Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, April 26, 2022, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION - Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**

5.a. 2022 Arbor Day Proclamation
4-26-22 AM Arbor Day Proclamation.pdf
EX 1 - Arbor Day Proclamation 2022.pdf

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

7.a. AMR March 2022 Report
4-26-22 AM AMR Report.pdf
EX 1 - AMR LBTS Times 3-2022.pdf

7.b. VFD March 2022 Report
4-26-22 AM VFD Report.pdf
EX 1- VFD Monthly Activity Report - March 2022.pdf

8. **TOWN MANAGER REPORT**

8.a. Town Manager Report for April 26, 2022
04-26-22 AM Town Manager Report.pdf

8.b. February 2022 Finance Report
4-26-22 AM February 2022 Finance Report.pdf
EX 1- Revenue Expenditure Report February 2022.pdf
EX 2-FEB 2022 CASH-INVESTMENT REPORT_February 2022.pdf

8.c. Q1 2022 Visitor Center Report
4-26-22 AM Visitor Center Q1 2022 Report.pdf
EX 1 - Daily Tally Walk Ins.pdf
EX 2 - Visitor Sign In Sheet.pdf
EX 3 - How Did You Hear About Visitor Center.pdf
EX 4 - Site Demographics.pdf
EX 5 - Site Viewership Gender Shift.pdf
EX 6 - Site Viewer Data.pdf
EX 7 - Top 10 Landing Pages.pdf
EX 8 - Top 10 Views by Geo Location.pdf
EX 9 - discoverlbts Hotel Inquiry Form.pdf

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

12. OLD BUSINESS

13. NEW BUSINESS

13.a. Special Event Application for Coqui Surf Camp
4-26-22 AM Coqui Surf Camp Weekdays in June 2022.pdf
EX 1 - Coqui Surf Camp June 2022.pdf
EX 2 - Surf Camp Community Support.pdf
EX 3 - Resolution 2017-41 - Fee Resolution (Special Events).pdf

13.b. Authorize the Town Manager to Negotiate a Contract for the Purchase of the 4312 N. Ocean Drive Parking Lot.
4-26-22 AM 4312 N. Ocean.pdf
EX 1 - Agreement 4312 Ocean Parking Lot 9-4-15 FINAL except 17.pdf

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

17.a. Resolution 2022-17 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.
4-26-22 AM Commission Meeting Procedures Final .pdf
EX1 Resolution 2022-17 LBTS 2022 Commission Meeting and Agenda Procedures FINAL.pdf
Ex2 Section 2-18 Town Code.pdf

17.b. Resolution 2022-18 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES FOR THE USE OF THE TOWNâ€™S OCEAN AND DUNE PLAZAS AND BEACH PAVILION BY ENTITIES OTHER THAN THE TOWN
4-26-22 AM Plaza Policies FINAL.pdf
EX 1 - 2022-18 Plaza Policy Resolution.pdf
EX 2 - LBTS Plaza Policies 2022 ExA to Ex1 Final.pdf
EX 3 - Plaza Area at Palm Trees.pdf
EX 4 - Plaza Area at Knee Wall 1B.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: April 26, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: PRESENTATIONS

Subject Title: 2022 Arbor Day Proclamation

Explanation: The National Arbor Day is celebrated the last Friday in April. In commemoration of this date, the Town will be hosting a tree planting ceremony that will begin on Friday, April 29th, 2022 at the southeast corner of the Town's Tennis Courts.

Recommendation: N/A

Attachments:
Ex1 Arbor Day Proclamation

PROCLAMATION

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

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, National Arbor Day is celebrated the last Friday in April; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Arbor Day encourages the preservation and replenishment of trees bestowing a long-range benefit on generations to come; and

WHEREAS, on Friday, April 29th, 2022, at Lauderdale-By-The-Sea a tree planting will begin at 10:00 a.m.; and

NOW, THEREFORE, I, Chris Vincent, Mayor of the Town of Lauderdale-By-The-Sea, Florida, and in concurrence with the Town Commission hereby proclaim Friday April 29, 2022, as:

"Arbor Day"

In the Town of Lauderdale-By-The-Sea, Florida and urge all citizens to celebrate Arbor Day and to support efforts to care for and protect our trees, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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

Attest: _____
Katrina Adler, Acting Town Clerk

_____
Chris Vincent, Mayor
April 26, 2022

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Brooke Liddle, AMR
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR March 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – AMR March 2022 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
3/1/2022	4400 BLK El Mar Dr	14:52:05	14:53:01	14:54:33	00:02:28
3/1/2022	1400 BLK S Ocean Blvd	19:16:47	19:17:12	19:20:15	00:03:28
3/1/2022	1400 BLK S Ocean Blvd	20:46:13	20:46:42	20:49:29	00:03:16
3/1/2022	200 BLK Codrington Dr	22:05:50	22:05:58	22:08:10	00:02:20
3/2/2022	1900 BLK S Ocean Blvd	03:25:01	03:26:10	03:30:04	00:05:03
3/3/2022	4500 BLK N Ocean Dr	16:16:52	16:18:20	16:19:00	00:02:08
3/4/2022	1900 BLK S Ocean Blvd	04:31:38	04:31:45	04:36:12	00:04:34
3/4/2022	4600 BLK Poinciana St	08:04:22	08:05:36	08:07:02	00:02:40
3/4/2022	200 BLK Commercial Blvd	10:00:38	10:00:49	10:02:53	00:02:15
3/4/2022	4400 BLK Poinciana St	12:06:59	12:07:39	12:10:24	00:03:25
3/4/2022	4300 BLK El Mar Dr	14:33:29	14:34:03	14:36:51	00:03:22
3/4/2022	1400 BLK S Ocean Blvd	18:25:07	18:25:18	18:29:37	00:04:30
3/4/2022	4400 BLK N Ocean Dr	19:35:00	19:35:49	19:37:30	00:02:30
3/5/2022	4600 BLK El Mar Dr	08:52:43	08:53:14	08:54:52	00:02:09
3/5/2022	4400 BLK El Mar Dr	16:16:11	16:16:48	16:19:40	00:03:29
3/5/2022	2000 BLK S Ocean Blvd	20:04:59	20:05:32	20:08:44	00:03:45
3/6/2022	2000 BLK N Ocean Blvd	11:32:26	11:33:48	11:36:08	00:03:42
3/6/2022	4000 BLK N Ocean Dr	13:20:12	13:22:23	13:23:36	00:03:24
3/6/2022	4300 BLK El Mar Dr	16:50:37	16:51:36	16:54:34	00:03:57
3/6/2022	4900 BLK N Ocean Blvd	18:32:04	18:32:16	18:35:54	00:03:50
3/6/2022	200 BLK Pine Ave	22:27:17	22:27:50	22:31:31	00:04:14
3/7/2022	4400 BLK Bougainvilla Dr	01:22:57	01:24:49	01:26:38	00:03:41
3/7/2022	Commercial Blvd / El Mar Dr	08:07:10	08:10:18	08:10:25	00:03:15
3/7/2022	5000 BLK N Ocean Blvd	10:24:21	10:26:23	10:29:33	00:05:12
3/7/2022	5000 BLK N Ocean Blvd	11:05:50	11:09:50	11:09:53	00:04:03
3/7/2022	1400 BLK S Ocean Blvd	13:37:54	13:38:14	13:39:56	00:02:02
3/8/2022	Commercial Blvd/E Tradewinds Ave	18:03:31	18:05:31	18:06:46	00:03:15
3/9/2022	200 BLK Bombay Ave	07:58:24	07:58:38	07:59:58	00:01:34
3/10/2022	4600 BLK El Mar Dr	09:14:31	09:15:12	09:16:51	00:02:20
3/10/2022	1400 BLK S Ocean Blvd	10:22:09	10:23:28	10:26:50	00:04:41
3/10/2022	1400 BLK S Ocean Blvd	13:51:13	13:52:28	13:54:44	00:03:31
3/10/2022	4300 BLK N Ocean Dr	18:50:55	18:51:27	18:53:36	00:02:41
3/11/2022	1500 BLK S Ocean Blvd	08:25:42	08:25:55	08:29:39	00:03:57
3/11/2022	100 BLK Commercial Blvd	11:56:18	11:58:38	11:59:26	00:03:08
3/11/2022	1800 BLK S Ocean Blvd	15:31:11	15:33:33	15:35:58	00:04:47
3/11/2022	5100 BLK N Ocean Blvd	23:39:25	23:39:37	23:43:07	00:03:42
3/12/2022	6000 BLK N Ocean Dr	15:06:06	15:08:49	15:10:39	00:04:33
3/13/2022	5100 BLK N Ocean Blvd	18:23:59	18:25:04	18:27:07	00:03:08
3/13/2022	Commercial Blvd / El Mar Dr	19:22:40	19:25:51	19:25:57	00:03:17
3/13/2022	4300 BLK N Ocean Dr	21:29:57	21:31:30	21:33:04	00:03:07
3/13/2022	4200 BLK N Ocean Dr	22:26:26	22:28:35	22:30:16	00:03:50
3/14/2022	5200 BLK N Ocean Blvd	11:09:57	11:11:18	11:13:25	00:03:28
3/14/2022	4400 BLK El Mar Dr	18:26:30	18:28:17	18:30:34	00:04:04
3/14/2022	1500 BLK S Ocean Blvd	19:11:39	19:11:54	19:14:41	00:03:02
3/15/2022	N Ocean Blvd / Flamingo Ave	09:02:33	09:05:34	09:07:03	00:04:30
3/15/2022	100 BLK Commercial Blvd	11:09:10	11:09:12	11:11:20	00:02:10
3/15/2022	1800 BLK S Ocean Blvd	12:35:36	12:36:28	12:39:30	00:03:54
1/0/1900	4400 BLK N Ocean Dr	16:59:45	16:59:58	17:01:23	00:01:38
3/15/2022	4600 BLK El Mar Dr	21:53:02	21:53:46	21:56:38	00:03:36
3/16/2022	4600 BLK Seagrape Dr	00:09:12	00:09:49	00:13:12	00:04:00
3/16/2022	4200 BLK Seagrape Dr	02:30:51	02:32:14	02:35:25	00:04:34
3/16/2022	4500 BLK Poinciana St	07:51:21	07:52:17	07:52:36	00:01:15
3/17/2022	4400 BLK El Mar Dr	18:54:00	18:55:08	18:56:48	00:02:48
3/17/2022	Pine Ave / El Mar Dr	19:09:14	19:11:36	19:11:40	00:02:26
3/18/2022	100 BLK Commercial Blvd	21:53:39	21:54:24	21:57:17	00:03:38

