller monitors the output currents to protect the system against damage.

The MK10 controller contains the required hardware and software to interpret output signals from standard contact closure switches. Upon detection of a trigger event, the controller can output activation signals to RRFB fixtures according to the parameters defined in the controller's configuration menu. Activation signals to RRFB fixtures can also be managed by the onboard scheduler, which can be programmed at the factory to match site requirements.

The MK10 can also be provided in a version that can interpret activation signals from an external 120VAC power source, i.e. typical traffic signal interface controller. In this case, inputs are connected to the load relays that drive the signal heads on the poles and activate the controller in conjunction with the required signal phase (red, green, or amber).

The MK10 controller mounts horizontally or vertically and is designed for integration into LaneLight side of pole or top of pole control cabinets, and it can be mounted in most traffic cabinets due to its small footprint.

Configuration and diagnostics are managed though menu options selectable on the MK10 LCD display. Access to programming and diagnostics by serial port connection via USB is standard; Bluetooth™ is optional.

The MK10 controller incorporates an internal MPPT solar charge regulator, factory configured to charge lithium iron polymer (LiFePO4) batteries from a solar panel (up to 55 Watt panel). A sealed lead acid (SLA) configuration of this internal charger is available.

The MK10 manages the dynamic brightness adjustment of the LED load by detecting the ambient light level from the solar panel or from a connected photosensor (in AC applications), then adjusting the LED brightness based on the configuration settings.

SPECIFICATIONS

Dimensions	5.097 x 7.350 x 1.540 in. (129.45 x 186.69 x 39.12 mm)
Mounting	Panel mount, horizontal or vertical orientation
Material	Anodized Aluminum enclosure
Operating Voltage	12VDC (10.0V – 14.6V)
Power Source Options	DC/Battery or 80-264VAC with optional AC/DC converter
Power Consumption	Active: Depends on system load Idle system: 0.18W With MLK extension: Adds activation load Idle system with cloud: 0.96W
Maximum Load	12A per output channel
Surge Protection	External
Solar Charge Controller	Internal MPPT solar charge controller, factory configured to charge LiFePO4 batteries (max. 55W solar panel) Optional sealed lead acid battery configuration available
LED Brightness Control	Ambient light detection via the solar panel or photosensor for AC applications
Configuration and Diagnostics	2x8 character LCD display, easy menu access with pushbutton dial Standard USB-B port access with external computer. Optional Bluetooth™
Communication Options	Stand-alone, hard-wired to flasher devices Unit to unit wireless communication: Frequency: ISM-B and 2.4GHz (standard) or 900MHz (optional)/Range: Up to 1 km (3200 ft) with line of sight Number of comm IDs/channels: 24 Optional GPS receiver for time and location Optional cellular network connectivity for LaneLightConnect service
Environment	Operating temp: -30°F to 165°F [-30°C to +74°C] Storage temp: -50°F to 200°F [-45.5°C to + 93.3°C] Operating RH: 0% to 95% non-condensing
Standards Compliance	NEMA TS2
Microprocessor	16-Bit RISC-CPU (Extreme Low Power)
Input Circuits	External contact closure (mechanical or electronic switch) Input Impedance: >1kΩ ESD protection MIL-STD-883H (HBM)
Output Circuits	2 x high side switched, open and short circuit detection 1 auxiliary relay dry contact, rating 60VDC/400mA, selectable NO or NC during activation
Scheduler Activation	Optional activation via onboard scheduler for school zones or similar applications
Activation Time	1 – 120 seconds
Warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes batteries and damage caused by vehicles or vandalism

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LANELIGHT MK10 DRIVER EXTENSION FOR MLK150 LED IN-ROAD WARNING LIGHT



OVERVIEW

The LaneLight™ MK10 LaneLight driver extension is designed for use with the MK10 system controller in systems that also use LaneLight MLK150 LED in-road markers.

The MK10 driver extension mounts horizontally or vertically and is designed for integration into LaneLight side of pole or top of pole control cabinets, and it can be mounted in most traffic cabinets due to its small footprint.

If an MK10 driver extension is connected to the MK10 system controller via the EXP port, the controller will detect the driver extension device during start up, and an MLK EXT menu item will appear in the configuration menu of the controller, which will display the status of the MLK150 in-road markers connected to the driver output. The MK10 driver extension contains the required hardware and software to interpret output signals from the MK10 system controller. Upon detection of a trigger event from the system controller, the driver extension unit can output activation signals to MLK150 fixtures according to the parameters defined in the controller's configuration menu. Dimming settings and flash patterns are managed by the MK10 system controller. The driver extension should be used with the RRFB Classic pattern selected at the system controller.