3/19/2022	1500 BLK S Ocean Blvd	11:00:13	11:00:26	11:04:31	00:04:18
3/19/2022	100 BLK Commercial Blvd	12:16:58	12:17:45	12:20:05	00:03:07
3/19/2022	4600 BLK El Mar Dr	14:39:18	14:40:20	14:41:57	00:02:39
3/19/2022	100 BLK Commercial Blvd	16:15:25	16:16:08	16:19:31	00:04:06
3/19/2022	4500 BLK Poinciana St	18:35:22	18:37:56	18:38:01	00:02:39
3/19/2022	4500 BLK Poinciana St	18:40:13	18:41:00	18:43:58	00:03:45
3/20/2022	200 BLK Washingtonia Ave	00:48:53	00:49:45	00:53:02	00:04:09
3/20/2022	100 BLK Commercial Blvd	10:31:30	10:32:03	10:33:59	00:02:29
3/20/2022	1900 BLK S Ocean Blvd	17:16:20	17:16:41	17:19:33	00:03:13
3/20/2022	200 BLK Marine Ct	20:01:32	20:04:55	20:06:28	00:04:56
3/21/2022	Commercial Blvd / Sea Grape Dr	08:24:40	08:26:01	08:27:46	00:03:06
3/21/2022	100 BLK Commercial Blvd	13:59:45	14:01:27	14:02:39	00:02:54
3/22/2022	101 BLK Commercial Blvd	00:48:22	00:50:27	00:52:19	00:03:57
3/22/2022	5000 BLK N Ocean Blvd	07:38:57	07:42:29	07:42:31	00:03:34
3/22/2022	4200 BLK El Mar Dr	13:56:06	13:56:53	13:59:19	00:03:13
3/22/2022	2000 BLK S Ocean Blvd	22:28:59	22:31:10	22:33:16	00:04:17
3/23/2022	5400 BLK N Ocean Blvd	11:35:43	11:35:58	11:39:48	00:04:05
3/23/2022	200 BLK Lombardy Ave	19:18:38	19:19:46	19:21:57	00:03:19
3/23/2022	4600 BLK N Ocean Dr	22:52:42	22:55:02	22:55:42	00:03:00
3/24/2022	1800 BLK S Ocean Blvd	06:20:48	06:21:33	06:24:33	00:03:45
3/24/2022	Pine Ave / N Ocean Dr	16:10:22	16:10:32	16:12:39	00:02:17
3/24/2022	200 BLK Hibiscus Ave	22:21:54	22:22:03	22:25:51	00:03:57
3/25/2022	4200 BLK N Ocean Dr	01:19:24	01:19:33	01:22:31	00:03:07
3/25/2022	4500 BLK Poinciana St	07:38:50	07:39:13	07:42:51	00:04:01
3/25/2022	1400 BLK S Ocean Blvd	13:28:25	13:30:04	13:32:18	00:03:53
3/25/2022	100 BLK Commercial Blvd	20:52:56	23:53:59	20:57:19	00:04:23
3/25/2022	1600 BLK S Ocean Blvd	22:35:10	22:36:34	22:38:45	00:03:35
3/26/2022	4600 BLK N Ocean Dr	18:17:57	18:18:10	18:20:22	00:02:25
3/26/2022	4000 BLK N Ocean Dr	22:59:14	23:00:18	23:03:22	00:04:08
3/27/2022	4600 BLK El Mar Dr	01:38:30	01:38:39	01:42:16	00:03:46
3/27/2022	200 BLK Washingtonia Ave	13:38:17	13:39:36	13:41:02	00:02:45
3/27/2022	1800 BLK S Ocean Blvd	18:31:55	18:32:10	18:35:13	00:03:18
3/27/2022	1800 BLK S Ocean Blvd	21:57:32	21:58:17	22:01:03	00:03:31
3/28/2022	1500 BLK S Ocean Blvd	11:14:29	11:14:43	11:17:45	00:03:16
3/28/2022	4300 BLK N Ocean Dr	15:17:23	15:18:59	15:21:21	00:03:58
3/29/2022	4600 BLK Poinciana St	21:47:05	21:47:55	21:49:42	00:02:37
3/30/2022	4600 BLK N Ocean Dr	16:39:10	16:39:38	16:41:17	00:02:07
3/30/2022	4300 BLK El Mar Dr	17:35:40	17:35:40	17:36:31	00:00:51
3/31/2022	N Ocean Dr / Palm Ave	11:38:48	11:41:37	11:42:13	00:03:25
3/31/2022	5100 BLK N Ocean Blvd	14:08:03	14:09:51	14:11:08	00:03:05
3/31/2022	2000 BLK Oceanwalk Ter	15:01:53	15:04:21	15:05:51	00:03:58
3/31/2022	4300 BLK N Ocean Dr	15:17:21	15:17:38	15:21:04	00:03:43
3/31/2022	4000 BLK N Ocean Dr	20:44:48	20:45:52	20:47:53	00:03:05
	6 min or less = 100%			**Average =**	**0:03:32**

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Chief Judson Hopping, VFD
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD March 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – VFD March 2022 Report

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Chief Judson Hopping, VFD
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD March 2022 Activity Report

Recommendation: Accept/Approve

Attachments: Ex.1 – VFD March 2022 Report

Overview

During the month of March 2022, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 44 annual fire inspections: 4 re-inspections and no complaints.

Responses:

The Volunteer Fire Department responded to 40 fire rescue calls within the limits of our contract.

- Of the 40 emergency fire calls dispatched, there were 12 fire alarms, 1 stove fire, 1 gas leak, 2 fire/water leaks, 3 electrical/utility fires, 7 vehicle accident w/injuries, 4 elevator rescues, 3 drownings, and 7 "other" fires.

- There were 108 medical 911 calls for March 2022. The department was dispatched to 18 of those calls, of which, 3 were canceled by M12 or the chief on duty. E12 provided BLS care until M12/212 arrival on 3 calls and assisted M12/212 on 12 calls.

Training:

The Volunteer Fire Department had 9 Regular in-town, and 27 Associate out-of-town members for a total of 36 active members.

For the month of March there were 3 fire drills, an orientation, and 2 inspections.

- 132 Hrs - Fire drills & New class Orientation/P.O.'s
- 8 Hrs – Asst. Fire Marshal on permit inspection & radio testing

A total of 140+ hours were spent in the month of March 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

Administration office: 4513 Ocean Boulevard
Fire Station: 4504 Bougainvilla Drive
Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4250
Fax: (954) 640-4236
e-mail: contact@lbtsfire.com

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

	Regular In - Town	Associate Out of Town
Active Member	9	27
Fire 1 non-certified	0	0
Fire 1 Certified	2	0
Fire II Certified	8	27
CPR/1st Responder	5	9
EMT-B (FL)	2	13
Paramedic (FL)	2	5

Emergency 911 Calls

Fire/Rescue	40
Total Medical 911 calls	108
Medical calls V.F D. Not Dispatched	90
Medical calls V.F.D Dispatched	18
Medical calls Canceled by COD/M12	3
Medical calls V.F D provided care/assisted	15

Training — **140+ Total Hrs.**

Firefighter & New class orientation/P O.'s	132 Hrs
Annual High-Rise Fire Inspections	8 Hrs

Station Hours

Firefighter Station Watch	1,581+ Hrs	**2,516.5+ Total Hrs.**
Ocean Rescue patrol	192.5+ Hrs	
Chief on Duty/Command *daylight savings	* 743 Hrs	

LBTS Volunteer Fire Department - March 2022, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Agostinone	Valentina	188744	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	27
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	4	31
Besosa	Jose	193537	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Cabrera	Ricardo	177336	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	10	32
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	4	40
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	38
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	39	184
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	8
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	11	40
Fair	Deonta	191412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	6
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	28
Frew	Maria	174735	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	24
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	29
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	10	56
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter I - D/E	CPR for healthcare provider	8	44
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II - Officer I	Paramedic (FL)	28	42
Kahler	Derek	190471	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	18	95
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	40	214
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	4	31
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	4	27
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	31
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	12
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	2	7
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	150
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	13	87
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	27
Porcelli	Joseph	184121	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	9
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	13
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	45
Secord	Samantha	192788	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Shuyler	Justin	189663	Associate Member		Firefighter	Firefigher II	EMT-B (FL)	0	0
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	3	37
Stewart	Theodore	190140	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	25
Swerdloff	Tyler	189739	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	15	28
Warden	Stephanie	195840	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	8

Monthly Activity Report -February 2022

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Mar-22	1439 South Ocean Blvd	Accident w/injuries rollover	7:14:00 PM	7:27:00 PM	5
02-Mar-22	1501 South Ocean Blvd.	Fire alarm	10:04:00 AM	10:24:00 AM	5
02-Mar-22	1501 South Ocean Blvd.	Fire alarm	3:04:00 PM	3:10:00 PM	4
03-Mar-22	1800 South Ocean Blvd	Elevator rescue	12:03:00 PM	12:39:00 PM	4
04-Mar-22	3900 North Ocean Drive	Fire alarm	10:21:00 AM	10:33:00 AM	6
05-Mar-22	S. Ocean/Coral Reef Dr	Accident w/injuries	8:53:00 AM	9:14:00 AM	5
06-Mar-22	4309 El Mar Drive	Electrical utility	4:48:00 PM	5:02:00 PM	7
07-Mar-22	Bougainvilla/Commercial	Hit-n-run w/injuries	1:22:00 AM	2:23:00 AM	4
07-Mar-22	Commercial/El Mar Dr	Other fire dog inside vehicle	7:56:00 AM	8:16:00 AM	8
07-Mar-22	106 Commercial Blvd.	Fire alarm commercial	12:36:00 PM	1:06:00 PM	7
07-Mar-22	1438 South Ocean Blvd.	Accident w/injuries	1:31:00 PM	2:21:00 PM	6
08-Mar-22	252 Hibiscus Avenue	Other fire - svc call resident locked out of home	5:34:00 PM	6:00:00 PM	5
08-Mar-22	4619 Poinciana Street	Water leak	10:16:00 PM	10:44:00 PM	6
09-Mar-22	3900 North Ocean Drive	Fire alarm	7:17:00 AM	7:41:00 AM	6
12-Mar-22	1950 South Ocean Blvd.	Fire alarm	10:21:00 AM	10:33:00 AM	6
12-Mar-22	4660 El Mar Drive	Drowning kite surfer not in distress	10:51:00 AM	10:57:00 AM	4
12-Mar-22	6000 North Ocean Drive	Drowning swimmer in distress M12 (BSO) brought female in	3:05:00 PM	3:44:00 PM	7
12-Mar-22	4400 North Ocean Drive	Other fire removed keys from drain	3:49:00 PM	4:07:00 PM	7
14-Mar-22	3900 North Ocean Drive	Fire alarm	8:50:00 PM	9:02:00 PM	7
15-Mar-22	North Ocean Blvd.	Other fire suspicious package	9:02:00 AM	9:10:00 AM	7
15-Mar-22	293 Tropic Drive	Gas leak	10:32:00 PM	10:53:00 PM	6
16-Mar-22	4408 El Mar Drive	Accident w/injuries	10:08:00 AM	10:42:00 AM	4
16-Mar-22	1751 South Ocean Blvd.	Elevator rescue	12:21:00 PM	12:30:00 PM	5
17-Mar-22	1500 South Ocean Blvd.	Fire alarm	6:36:00 AM	7:07:00 AM	4
18-Mar-22	4208 North Ocean Drive	Fire/waterleak	3:00:00 AM	3:36:00 AM	3
18-Mar-22	2 Commercial Blvd.	Other fire svc call on pier cleared	10:19:00 PM	11:06:00 PM	5
19-Mar-22	Commercial/E Tradewinds	Other fire remove debris hazards from roadway	6:15:00 PM	6:19:00 PM	5
19-Mar-22	4561 Poincian Street	Electrical/utility fire	6:33:00 PM		8
19-Mar-22	4660 El Mar Drive	Open water drowning all divers present no hazard	7:56:00 PM	8:51:00 PM	9
19-Mar-22	1900 South Ocean Blvd.	Elevator rescue	9:10:00 PM	9:27:00 PM	6
20-Mar-22	223 Marine Court	Other fire washdown	8:16:00 PM	9:11:00 PM	5
21-Mar-22	Commercial & Seagrape	Accident w/injuries	8:25:00 AM	8:47:00 AM	6
22-Mar-22	264 Imperial Lane	Fire alarm residential	2:54:00 PM		5
23-Mar-22	4605 North Ocean Drive	Stove fire burnt food	10:52:00 PM	11:29:00 PM	5
26-Mar-22	4900 North Ocean Drive	Fire alarm	2:55:00 PM	3:10:00 PM	5
27-Mar-22	4660 North Ocean Drive	Fire alarm	8:38:00 AM	8:47:00 AM	6
27-Mar-22	1439 South Ocean Blvd.	Elevator rescue	2:16:00 PM	2:27:00 PM	5
28-Mar-22	1501 South Ocean Blvd.	Fire alarm	2:02:00 PM	2:14:00 PM	5
31-Mar-22	1900 Coco Plum	Electrical utility/fire	8:33:00 AM	8:59:00 AM	6
31-Mar-22	2002 Ocean Walk Terrace	Hit n Run w/injuries	3:01:00 PM	3:32:00 PM	6
			Total Calls	**40**	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
08-Mar-22	South Ocean Blvd.	medical, E12 cleared by M12	6:32:00 PM	7:12:00 PM	3
10-Mar-22	North Ocean Drive	medical, E12 provided BLS care until S54 arrived	12:01:00 PM	1:13:00 PM	3
13-Mar-22	South Ocean Palm Club	medical, lift assist no medical needed	10:13:00 PM	10:29:00 PM	5
14-Mar-22	South Ocean Blvd.	medical, cleared by M212	7:08:00 PM	8:16:00 PM	3
15-Mar-22	Commercial Blvd.	medical, E12 cleared by M12	11:08:00 AM	12:04:00 PM	5
15-Mar-22	South Ocean Blvd.	medical, E12 lift assist no medical needed	11:06:00 PM	11:18:00 PM	6
15-Mar-22	North Ocean Blvd.	medical, E12 provided BLS care until M212 arrival	11:21:00 AM	12:39:00 PM	6
17-Mar-22	El Mar Drive & Pines	medical, E12 provided care until M12 arrival	7:01:00 PM	7:44:00 PM	4
19-Mar-22	Poinciana Street	medical, proved BLS care until M12 arrival	10:58:00 AM	11:11:00 AM	5
19-Mar-22	Commercial Blvd.	medical, removed man-o-war stinger	12:16:00 PM	12:59:00 PM	5
19-Mar-22	El Mar Drive	medical, man-o-war sting	2:38:00 PM	2:49:00 PM	4
19-Mar-22	Commercial Blvd.	medical, man-o-war sting	4:15:00 PM	4:25:00 PM	4
20-Mar-22	Commercial Blvd	medical, E12 assisted M12	6:49:00 PM	7:18:00 PM	5
22-Mar-22	El Mar Drive	medical, jellyfish sting on the beach	1:54:00 PM		3
26-Mar-22	North Ocean Drive	medical, E12 assisted M12	6:16:00 PM	7:15:00 PM	5
27-Mar-22	Commercial Blvd	medical, OR212 assisted M212	6:56:00 PM	7:30:00 PM	4
28-Mar-22	South Ocean Blvd	medical, Dispatch called for missing meds, B12 advised M12 & cleared	7:22:00 AM	7:23:00 AM	5
30-Mar-22	El Mar Drive	medical, OR212 flagged down by BSO, M12 transported	5:35:00 PM	6:09:00 PM	4
			Total Calls	**18**	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
05-Mar-22	Station	Station tour	5:00:00 PM	6:00:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
07-Mar-22	Station 12	Air bags & cribbing	6:00:00 PM	10:00:00 PM	7
08-Mar-22	3900 North Ocean Drive	Radio testing in FountainHead for BDA requirements	1:00:00 PM	2:00:00 PM	4
21-Mar-22	Station 12	Vehicle extrication/spreaders	6:00:00 PM	10:00:00 PM	9
25-Mar-22	4331 North Ocean Drive	Fire inspection for hood system @Beef n Reef Restaurant	10:00:00 AM	11:00:00 AM	4
29-Mar-22	Admin office	New class orientation	6:00:00 PM	8:30:00 PM	8
31-Mar-22	Station 12	New class P.O.'s	6:00:00 PM	9:00:00 PM	12

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Mar-22	Beach	Ocean rescue patrol; 1-2:30p & 4-5pm	1:00:00 PM	3:30:00 PM	2
02-Mar-22	Beach	Ocean rescue patrol & trng, 2-3p & 4-5p	2:00:00 PM	4:00:00 PM	2
03-Mar-22	Beach	Ocean rescue patrol & trng., 3-4:15p & 4:45-6p	3:00:00 PM	3:30:00 PM	2
04-Mar-22	Beach	Ocean rescue patrol; 9:30-10a, 11-12n & 4-5p	11:00:00 AM	1:00:00 PM	2
05-Mar-22	Beach	Ocean rescue patrol; 9:30-12:30p & 1:30-4:30p	10:30:00 AM	1:30:00 PM	2
06-Mar-22	Beach	Ocean rescue patrol; 9-10a, 12-1:30p & 4:45-6p	11:00:00 AM	2:00:00 PM	2
07-Mar-22	Beach	Ocean rescue patrol; 9:30-10a, 11-12n, & 3-4p	11:30:00 AM	2:00:00 PM	2
08-Mar-22	Beach	Ocean rescue patrol; 10a-10:30a, 12-12:30p, 3-4p & 5-6p	11:00:00 AM	1:00:00 PM	2
09-Mar-22	Beach	Ocean rescue patrol; 10-10:30a, 11-12n, 2-3:30pm & 4:30-5:30	11:00:00 AM	3:00:00 PM	2
10-Mar-22	Beach	Ocean rescue patrol; 10-11a, 1-2p & 3:30-4:30p	11:00:00 AM	2:00:00 PM	2
11-Mar-22	Beach	Ocean rescue patrol; 10:30-11a, 1-4pm & 3-5pm	11:00:00 AM	2:30:00 PM	2
12-Mar-22	Beach	Ocean rescue patrol; 10-10:45a, & 1-3p	11:30:00 AM	2:00:00 PM	3
13-Mar-22	Beach	Ocean rescue patrol; 10-11:30a, 1:30-2:30p & 4:30-5:30p	11:00:00 AM	2:30:00 PM	2
14-Mar-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5p	11:00:00 AM	2:00:00 PM	2
15-Mar-22	Beach	Ocean rescue patrol; 10:15-11a, 1-2p, & 4:30-5p	11:00:00 AM	1:00:00 PM	2
16-Mar-22	Beach	Ocean rescue patrol & trng; 10:30-11a, 12--12:20p, 2:15-3:15p & 4:30-5p	11:30:00 AM	1:30:00 PM	2
17-Mar-22	Beach	Ocean rescue patrol; 10:30-11:30a, 1:30-2:30p & 4-5p	11:30:00 AM	2:30:00 PM	2
18-Mar-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, 3-4p, & 5-5:30p	11:00:00 AM	2:00:00 PM	2
19-Mar-22	Beach	Ocean rescue patrol; 10-11a, & 12:50-3p & 4-5p	11:00:00 AM	3:00:00 PM	4
20-Mar-22	Beach	Ocean rescue patrol; 10-12n, & 1-5p	11:00:00 AM	3:00:00 PM	2
21-Mar-22	Beach	Ocean rescue patrol; 10-11a, 1-2p, & 4-5:30p	11:00:00 AM	2:30:00 PM	2
22-Mar-22	Beach	Ocean rescue patrol; 10-12n, 12:45-1:45p, & 4-5:15	12:00:00 PM	4:00:00 PM	2
23-Mar-22	Beach	Ocean rescue patrol; 11:30-1p & 4:30-5:30p	11:30:00 AM	2:00:00 PM	2
24-Mar-22	Beach	Ocean rescue patrol; 10-12n & 2-4p	11:00:00 AM	3:00:00 PM	2
25-Mar-22	Beach	Ocean rescue patrol; 11-12n, 1-2p, & 4:30-5:30p	12:00:00 PM	3:00:00 PM	2
26-Mar-22	Beach	Ocean rescue patrol; 11-12n, 2:30-4:30p & 5-6p	11:00:00 AM	2:00:00 PM	2
27-Mar-22	Beach	Ocean rescue patrol; 10-11:30a, 12-1p, 3:30-5p, & 6:30-7:30p	12:00:00 PM	4:00:00 PM	2
28-Mar-22	Beach	Ocean rescue patrol; 10:30-11:30a, 2:30-3:30p, & 4:30-5:30p	11:00:00 AM	2:00:00 PM	2
29-Mar-22	Beach	Ocean rescue patrol; 10-11a, 12:30-1:30p, & 4-5p	11:00:00 AM	2:00:00 PM	2
30-Mar-22	Beach	Ocean rescue patrol; 10-11a, 2-3p, & 4:30-5:30p	11:00:00 AM	2:00:00 PM	2
31-Mar-22	Beach	Ocean rescue patrol & trng., 10:15-11a,1-2p, & 4-17:15p	11:00:00 AM	2:00:00 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

Mar-22

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	30	48	2	5
Response Time	0.05 17	0 05 12	0.00:00	0 00.00

Total Average Response Time : **4:10**

Feb-22

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	43	48	1	3
Response Time	0 05 16	0:05:15	0:00 00	0.00 00

Total Average Response Time : **4:54**

Jan-22

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	44	56	3	3
Response Time	0.05 58	0 5 46	0 00 00	0 00 00

Total Average Response Time : **5:00**

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Reports
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for April 26, 2022

Explanation: Following is the Town Manager's report for April 26, 2022.