The drive extension has two control channels, S1 and S2, that correspond to the left and right outputs from the system controller.

SPECIFICATIONS

Dimensions (LxWxH)	4.4 x 1.06 x 5.12 in (112 x 27 x 130 mm) nominal
Mounting	Panel mount, horizontal or vertical orientation
Material	Anodized Aluminum enclosure
Operating Voltage	12VDC (10.0V – 14.6V)
Power Consumption	Idle system: 0.18W
Maximum Load	4A
Output Voltage	24V
Surge Protection	External
LED Brightness Control	Managed at the MK10 system controller
Configuration and Diagnostics	Managed at the MK10 system controller
Communication	Expansion bus
Environment	Operating temp: -30°F to 165°F [-30°C to +74°C] Storage temp: -50°F to 200°F [-45.5°C to + 93.3°C] Operating RH: 0% to 95% non-condensing
Standards Compliance	NEMA TS2
Input Circuits	RJ-45 standard jack
Output Circuits	Screw terminals (2x battery, 4x in-pavement lights)
Warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes batteries and damage caused by vehicles or vandalism

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BATTERY, 40AH LIFEP04



The 40Ah LiFePO4 (Lithium iron phosphate) battery comprises four 3.2V 40 Ah cells in a 4S configuration with an aluminum panel, nylon handle, and plastic top cover. LiFePO4 batteries have a life span 10 times longer than that of traditional lead acid batteries, and they recharge faster, weigh about 25% less, and can tolerate greater variations in temperature. LiFePO4 batteries are environmentally friendly and safe for use in any system. Other advantages of LiFePO4 technology include upper and lower voltage protection, dead short and reverse polarity protection, and flame-retardant chemistry. Overall, they provide twice the battery capacity in the same amount of space as a traditional lead acid battery.

SPECIFICATIONS	
Voltage	Working: 12.8V Peak: 14.6V Cutoff: 11.2V
Capacity at C100	48 Ah
Capacity of C20	40 Ah
Internal Resistance	≤2.5mΩ
Current Range	Up to 3C (120A) continuous current for charging and discharging Up to 10C (400A) impulse (≤10 seconds) discharge current Recommended charging and discharging current: 0.5C (20A)
Energy Density	Pack:77.57 Wh/kg, cell: 91.4Wh/kg
Cycle Life	> 1500 cycles (80% of initial capacity @ 0.2C rate, IEC Standard) Cell: ≥2000 cycles at 80% DOD at room temperature Pack: ≥1500 cycles at 80% DOD at room temperature
Charging Rate	0.5C rate (20A) Recommended 3C rate (120A) Maximum charging rate
Discharging Rate	Constant discharge current: 120A (3C rate) Impulse discharge current (<10sec): 400A (10C rate)
Self-Discharge	Less than 3% per month
Weight	6.6 Kg (14.55 lbs)
Dimensions LxWxH	126x198x190mm (5x7.6x7.5 inches)
Chemistry	LiFeMnPO4
Terminals	Nickel plated, threaded
Container/Cover	Nylon
Operating Temperature	Charge: 0°C to 65 °C (32F to 149F) Discharge: -20°C to 65 °C (-4F to 149F) Temperature Durability of Case: ≤135 °C (275F)
Certifications	UN38.3

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SHEET NO. 9

LLWBPB18/4: 18AWG 4 CONDUCTOR UNSHIELD 300V CONTROL TRAY CABLE

SPECIFICATIONS

Usage
Low voltage, water-blocked cable for use in underground ducts, PLTC, FPL, intercom, sound and audio applications.

Physical Characteristics

Number of Conductors	4 conductor
AWG	18 AWG
Stranding	7 x 27
Conductor Material	TC – Tinned copper
Insulation Material	Polyvinyl chloride
Outer Shield Material	Unshielded
Outer Jacket Material	Polyvinyl chloride
Cable Color Code	1-Blue, 2-Yellow, 3-Brown, 4-Gray
Cabling Separator	Water blocking tape
Nominal Diameter	0.254 in.

Mechanical Characteristics

Operating Temp. Range	-30° to +105°C
UL Temp. Rating	105°C
Bulk Cable Weight	40 lbs. per 1000 ft.
Max. Recommended Pulling Tension	89 lbs.
Min. Bend Radius/Minor Axis	2.750 in.