1. Special Event Commission Chair

Each year, the Commission selects a Commission Chair to assist staff with the 4th of July and Veteran's Day events. Last year, the Commission appointed Commissioner Oldaker to assist staff with the 4th of July and Commissioner Strauss for Veteran's Day.

Commission Action Required: Select a Commission Chair for 4th of July and Veteran's Day.

2. Chamber Request for Special Event to Celebrate Small Business Week

The LBTS Chamber of Commerce would like to host an event in the Town's Plazas on May 3rd from 2 pm to 6 pm. The Town policy considers this request a special event and following our Special Event policy would require a $215 payment for the use of the Plaza and approval from the Town Commission through our special event process.

Because the time is too close for the staff to follow standard procedure, I am asking that you give the Town Manager authority to coordinate with the Chamber and allow them to move forward with this event. Staff is suggesting that the Commission waive the $215 fee for plaza rental also.

Commission Action Required: Consensus to authorize the LBTS Chamber use of the plaza and further coordination with the Town Manger.

3. Downtown Redesign Meeting

Last Tuesday, the Town held a meeting to discuss the redesign of the Downtown, east of Ocean Drive. The Town held a meeting for the businesses and residents to discuss their ideas for the downtown area. Our consultant, Hugh Johnson, will take this information and work to develop a design for the public's consideration. We will hold the next **community meetings** on **May 4th** and a **Commission Workshop** is scheduled for **May 17th**.

4. Facebook and Twitter!

I am pleased to announce that in addition to the weekly Town Topics Digital eblasts, and the Town Commission eblasts following your meetings, our communications team has established

official Twitter, Facebook, and NextDoor pages for Town. This will allow us to push out real-time communications to our residents, business owners, and other community stakeholders. Road closures, matters of public safety, community -related updates, reminders for Town events, and more will be shared through these platforms. All content and the manner in which comments and inquiries are responded to will follow the Town's social media policy. As a reminder, the Town uses Archive Social to maintain all public records associated with our digital media accounts.

5. Town Employment Opportunities

We are looking for applications to fill the positions of Assistant to the Town Manager and the Special Events and Community Marketing Coordinator. Please visit the Town's website at https://www.lauderdalebythesea-fl.gov/257/Town-Employment for more information.

6. Upcoming Meetings

April 27	Planning and Zoning Board	Jarvis Hall	6:00 p.m.
April 28	Special Magistrate Meeting	Jarvis Hall	6:00 p.m.
May 4	Downtown Redesign Meeting #2	Jarvis Hall	6:00 p.m.

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Lucila Lang, Director of Finance and Budget
Submitting Department: Finance Department
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: February 2022 Finance Report

Explanation: Presented is the February 2022 financial report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of February, the Town was 41.67% through the fiscal year.

The following is a summary of the operating results through 2/28/22:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 14,287,803.00	$ 1,688,752.00	$ 12,599,051.00	$ 9,540,412.77	**75.72%**	$ 5,104,272.91	**40.51%**	$ 4,436,139.86
Building Fund	$ 930,681.00	$ 105,998.00	$ 824,683.00	$ 452,370.01	**54.85%**	$ 197,801.64	**23.99%**	$ 254,568.37
Sewer Fund	$ 1,394,936.00	$ 200,281.00	$ 1,194,655.00	$ 536,490.61	**44.91%**	$ 384,740.25	**32.21%**	$ 151,750.36
Fire Fund	$ 1,964,755.00	$ 917,507.00	$ 1,047,248.00	$ 965,882.61	**92.23%**	$ 415,498.98	**39.68%**	$ 550,383.63
Capital Fund	$ 8,534,253.00	$ 5,214,847.00	$ 3,319,406.00	$ 2,231,539.77	**67.23%**	$ 2,363,589.40	**27.70%**	$ (132,049.63)
Parking Fund	$ 2,294,883.00		$ 2,294,883.00	$ 1,176,659.75	**51.27%**	$ 653,309.64	**28.47%**	$ 523,350.11
Grand Total	$ 29,407,311.00	$ 8,127,385.00	$ 21,279,926.00	$ 14,903,355.52		$ 9,119,212.82		$ 5,784,142.70

Notable items this month are as follows:

General Fund:

- During the month of February, the Town collected $321,629.29 in Ad Valorem Property Taxes. This brings the Town to a collection rate of 92.9%, which is within expectations.
- Overall revenues are at 66.8%, which is within expectations.
- On the expenditures, the Town is at 35.9%, there are a couple of expenses that have were not processed for the month as they were received a bit late.

Building Fund-102:

- Building Fund revenues and expenditures are within expectations with the exception of CAP, which was not received in time for the month of February.

Sewer Fund-103:

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

Fire Fund-115:

- During the month of February, the Town received $37,255.05 in Property Tax-Fire Assessment, which brings us to 92.3% collection rate; well within expectations.
- Expenditures are at 66.3% due to the issuance of the purchase order for the new fire truck.

Capital Projects Fund-300:

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

FEBRUARY, 2022 REPORT INFORMATION						
G/L Number	CIP Projects	Budget	February Expenditures	YTD Expenditures	% Completion	Comments
300-519.155-500.630	A1A Hibiscus Crosswalk	$ 45,000.00	$ -	$ 16,347.93	36.33%	No activity for this month.
300-519.162-500.624	Town Hall Complex	$ 321,755.00	$ -	$ -	0.00%	No activity for this month.
300-545.100-500.630	Downtown Parking Reconfiguration	$ 350,000.00	$ -	$ 25,291.18	7.23%	No activity for this month.
300-559.025-500.630	Bel Air-Seawall Repair-East	$ 220,297.00	$ -	$ 2,112.83	0.96%	No activity for this month.
300-559.026-500.630	Canal Dredging	$ 109,954.00	$ 3,449.52	$ 22,288.57	20.27%	Payment to The Chappell Group, Inc.-meetings with client.
300-559.027-500.630	Storm Water Rate Study	$ 40,000.00	$ -	$ -	0.00%	No activity for this month.
300-559.028-500.630	East Tradewinds Improvement	$ 50,000.00	$ -	$ -	0.00%	No activity for this month.
300-572.200-500.630	Beach Renourishment	$ 54,518.00	$ 371.20	$ 19,663.52	36.07%	Payment to Moffatt & Nichol-Consultation Meetings.
300-575.201-500.630	Pedestrian Amenities	$ 150,000.00	$ -	$ 2,034.35	1.36%	No activity for this month.
300-576.129-500.630	Palm Club Sewer	$ 3,156,061.00	$ 20,005.00	$ 2,171,429.75	68.80%	Payment to Flynn Engineering Services i/a/o $637.50-Professional Personnel fees. Payment to Baxter & Woodman, Inc. i/a/o $19,367.50-Construction Administration and Inspection fees.
300-576.135-500.630	Street Project-Codrington Drive	$ 1,254,359.00	$ 6,668.00	$ 29,249.02	2.33%	Payment to Baxter & Woodman, Inc. i/a/o $ 6668.00-Design fee.
300-576.136-500.630	Street Project-Bougainvilla-Poinciana	$ 240,000.00	$ -	$ -	0.00%	No activity for this month.
300-577.101-500.630	Dog Park Pilot	$ 50,000.00	$ -	$ -	0.00%	No activity for this month.
300-579.169-500.630	Greenway-El Mar Drive	$ 2,327,566.00	$ -	$ -	0.00%	No activity for this month.
	Totals:	$ 8,324,510.00	$ 30,493.72	$ 2,288,417.15		

Parking Fund-310:

- Parking revenues are at 51.3%, above expectations for the fifth month of the fiscal year.
- Expenditures are within expectations.

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines:

Parking Fines	October 2021	November 2021	December 2021	January 2022	February 2022	Total
	$ 2,377.50	$ 1,717.50	$ 15,280.00	$ 3,272.00	$ 14,860.00	$ 37,507.00

*Note: In February, the Town received $12,645.00 from fines collected by Municipal Citation Parking; other fines were collected by the Town.

Below is a breakdown of parking revenue by lots:

FY22	December, 2021		January, 2022		February, 2022	
	Revenue	$ (+/_) from 12/20	Revenue	$ (+/_) from 01/21	Revenue	$ (+/_) from 02/21
South Ocean	$ 16,895.21	$ 8,223.81	$ 18,576.42	$ 7,258.14	$ 27,753.88	$ 12,642.20
Ocean Front Meters	$ 26,684.24	$ (484.37)	$ 33,965.08	$ 9,981.19	$ 29,325.88	$ 4,968.53
Commercial Blvd. Meters	$ 7,129.44	$ (1,810.28)	$ 6,680.97	$ (1,575.39)	$ 7,479.19	$ (2,797.86)
Parking Meters-Beach	$ 13,029.99	$ (5,008.94)	$ 14,444.94	$ (3,301.68)	$ 18,987.87	$ (2,130.37)
Palm Portal-FDG	$ 6,993.37	$ 6,993.37	$ 7,033.52	$ 7,033.52	$ 9,995.03	$ 9,995.03
El Prado Parking Lot	$ 36,104.75	$ 5,699.72	$ 41,374.47	$ 10,217.17	$ 56,067.23	$ 18,358.94
Town Hall Parking Lot	$ 1,479.97	$ 961.41	$ 1,727.58	$ 341.45	$ 4,312.70	$ 2,157.99
El Mar Parking Lot	$ 17,742.52	$ (1,647.57)	$ 23,657.92	$ 4,917.74	$ 24,303.93	$ 5,267.21
A1A Parking Lot	$ 40,347.80	$ 12,213.38	$ 47,276.14	$ 18,098.19	$ 59,990.97	$ 23,662.77
Bougainvilla/Poinciana	$ 13,219.25	$ 2,836.71	$ 13,854.39	$ 2,414.75	$ 19,274.73	$ 6,513.54
Eastward Strand Parking Spaces	$ -	$ (6,992.78)		$ (6,499.69)	$ -	$ (3,205.22)
Monthly Total:	$ 179,626.54		$ 208,591.43		$ 257,491.41	
Difference from last year $$:	$ 20,984.46		$ 48,885.39		$ 75,432.76	
Difference from last year %:	13.23%		30.61%		41.43%	

The top producing lots for February 2022 are:

- A1A Parking Lot
- El Prado Parking Lot
- Ocean Front Meters
- South Ocean

Attachments:

Exhibit 1-Revenue/Expenditure Report
Exhibit 2-Cash & Investment Report

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	8,358,919.90	321,629.29	0.00	637,403.10	92.9
Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	8,358,919.90	321,629.29	0.00	637,403.10	92.9
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	897,700.00	897,700.00	297,829.75	78,780.48	0.00	599,870.25	33.2
311.440 Gas Utility Tax	18,000.00	18,000.00	5,647.75	2,092.80	0.00	12,352.25	31.4
314.300 Water Utility Tax	167,400.00	167,400.00	54,981.30	6,163.39	0.00	112,418.70	32.8
Utility Taxes	1,083,100.00	1,083,100.00	358,458.80	87,036.67	0.00	724,641.20	33.1
Dept: 301.600 Franchise Taxes							
313.100 Fl Power & Light Franchise	600,500.00	600,500.00	215,529.22	42,576.63	0.00	384,970.78	35.9
313.300 Waste Franchise Collection	171,000.00	171,000.00	14,856.38	7,183.75	0.00	156,143.62	8.7
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	7,459.11	0.00	0.00	1,540.89	82.9
313.400 Gas Franchise	19,000.00	19,000.00	6,473.44	2,797.75	0.00	12,526.56	34.1
313.600 Towing Franchise Fees	700.00	700.00	0.00	0.00	0.00	700.00	0.0
Franchise Taxes	800,200.00	800,200.00	244,318.15	52,558.13	0.00	555,881.85	30.5
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	86,000.00	86,000.00	70,938.35	157.52	0.00	15,061.65	82.5
321.110 Sidewalk Cafe ROW	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
322.150 Miscellaneous Permits	500.00	500.00	30.00	30.00	0.00	470.00	6.0
322.400 Sign Permits	3,000.00	3,000.00	280.00	200.00	0.00	2,720.00	9.3
Licenses & Permits	129,500.00	129,500.00	71,248.35	387.52	0.00	58,251.65	55.0
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	169,000.00	169,000.00	69,827.65	13,965.53	0.00	99,172.35	41.3
311.150 Alcoholic Beverage License	16,700.00	16,700.00	97.89	0.00	0.00	16,602.11	0.6
311.180 Sales Tax	422,700.00	422,700.00	170,489.43	50,109.58	0.00	252,210.57	40.3
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	21,608.94	5,521.77	0.00	45,890.06	32.0
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	15,088.71	3,997.60	0.00	32,768.29	31.5
315.100 Communication Service Tax	321,000.00	321,000.00	106,825.87	25,978.89	0.00	214,174.13	33.3
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	19,801.00	19,801.00	0.00	-568.00	103.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
334.915 FDOT-Reimbursable Grant	18,606.00	18,606.00	0.00	0.00	0.00	18,606.00	0.0
334.932 DUNE MANAGEMENT GRANT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Intergovernmental Revenues	1,262,595.00	1,262,595.00	403,739.49	119,374.37	0.00	858,855.51	32.0
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	6,000.00	6,000.00	7,950.00	2,190.00	0.00	-1,950.00	132.5
Charges for Services	7,650.00	7,650.00	7,950.00	2,190.00	0.00	-300.00	103.9
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	32,000.00	32,000.00	6,594.32	1,462.66	0.00	25,405.68	20.6
354.160 Code Enforcement Fines	25,000.00	25,000.00	5,500.00	25.00	0.00	19,500.00	22.0
359.100 Other Fines & Alarms	3,000.00	3,000.00	1,500.00	0.00	0.00	1,500.00	50.0
Fines & Forfeitures	60,000.00	60,000.00	13,594.32	1,487.66	0.00	46,405.68	22.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	30,000.00	30,000.00	950.78	250.80	0.00	29,049.22	3.2
362.000 Rent/Lease Royalties	79,503.00	79,503.00	34,743.90	7,035.21	0.00	44,759.10	43.7
365.400 Recycling Revenue	0.00	0.00	731.71	0.00	0.00	-731.71	0.0
366.100 Donations	6,000.00	6,000.00	9,450.00	0.00	0.00	-3,450.00	157.5
369.100 Miscellaneous Revenues	75,000.00	75,000.00	25,839.38	4,502.41	0.00	49,160.62	34.5
369.200 Miscellaneous Applications	15,000.00	15,000.00	1,910.00	350.00	0.00	13,090.00	12.7

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.201 Miscellaneous MerchandiseSales	0.00	0.00	144.00	10.00	0.00	-144.00	0.0
369.250 Recreational Activities Fee	1,430.00	1,430.00	630.00	240.00	0.00	800.00	44.1
369.500 Miscellaneous Lobbyist	250.00	250.00	200.00	0.00	0.00	50.00	80.0
369.901 Insurance Reimbursement	30,500.00	30,500.00	2,083.99	0.00	0.00	28,416.01	6.8
Miscellaneous Revenues	237,683.00	237,683.00	76,683.76	12,388.42	0.00	160,999.24	32.3
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Interfund Transfers	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Revenues	14,287,803.00	14,287,803.00	9,540,412.77	597,052.06	0.00	4,747,390.23	66.8
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	68,415.00	68,415.00	25,329.61	5,012.06	0.00	43,085.39	37.0
500.210 Employer FICA Taxes	5,234.00	5,234.00	1,812.33	359.24	0.00	3,421.67	34.6
500.220 Retirement	35,179.00	35,179.00	10,447.31	2,577.22	0.00	24,731.69	29.7
500.230 Group Insurance	82,347.00	82,347.00	25,340.44	3,075.33	0.00	57,006.56	30.8
500.345 Contractual Services	4,500.00	4,500.00	1,725.00	750.00	0.00	2,775.00	38.3
500.510 Office Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.512 Elections	13,400.00	13,400.00	772.81	245.35	0.00	12,627.19	5.8
500.540 Dues & Subscriptions	2,700.00	2,700.00	350.00	0.00	0.00	2,350.00	13.0
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.550 Operating Expenses	15,000.00	15,000.00	586.53	10.00	0.00	14,413.47	3.9
Commission	233,275.00	233,275.00	66,364.03	12,029.20	0.00	166,910.97	28.4
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Donation-Non Profits	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	13,427.00	13,427.00	5,467.04	983.60	0.00	7,959.96	40.7
500.140 Overtime Salaries	1,500.00	1,500.00	250.21	0.00	0.00	1,249.79	16.7
500.210 Employer FICA Taxes	1,142.00	1,142.00	418.23	75.25	0.00	723.77	36.6
500.220 Retirement	1,453.00	1,453.00	546.71	98.36	0.00	906.29	37.6
500.230 Group Insurance	4,019.00	4,019.00	1,331.40	166.28	0.00	2,687.60	33.1
500.340 Sewer/Wastewater	3,300.00	3,300.00	1,297.49	218.97	0.00	2,002.51	39.3
500.430 Electric Service	1,600.00	1,600.00	348.78	73.93	0.00	1,251.22	21.8
500.431 Water Service	3,000.00	3,000.00	1,386.48	230.61	0.00	1,613.52	46.2
500.520 Bldg. Maintenance	10,000.00	10,000.00	662.50	0.00	0.00	9,337.50	6.6
500.550 Operating Expenses	10,000.00	10,000.00	624.59	538.94	2,202.84	7,172.57	28.3
500.553 Visitor Center Staff Salaries	55,000.00	55,000.00	900.00	900.00	0.00	54,100.00	1.6
Visitor Center	104,441.00	104,441.00	13,233.43	3,285.94	2,202.84	89,004.73	14.8
Dept: 513.000 Administration							
500.120 Regular Salaries	596,812.00	596,812.00	224,554.09	38,428.94	0.00	372,257.91	37.6
500.121 Temporary Salaries/ Interns	15,000.00	15,000.00	2,401.50	0.00	0.00	12,598.50	16.0
500.140 Overtime Salaries	2,500.00	2,500.00	233.45	82.22	0.00	2,266.55	9.3
500.210 Employer FICA Taxes	45,848.00	45,848.00	16,347.05	2,946.45	0.00	29,500.95	35.7
500.220 Retirement	101,767.00	101,767.00	30,733.62	7,781.15	0.00	71,033.38	30.2
500.230 Group Insurance	156,748.00	156,748.00	49,114.35	6,708.53	0.00	107,633.65	31.3
500.315 Professional Services	54,000.00	54,000.00	0.00	0.00	2,900.00	51,100.00	5.4
500.320 Audit Expense	38,000.00	38,000.00	1,000.00	0.00	0.00	37,000.00	2.6
500.344 HR Expenses	5,000.00	5,000.00	1,675.00	687.85	0.00	3,325.00	33.5
500.345 Contractual Services	45,840.00	45,840.00	12,896.49	3,619.25	0.00	32,943.51	28.1
500.463 Service Maintenance Contracts	21,300.00	21,300.00	14,705.38	672.48	0.00	6,594.62	69.0
500.506 Printing & Binding	3,500.00	3,500.00	121.88	66.88	0.00	3,378.12	3.5
500.508 Postage	4,500.00	4,500.00	3,194.09	22.20	0.00	1,305.91	71.0

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.510 Office Supplies	6,000.00	6,000.00	1,507.16	99.58	0.00	4,492.84	25.1
500.540 Dues & Subscriptions	7,795.00	7,795.00	2,757.75	0.00	0.00	5,037.25	35.4
500.545 Training	10,800.00	10,800.00	1,190.06	0.00	0.00	9,609.94	11.0
500.550 Operating Expenses	15,820.00	15,820.00	6,446.96	1,293.18	2,558.00	6,815.04	56.9
Administration	1,131,230.00	1,131,230.00	368,878.83	62,408.71	5,458.00	756,893.17	33.1
Dept: 514.000 Town Attorney							
500.310 Legal Expense	315,000.00	315,000.00	84,476.68	0.00	0.00	230,523.32	26.8
500.314 Litigation	105,000.00	105,000.00	187.79	0.00	0.00	104,812.21	0.2
500.319 Ethics Research, Training & Op	6,000.00	6,000.00	1,649.80	0.00	0.00	4,350.20	27.5
Town Attorney	426,000.00	426,000.00	86,314.27	0.00	0.00	339,685.73	20.3
Dept: 519.000 General							
500.120 Regular Salaries	162,750.00	162,750.00	61,232.55	13,232.46	0.00	101,517.45	37.6
500.210 Employer FICA Taxes	12,451.00	12,451.00	4,709.73	1,017.33	0.00	7,741.27	37.8
500.220 Retirement	17,610.00	17,610.00	5,224.82	1,290.08	0.00	12,385.18	29.7
500.230 Group Insurance	33,808.00	33,808.00	10,972.99	1,384.11	0.00	22,835.01	32.5
500.311 Advertisements	12,000.00	12,000.00	6,670.10	581.05	0.00	5,329.90	55.6
500.315 Professional Services	40,000.00	40,000.00	13,004.34	2,500.00	0.00	26,995.66	32.5
500.345 Contractual Services	40,200.00	40,200.00	8,322.56	0.00	0.00	31,877.44	20.7
500.349 Community Bus	160,216.00	160,216.00	46,298.68	8,521.04	0.00	113,917.32	28.9
500.451 Auto, Property & Liability Ins	134,800.00	134,800.00	128,463.00	63,744.50	0.00	6,337.00	95.3
500.452 Workers Compensation Insur	44,000.00	44,000.00	19,450.50	0.00	0.00	24,549.50	44.2
500.463 Service Maintenance Contracts	12,000.00	12,000.00	275.00	0.00	0.00	11,725.00	2.3
500.497 Contingency	100,000.00	100,000.00	1,200.84	0.00	0.00	98,799.16	1.2
500.506 Printing & Binding	18,500.00	18,500.00	5,411.00	0.00	0.00	13,089.00	29.2
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	91,575.00	91,575.00	38,930.25	6,917.66	0.00	52,644.75	42.5
500.525 Uniform Expense	225.00	225.00	0.00	0.00	0.00	225.00	0.0
500.545 Training	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.550 Operating Expenses	23,000.00	23,000.00	17,490.89	0.00	0.00	5,509.11	76.0
500.552 Recycling and Solid Waste Exp	30,000.00	30,000.00	2,805.59	1,777.91	0.00	27,194.41	9.4
General	936,635.00	936,635.00	370,462.84	100,966.14	0.00	566,172.16	39.6
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	34,700.00	34,700.00	2,940.00	0.00	0.00	31,760.00	8.5
500.315 Professional Services	91,500.00	91,500.00	12,028.83	1,190.35	0.00	79,471.17	13.1
500.345 Contractual Services	17,758.00	17,758.00	7,517.51	35.88	0.00	10,240.49	42.3
500.495 Special Events	9,400.00	9,400.00	4,023.80	32.50	0.00	5,376.20	42.8
500.506 Printing & Binding	15,275.00	15,275.00	1,112.15	1,112.15	0.00	14,162.85	7.3
500.540 Dues & Subscriptions	1,780.00	1,780.00	744.00	250.00	0.00	1,036.00	41.8
500.550 Operating Expenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Business Dev & Marketing	171,413.00	171,413.00	28,366.29	2,620.88	0.00	143,046.71	16.5
Dept: 521.000 Police Department							
500.141 BSO Overtime	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
500.345 Contractual Services	5,378,907.00	5,378,907.00	2,245,358.74	448,242.25	0.00	3,133,548.26	41.7
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	429.00	429.00	0.00	1,071.00	28.6
500.550 Operating Expenses	5,000.00	5,000.00	1,036.98	0.00	0.00	3,963.02	20.7
500.640 Capital Outlay - Equipt & Mach	2,200.00	2,200.00	2,000.00	2,000.00	0.00	200.00	90.9
Police Department	5,472,607.00	5,472,607.00	2,248,824.72	450,671.25	0.00	3,223,782.28	41.1
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	873,699.00	873,699.00	364,041.25	72,808.25	0.00	509,657.75	41.7
Emergency Medical Services	873,699.00	873,699.00	364,041.25	72,808.25	0.00	509,657.75	41.7
Dept: 524.000 Development Services							
500.120 Regular Salaries	272,842.00	272,842.00	68,786.54	15,561.60	0.00	204,055.46	25.2

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.140 Overtime Salaries	5,000.00	5,000.00	61.97	20.12	0.00	4,938.03	1.2
500.210 Employer FICA Taxes	21,255.00	21,255.00	5,139.22	1,167.36	0.00	16,115.78	24.2
500.220 Retirement	61,131.00	61,131.00	13,459.43	3,158.72	0.00	47,671.57	22.0
500.230 Group Insurance	74,259.00	74,259.00	12,982.75	1,689.52	0.00	61,276.25	17.5
500.315 Professional Services	66,500.00	66,500.00	18,287.57	5,324.32	0.00	48,212.43	27.5
500.345 Contractual Services	319,574.00	319,574.00	128,641.07	24,669.67	0.00	190,932.93	40.3
500.461 Vehicle Maintenance	250.00	250.00	85.88	0.00	0.00	164.12	34.4
500.462 Fuel	500.00	500.00	124.42	0.00	0.00	375.58	24.9
500.463 Service Maintenance Contracts	6,600.00	6,600.00	2,988.24	155.44	0.00	3,611.76	45.3
500.506 Printing & Binding	1,300.00	1,300.00	2,072.01	151.15	0.00	-772.01	159.4
500.508 Postage	5,000.00	5,000.00	196.46	79.72	0.00	4,803.54	3.9
500.510 Office Supplies	2,500.00	2,500.00	411.99	0.00	0.00	2,088.01	16.5
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.0
500.545 Training	4,500.00	4,500.00	59.00	0.00	0.00	4,441.00	1.3
500.550 Operating Expenses	9,000.00	9,000.00	792.41	105.26	0.00	8,207.59	8.8
500.640 Capital Outlay - Equipt & Mach	0.00	0.00	8,400.00	0.00	0.00	-8,400.00	0.0
Development Services	854,111.00	854,111.00	262,488.96	52,082.88	0.00	591,622.04	30.7
Dept: 541.100 Mun Srvcs - Public Works Div							
500.120 Regular Salaries	888,471.00	888,471.00	338,815.20	65,431.84	0.00	549,655.80	38.1
500.140 Overtime Salaries	50,000.00	50,000.00	10,845.37	618.96	0.00	39,154.63	21.7
500.210 Employer FICA Taxes	71,793.00	71,793.00	26,508.62	5,003.54	0.00	45,284.38	36.9
500.220 Retirement	112,979.00	112,979.00	35,787.98	8,899.39	0.00	77,191.02	31.7
500.230 Group Insurance	285,494.00	285,494.00	95,232.07	12,466.15	0.00	190,261.93	33.4
500.315 Professional Services	75,000.00	75,000.00	17,571.15	0.00	0.00	57,428.85	23.4
500.340 Sewer/Wastewater	14,000.00	14,000.00	3,566.77	674.14	0.00	10,433.23	25.5
500.345 Contractual Services	322,817.00	322,817.00	71,933.40	3,170.00	0.00	250,883.60	22.3
500.410 Communications	41,800.00	41,800.00	22,308.81	5,320.86	0.00	19,491.19	53.4
500.430 Electric Service	48,000.00	48,000.00	14,169.80	3,293.43	0.00	33,830.20	29.5
500.431 Water Service	160,000.00	160,000.00	66,431.59	15,249.58	0.00	93,568.41	41.5
500.433 Electic Service-Streets	62,500.00	62,500.00	22,074.74	4,916.59	0.00	40,425.26	35.3
500.445 Equip Rent/Lease	17,500.00	17,500.00	3,882.25	385.80	0.00	13,617.75	22.2
500.460 Equipment Maintenance	27,080.00	27,080.00	3,667.41	2,354.52	0.00	23,412.59	13.5
500.461 Vehicle Maintenance	14,000.00	14,000.00	7,491.61	1,913.12	0.00	6,508.39	53.5
500.462 Fuel	24,000.00	24,000.00	16,769.34	7,454.21	0.00	7,230.66	69.9
500.463 Service Maintenance Contracts	20,705.00	20,705.00	8,039.36	1,149.61	0.00	12,665.64	38.8
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	0.00	0.00	8,785.00	41,215.00	17.6
500.508 Postage	250.00	250.00	88.21	0.00	0.00	161.79	35.3
500.510 Office Supplies	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	22,686.46	9,647.29	0.00	42,313.54	34.9
500.525 Uniform Expense	12,000.00	12,000.00	10,566.06	2,401.66	0.00	1,433.94	88.1
500.529 Street Light Maintenance	35,000.00	35,000.00	52,802.56	501.50	0.00	-17,802.56	150.9
500.530 Street Maint Repair Supply	85,000.00	85,000.00	4,100.86	35.97	0.00	80,899.14	4.8
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	10,877.46	1,267.44	0.00	39,122.54	21.8
500.532 Signs	12,500.00	12,500.00	2,868.29	1,835.00	0.00	9,631.71	22.9
500.534 Sidewalk Maint Repair	15,000.00	15,000.00	5,796.74	0.00	0.00	9,203.26	38.6
500.535 Flags	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.540 Dues & Subscriptions	2,285.00	2,285.00	1,060.00	150.00	0.00	1,225.00	46.4
500.545 Training	6,000.00	6,000.00	767.67	0.00	0.00	5,232.33	12.8
500.547 Hurricane Expenditure	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.550 Operating Expenses	70,000.00	70,000.00	23,996.77	5,620.81	4,126.60	41,876.63	40.2
500.624 Capital Outlay-Bldg. Improvemt	50,000.00	50,000.00	26,950.00	26,950.00	0.00	23,050.00	53.9
500.640 Capital Outlay - Equipt & Mach	6,000.00	6,000.00	5,567.66	5,567.66	0.00	432.34	92.8
500.644 Capital Outlay-Vehicles	39,263.00	39,263.00	20,195.69	4,770.55	0.00	19,067.31	51.4
Mun Srvcs - Public Works Div	2,761,087.00	2,761,087.00	953,419.90	197,049.62	12,911.60	1,794,755.50	35.0
Dept: 572.000 Recreation							