Electrical Characteristics

Nominal Capactiance Conductor to Conductor	
Capacitance (pF/ft.)	30.00
Nominal Conductor DC Resistance	
DCR @ 20° C (Ohm/1000 ft.)	5.9
Maximum Operating Voltage	
Voltage	300 V RMS
Maximum Recommended Current	
Current	7.2 Amps per conductor @ 25°C

Markings

Type	Surface inkjet print
Legend	BELDEN WATERBLOCK Y62470 E34972(-PLANT ID) 4C18 (UL) CMG 105C OR FPL OR PLTC-ER SUN RES DIR BUR OR C(UL) CMG – FT4 IEEE 1202 INDOOR/OUTDOOR – LANELIGHT ACTIVATION (2FT, 7 DIGIT_SEQUENTIAL FOOTAGE MARKS) FEET

ALL SPECIFIED PARAMETERS ARE NOMINAL AND SUBJECT TO VERIFICATION

Applicable Specifications and Agency Compliance

Applicable Standards and Environmental Programs	
NEC(UL)	CMG, FPL, PLTC-ER
CEC/C(UL)	CMG
EU Directive 2011/65/EU (ROHS II)	YES
EU CE Mark	YES
EU Directive 2000/53/EC (ELV)	YES
EU Directive 2002/95/EC (RoHS)	YES
EU RoHS Compliance Date	11/06/2006
EU Directive 2002/96/EC (WEEE)	YES
EU Directive 2003/11/EC (BFR)	YES
CA Prop 65 (CJ for Wire & Cable)	YES
MII Order #39 (China RoHS)	YES
Flame Test	
UL Flame Test	UL1685 FT4/IEEE 1202 Vertical Tray Flame Test
CSA Flame Test	FT4
Suitability	
Indoor	YES
Outdoor	YES
Burial	YES
Sunlight Resistance	YES
Plenum (Y/N)	NO

UFL24 - 12 UNIVERSAL FLASHER



Figure 1: Standard



Figure 2: DIN Rail

OVERVIEW

The universal flasher UFL24-12 is designed to provide maximum flexibility regarding available flash patterns, output driver capabilities and input voltage ranges. An integrated step-down converter allows for driving 12V loads in 24V systems. Applications range from driving LED-enhanced signs or RRFBs in stand-alone operation to synchronized operation in conjunction with ITEM LaneLight controllers. An embedded RISC microcontroller is the platform on which all functions are implemented. The UFL24-12 is suitable for battery-powered applications.

SPECIFICATIONS

Models Available	Standard or DIN Rail
Material-Housing	Standard: ABS DIN Rail: ABS
Dimensions WxHxD	Standard: 3.0 x 2.1 x 1.2 in. [77 x 53 x 30 mm] DIN Rail: 2.1 x 3.5 x 2.3 in. [53 x 90 x 58 mm]
Operating Temp.	-40 to 185°F [-40 to 85 °C]
Mounting	Standard: Adhesive or Velcro DIN Rail: DIN rail mount
Operating Voltage	10 – 30VDC
Power Consumption	50 mW
External Sync Input	5 – 40V
Input	Automatic supply voltage detection (12V or 24V)
Output	2 output channels capable of switching loads up to 10A (low side switch); jumper-selectable output voltage 12V or 24V (step down only)
Programming	Field adjustable DIP switches (x10) control settings for flash patterns, mode (stand alone or push button), dimming, RRFB/LED selection and activation time
CPU	RISC
Status Indicators	Red LED 'heartbeat' indicator
Wiring Connections	Screw-type terminal blocks, AWG14 – AWG20
Flash Patterns	Wig-wag and RRFB patterns
Brightness Control	PWM control with optional ambient light sensor
Activation Time	2 – 30 seconds in 2 second increments
Warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes damage caused by vehicles or vandalism

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EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair

2. The location of the repair

3. The nature of the repair

4. The materials to be used for the repair

5. The methods to be used for the repair

RESOLUTION 2021-71

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF SOLAR RECTANGULAR RAPID-FLASHING BEACONS AND IN ROAD WARNING LIGHT SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has proposed the installation of rectangle rapid flashing beacons ("RRFBs") and in-road warning light system at the A1A/Hibiscus crosswalk (the "Project") to increase safety for pedestrians and enhance the visibility of crosswalk for vehicular traffic; and

WHEREAS, the Florida Department of Transportation ("FDOT") requires that an agreement be in place between the Town and FDOT to ensure proper maintenance of the Project (the "Maintenance Agreement"); and

WHEREAS, Town Staff recommends that the Town Commission approve, and authorize execution of, the Maintenance Agreement, attached as Exhibit "A," with FDOT for the Project.

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

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

Section 2. The Town Commission hereby approves the Maintenance Agreement, attached as Exhibit "A," with FDOT for the Project.

Section 3. The Town Commission hereby authorizes the Town Manager to execute the Maintenance Agreement, attached as Exhibit "A," with FDOT, together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this _____ day of November, 2021.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, Town Clerk, CMC

APPROVED AS TO FORM:

_____
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)