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.311 Advertisements	1,800.00	1,800.00	940.73	130.00	0.00	859.27	52.3
500.342 Senior Rec. Ctr. Contract	94,834.00	94,834.00	39,029.38	8,359.07	0.00	55,804.62	41.2
500.343 Beach Maintenance Contract	264,000.00	264,000.00	102,500.00	20,500.00	0.00	161,500.00	38.8
500.345 Contractual Services	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.0
500.347 Programs	8,000.00	8,000.00	1,821.00	1,321.00	0.00	6,179.00	22.8
500.430 Electric Service	600.00	600.00	184.97	50.64	0.00	415.03	30.8
500.460 Equipment Maintenance	8,000.00	8,000.00	1,372.74	156.49	0.00	6,627.26	17.2
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	105,000.00	105,000.00	19,850.15	3,257.60	0.00	85,149.85	18.9
500.510 Office Supplies	650.00	650.00	576.58	0.00	0.00	73.42	88.7
500.520 Bldg. Maintenance	45,000.00	45,000.00	9,009.25	220.98	0.00	35,990.75	20.0
500.536 Sea Oats	12,000.00	12,000.00	800.00	0.00	0.00	11,200.00	6.7
500.550 Operating Expenses	112,000.00	112,000.00	20,038.09	5,065.30	0.00	91,961.91	17.9
500.640 Capital Outlay - Equipt & Mach	47,500.00	47,500.00	6,590.00	0.00	0.00	40,910.00	13.9
Recreation	719,384.00	719,384.00	202,712.89	39,061.08	0.00	516,671.11	28.2
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	540,662.00	540,662.00	135,165.50	0.00	0.00	405,496.50	25.0
Interfund Transfers	540,662.00	540,662.00	135,165.50	0.00	0.00	405,496.50	25.0
Expenditures	14,287,803.00	14,287,803.00	5,104,272.91	992,983.95	20,572.44	9,162,957.65	35.9
Net Effect for General Fund	0.00	0.00	4,436,139.86	-395,931.89	20,572.44	-4,415,567.42	0.0
Change in Fund Balance:			4,436,139.86				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	60.31	8.00	0.00	-60.31	0.0
Miscellaneous Revenues	0.00	0.00	60.31	8.00	0.00	-60.31	0.0
Revenues	0.00	0.00	60.31	8.00	0.00	-60.31	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	60.31	8.00	0.00	-60.31	0.0
Change in Fund Balance:			60.31				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	0.00	105,998.00	0.0
Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	0.00	105,998.00	0.0
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	808,183.00	808,183.00	444,592.61	105,073.95	0.00	363,590.39	55.0
322.105 Fire Plan Review Fees	16,500.00	16,500.00	7,777.40	1,191.40	0.00	8,722.60	47.1
Building Permit and Inpection	824,683.00	824,683.00	452,370.01	106,265.35	0.00	372,312.99	54.9
Revenues	874,683.00	930,681.00	452,370.01	106,265.35	0.00	478,310.99	48.6
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	80,642.00	80,642.00	25,265.13	5,207.53	0.00	55,376.87	31.3
500.210 Employer FICA Taxes	6,170.00	6,170.00	2,203.12	451.98	0.00	3,966.88	35.7
500.220 Retirement	15,802.00	15,802.00	2,865.38	590.10	0.00	12,936.62	18.1
500.230 Group Insurance	22,069.00	22,069.00	5,398.52	719.96	0.00	16,670.48	24.5
500.315 Professional Services	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.402 Building Permit Services	650,000.00	650,000.00	162,069.49	0.00	0.00	487,930.51	24.9
500.624 Capital Outlay-Bldg. Improvemt	0.00	55,998.00	0.00	0.00	0.00	55,998.00	0.0
Building	874,683.00	930,681.00	197,801.64	6,969.57	0.00	732,879.36	21.3
Expenditures	874,683.00	930,681.00	197,801.64	6,969.57	0.00	732,879.36	21.3
Net Effect for Building Fund	0.00	0.00	254,568.37	99,295.78	0.00	-254,568.37	0.0
Change in Fund Balance:			254,568.37				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,193,155.00	1,193,155.00	536,416.51	114,048.75	0.00	656,738.49	45.0
Charges for Services	1,193,155.00	1,193,155.00	536,416.51	114,048.75	0.00	656,738.49	45.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	74.10	15.68	0.00	1,425.90	4.9
Miscellaneous Revenues	1,500.00	1,500.00	74.10	15.68	0.00	1,425.90	4.9
Revenues	1,394,936.00	1,394,936.00	536,490.61	114,064.43	0.00	858,445.39	38.5
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	58,968.00	58,968.00	30,829.72	6,087.20	0.00	28,138.28	52.3
500.140 Overtime Salaries	5,250.00	5,250.00	2,082.47	209.04	0.00	3,167.53	39.7
500.210 Employer FICA Taxes	4,913.00	4,913.00	2,505.22	478.89	0.00	2,407.78	51.0
500.220 Retirement	10,422.00	10,422.00	4,965.45	999.57	0.00	5,456.55	47.6
500.230 Group Insurance	8,773.00	8,773.00	2,665.86	390.86	0.00	6,107.14	30.4
500.315 Professional Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.340 Sewer/Wastewater	800,000.00	800,000.00	306,515.50	58,591.94	0.00	493,484.50	38.3
500.345 Contractual Services	18,000.00	18,000.00	7,631.95	1,526.39	0.00	10,368.05	42.4
500.430 Electric Service	24,000.00	24,000.00	5,717.80	1,158.74	0.00	18,282.20	23.8
500.431 Water Service	360.00	360.00	89.19	18.92	0.00	270.81	24.8
500.459 Sewer Line Maintenance	280,000.00	280,000.00	3,200.00	0.00	0.00	276,800.00	1.1
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	59.09	0.00	0.00	2,190.91	2.6
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	18,478.00	18,478.00	0.00	56,522.00	24.6
Sanitary Sewers	1,394,936.00	1,394,936.00	384,740.25	87,939.55	0.00	1,010,195.75	27.6
Expenditures	1,394,936.00	1,394,936.00	384,740.25	87,939.55	0.00	1,010,195.75	27.6
Net Effect for Sewer Fund	0.00	0.00	151,750.36	26,124.88	0.00	-151,750.36	0.0
Change in Fund Balance:			151,750.36				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from Fire Fund	898,507.00	917,507.00	0.00	0.00	0.00	917,507.00	0.0
Appropriated Fund Balance	898,507.00	917,507.00	0.00	0.00	0.00	917,507.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,012,348.00	1,012,348.00	934,249.04	37,255.05	0.00	78,098.96	92.3
Fire Assessment	1,012,348.00	1,012,348.00	934,249.04	37,255.05	0.00	78,098.96	92.3
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,900.00	33,900.00	31,546.74	0.00	0.00	2,353.26	93.1
Charges for Services	33,900.00	33,900.00	31,546.74	0.00	0.00	2,353.26	93.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	86.83	24.96	0.00	913.17	8.7
Miscellaneous Revenues	1,000.00	1,000.00	86.83	24.96	0.00	913.17	8.7
Revenues	1,945,755.00	1,964,755.00	965,882.61	37,280.01	0.00	998,872.39	49.2
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	25,873.00	17,205.00	0.00	43,627.00	37.2
500.320 Audit Expense	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.0
500.345 Contractual Services	919,855.00	919,855.00	383,272.90	76,654.58	0.00	536,582.10	41.7
500.520 Bldg. Maintenance	2,000.00	2,000.00	853.08	238.08	0.00	1,146.92	42.7
500.644 Capital Outlay-Vehicles	918,000.00	937,000.00	0.00	0.00	887,740.00	49,260.00	94.7
500.912 Transfer to General Fund	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Fire Department	1,945,755.00	1,964,755.00	415,498.98	94,097.66	887,740.00	661,516.02	66.3
Expenditures	1,945,755.00	1,964,755.00	415,498.98	94,097.66	887,740.00	661,516.02	66.3
Net Effect for Fire Fund	0.00	0.00	550,383.63	-56,817.65	887,740.00	337,356.37	0.0
Change in Fund Balance:			550,383.63				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	406,337.00	2,887,281.00	0.00	0.00	0.00	2,887,281.00	0.0
380.204 Appropriated from El Mar Reser	677,566.00	677,566.00	0.00	0.00	0.00	677,566.00	0.0
380.211 Appropriated El Mar Res.FDG Fi	1,650,000.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
Appropriated Fund Balance	2,733,903.00	5,214,847.00	0.00	0.00	0.00	5,214,847.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.931 American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Intergovernmental Revenues	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	205.27	54.04	0.00	394.73	34.2
361.104 Pompano Beach-Palm Club Sewer	0.00	0.00	150,000.00	150,000.00	0.00	-150,000.00	0.0
Miscellaneous Revenues	600.00	600.00	150,205.27	150,054.04	0.00	-149,605.27	25,034.2
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	540,662.00	540,662.00	135,165.50	0.00	0.00	405,496.50	25.0
381.106 Transfer from Parking Fund	1,109,300.00	1,109,300.00	277,325.00	0.00	0.00	831,975.00	25.0
Interfund Transfers	1,649,962.00	1,649,962.00	412,490.50	0.00	0.00	1,237,471.50	25.0
Revenues	6,053,309.00	8,534,253.00	2,231,539.77	150,054.04	0.00	6,302,713.23	26.1
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	24,591.00	24,591.00	11,313.57	2,284.61	0.00	13,277.43	46.0
500.210 Employer FICA Taxes	1,882.00	1,882.00	865.48	174.77	0.00	1,016.52	46.0
500.220 Retirement	7,134.00	7,134.00	3,888.01	692.01	0.00	3,245.99	54.5
500.230 Group Insurance	6,136.00	6,136.00	2,094.19	324.15	0.00	4,041.81	34.1
500.640 Capital Outlay - Equipt & Mach	125,000.00	125,000.00	57,011.00	56,623.00	56,576.00	11,413.00	90.9
General	164,743.00	164,743.00	75,172.25	60,098.54	56,576.00	32,994.75	80.0
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	45,000.00	16,347.93	0.00	4,495.00	24,157.07	46.3
A1A Hibiscus Crosswalk	0.00	45,000.00	16,347.93	0.00	4,495.00	24,157.07	46.3
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	251,000.00	321,755.00	0.00	0.00	306,998.00	14,757.00	95.4
Town Hall Complex	251,000.00	321,755.00	0.00	0.00	306,998.00	14,757.00	95.4
Dept: 545.100 Downtown Parking Reconfigurati							
500.630 Cap Outlay Imp other than bldg	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Downtown Parking Reconfigurati	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	220,297.00	2,112.83	0.00	0.00	218,184.17	1.0
Bel Air -Seawall Repair- East	0.00	220,297.00	2,112.83	0.00	0.00	218,184.17	1.0
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	70,000.00	109,954.00	22,288.57	3,449.52	0.00	87,665.43	20.3
Canal Dredging	70,000.00	109,954.00	22,288.57	3,449.52	0.00	87,665.43	20.3
Dept: 559.027 Storm Water Rate Study							
500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Storm Water Rate Study	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.028 East Tradewinds Improvement							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
East Tradewinds Improvement	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	0.00	54,518.00	19,663.52	371.20	0.00	34,854.48	36.1
Beach Renourishment	0.00	54,518.00	19,663.52	371.20	0.00	34,854.48	36.1
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	150,000.00	150,000.00	2,034.35	0.00	0.00	147,965.65	1.4
Pedestrian Amenities	150,000.00	150,000.00	2,034.35	0.00	0.00	147,965.65	1.4
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	1,450,000.00	3,156,061.00	2,171,429.75	20,005.00	0.00	984,631.25	68.8
Palm Club Sewer	1,450,000.00	3,156,061.00	2,171,429.75	20,005.00	0.00	984,631.25	68.8
Dept: 576.135 Street Project Codrington Driv							
500.629 Capital Outlay - Design/Permit	0.00	0.00	19,466.80	0.00	0.00	-19,466.80	0.0
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,254,359.00	9,782.22	6,668.00	0.00	1,244,576.78	0.8
Street Project Codrington Driv	1,150,000.00	1,254,359.00	29,249.02	6,668.00	0.00	1,225,109.98	2.3
Dept: 576.136 Street Proj.Bougain.Poinciana							
500.630 Cap Outlay Imp other than bldg	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Dept: 577.101 Dog Park Pilot							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Greenway- El Mar Drive	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Expenditures	6,053,309.00	8,534,253.00	2,363,589.40	90,592.26	368,069.00	5,802,594.60	32.0
Net Effect for Capital Project Fund	0.00	0.00	-132,049.63	59,461.78	368,069.00	500,118.63	0.0
Change in Fund Balance:			-132,049.63				

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Licenses & Permits	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	130,000.00	130,000.00	81,756.89	6,061.00	0.00	48,243.11	62.9
344.520 Parking Agreements	65,331.00	65,331.00	78,913.00	0.00	0.00	-13,582.00	120.8
344.551 South Ocean	185,000.00	185,000.00	90,388.48	27,753.88	0.00	94,611.52	48.9
344.552 Ocean Front Meters	290,000.00	290,000.00	147,090.58	29,325.88	0.00	142,909.42	50.7
344.553 Commmercial Blvd. Meters	60,000.00	60,000.00	33,035.70	7,479.19	0.00	26,964.30	55.1
344.554 Parking Meters - Beach	200,000.00	200,000.00	73,282.36	18,987.87	0.00	126,717.64	36.6
344.555 Palm Portal- FDG	70,252.00	70,252.00	34,257.59	9,995.03	0.00	35,994.41	48.8
344.556 El Prado Parking Lot	400,000.00	400,000.00	194,618.43	56,067.23	0.00	205,381.57	48.7
344.558 Town Hall Parking Lot	25,000.00	25,000.00	10,486.83	4,312.70	0.00	14,513.17	41.9
344.559 El Mar Parking Lot	200,000.00	200,000.00	104,406.01	24,303.93	0.00	95,593.99	52.2
344.560 A1A Parking Lot	400,000.00	400,000.00	221,222.78	59,990.97	0.00	178,777.22	55.3
344.563 Bougainvilla/ Poinciana	125,000.00	125,000.00	69,331.69	19,274.73	0.00	55,668.31	55.5
Charges for Services	2,150,583.00	2,150,583.00	1,138,790.34	263,552.41	0.00	1,011,792.66	53.0
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	37,507.00	14,860.00	0.00	87,493.00	30.0
Fines & Forfeitures	125,000.00	125,000.00	37,507.00	14,860.00	0.00	87,493.00	30.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	362.41	100.85	0.00	637.59	36.2
Miscellaneous Revenues	1,000.00	1,000.00	362.41	100.85	0.00	637.59	36.2
Revenues	2,294,883.00	2,294,883.00	1,176,659.75	278,513.26	0.00	1,118,223.25	51.3
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	190,793.00	190,793.00	76,151.65	15,179.20	0.00	114,641.35	39.9
500.140 Overtime Salaries	3,300.00	3,300.00	1,135.68	0.00	0.00	2,164.32	34.4
500.210 Employer FICA Taxes	14,848.00	14,848.00	4,777.12	933.82	0.00	10,070.88	32.2
500.220 Retirement	32,048.00	32,048.00	9,544.65	2,106.68	0.00	22,503.35	29.8
500.230 Group Insurance	68,531.00	68,531.00	13,439.41	2,636.45	0.00	55,091.59	19.6
500.345 Contractual Services	350,818.00	350,818.00	120,268.02	52,346.53	0.00	230,549.98	34.3
500.353 Parking Alternatives	294,000.00	294,000.00	88,428.39	14,879.16	0.00	205,571.61	30.1
500.410 Communications	2,400.00	2,400.00	394.04	98.93	0.00	2,005.96	16.4
500.430 Electric Service	5,280.00	5,280.00	2,128.41	589.20	0.00	3,151.59	40.3
500.431 Water Service	23,004.00	23,004.00	8,239.58	1,936.75	0.00	14,764.42	35.8
500.445 Equip Rent/Lease	0.00	0.00	3,991.80	798.36	0.00	-3,991.80	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	566.04	0.00	0.00	4,433.96	11.3
500.462 Fuel	10,000.00	10,000.00	2,715.47	490.47	0.00	7,284.53	27.2
500.463 Service Maintenance Contracts	30,200.00	30,200.00	22,770.00	0.00	0.00	7,430.00	75.4
500.497 Contingency	10,000.00	7,310.00	0.00	0.00	0.00	7,310.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	736.52	599.70	0.00	7,163.48	9.3
500.508 Postage	2,000.00	2,000.00	987.66	569.25	0.00	1,012.34	49.4
500.510 Office Supplies	1,000.00	1,000.00	148.64	0.00	0.00	851.36	14.9
500.525 Uniform Expense	3,000.00	3,000.00	712.10	0.00	0.00	2,287.90	23.7
500.532 Signs	10,000.00	10,000.00	5,396.10	1,338.20	0.00	4,603.90	54.0
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	1,703.24	1,703.24	0.00	29,046.76	5.5
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	26,610.00	26,610.00	11,750.12	490.40	0.00	14,859.88	44.2
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.630 Cap Outlay Imp other than bldg	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	0.00	46,790.00	0.00	0.00	30,189.15	16,600.85	64.5
500.644 Capital Outlay-Vehicles	58,101.00	14,001.00	0.00	0.00	0.00	14,001.00	0.0

For the Period: 10/1/2021 to 2/28/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Parking Operations	1,185,583.00	1,185,583.00	375,984.64	96,696.34	30,189.15	779,409.21	34.3
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,109,300.00	1,109,300.00	277,325.00	0.00	0.00	831,975.00	25.0
Interfund Transfers	1,109,300.00	1,109,300.00	277,325.00	0.00	0.00	831,975.00	25.0
Expenditures	2,294,883.00	2,294,883.00	653,309.64	96,696.34	30,189.15	1,611,384.21	29.8
Net Effect for Parking Fund	0.00	0.00	523,350.11	181,816.92	30,189.15	-493,160.96	0.0
Change in Fund Balance:			523,350.11				
Grand Total Net Effect:	0.00	0.00	5,784,203.01	-86,042.18	1,306,570.59	-4,477,632.42	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of Februray 28,
2022

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 2/28/2022	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	10,572,807.22	0.02%	134.31	588.61
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
			GENERAL FUND	BANK SUBTOTAL		13,072,807.22		134.31	588.61
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	174,102.60	0.15%	20.63	89.54
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,468.13	0.15%	10.01	43.45
			GENERAL FUND	SBA SUBTOTAL		258,570.73		30.64	132.99
			GENERAL FUND	GRAND TOTAL		13,331,377.95		164.95	721.60
			101 Police Forfeiture & Training						
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,429.74	0.02%	Included Above	Included Above
			POLICE FUND	TOTAL		14,429.74		**0.00**	0.00
			103 Sewer Enterprise Fund						
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,532,387.54	0.02%	15.68	74.10
			SEWER FUND	TOTAL		1,532,387.54		15.68	74.10
			115 Fire Fund:						
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		2,104,915.79	0.02%	24.96	86.83
			FIRE FUND	GRAND TOTAL		2,104,915.79		24.96	86.83
			300 Capital Improvement Fund:						
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	3,692,180.70	0.02%	54.04	205.27
			CAPITAL IMPROVEMENT FUND	TOTAL		3,692,180.70		54.04	205.27
			310 Parking Improvement Fund						
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,622,512.01	0.02%	100.85	360.73
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	47,621.00	0.02%	2.69	4.37
			PARKING FUND	TOTAL		7,670,133.01		103.54	365.10
			102 Building Fund						
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	371,929.41	0.02%	3.71	15.28
			BUILDING FUND	TOTAL		371,929.41		3.71	15.28
			ALL FUNDS	GRAND TOTAL		28,717,354.14		366.88	1,468.18

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of Februray 28,
2022

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	28,458,783.41	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	258,570.73	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	28,717,354.14	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	13,331,377.95	46%
	Police Fund	14,429.74	0%
	Sewer Fund	1,532,387.54	5%
	Fire Fund	2,104,915.79	7%
	Building Fund	371,929.41	1%
	Capital Improvement Fund	3,692,180.70	13%
	Parking Fund	7,670,133.01	27%
	GRAND TOTAL	28,717,354.14	100%

Summary by Bank/Pool	Amount	Percent
SunTrust	28,458,783.41	99%
Florida Prime/State Board of Admin.	258,570.73	1%
GRAND TOTAL	28,717,354.14	100%

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type: Report
Agenda Section: Town Manager Report

Subject Title: **Q1 2022 Visitor Center Report**

Explanation: The Town began managing the operations of the Visitor Center in January. This report is to provide the Commission insights and information regarding the Visitor Center operation. We will also utilize the information to improve the value of the Visitor Center to our residents, visitors and businesses.

The Town's Visitor Center Quarterly Report provides the following information:

Visitor Center Quarterly Insights:

We are hosting visitors from every corner of the US, with Canadian travelers and a few from Germany coming in. Many of the week or longer stays are interested in the Everglades, boat trips or renting boats, and maps of the area and across Florida. A nice string of visitors are staying with friends and relatives in west Broward and coming "east" for the day.

We are in the process of hiring two part time hosts and at least four volunteer ambassadors for the Center. Once the hosts are confirmed, they will be responsible for recruiting and retention of the volunteers, as well as the operation of the Center. They will also assist in coordinating the program for all LBTS tourism related businesses to promote their businesses via rack cards and discounts, among other programs.

We currently have two volunteers, John Siegle and Chris Vallata, who have a combined service of 21 years of volunteering at the Visitor Center! They, along with five-year part time veteran Lisa Johnson, provide a tremendous value of knowledge and hospitality to our Town. It has been a very positive, quick learning experience for me to spend days here each week, to learn what the Visitor Center has offered to visitors in the past and how it can grow in the future.

The big chair is a big hit! It is becoming the" welcome anchor" for the south end of town and visitors are taking pictures throughout the day and is bringing visitors walking by in the door.

Daily Tally:

Q1 2022									ing to
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	TTL	Calls	Hotels
	87		107	85			279	32	
95	112		99	107			413	21	
96	97		83	86			362	48	
76	70		98	110			354	20	
96	30		15	0				7	
363	**396**		**402**	**388**			**1408**	**128**	**55**

Staff tallies each visitor, and the report provides daily and weekly numbers of visitors for better future scheduling and comparison **(Exhibit 1).**

Since our new phone numbers are specifically for the Visitor Center (The Chamber kept their original number of 954-776-1000), the number of calls reported has been significantly reduced, and we believe that we may have missed tallying some calls during the transition to the new numbers.

Visitors Center Sign In:

The Staff has at least doubled the number of visitors signing in **(Exhibit 2**) and thus we are collecting more data on visitors:

Where they are from
How long they are staying
New or repeat visitors

The sign in sheets also ask for email addresses, and we will be following up with "thank you for stopping by" emails and other updates during the year to keep interest.

Also "How did you hear about us?" will help us grow areas and expand our reach. The quarterly total is included below and the information divided by the month is highlighted in **Exhibit 3**.

Q1 2022	TTL Sign Ins	How?	Repeat	Recc	Sign	Online
	650	**221**	16.29%	14.48%	55.20%	14.03%

DiscoverLBTS.com (The Town Tourism Website)

Site demographics from Q1 on DiscoverLBTS.com compared to Q1 2019 show:

- A large shift in 35-54 viewers age group **(Exhibit 4)**
- Gender has shifted from more female users to male users **(Exhibit 5)**
- Overall users and landing page views are lower **(Exhibit 6)**,
- But with three pages showing a large growth **(Exhibit 7)**:
  - Hotels 357.03%
  - Restaurants 188.60%, and
  - the Pelican Hoppe 170.49%.

Also, the data finds a shift in the highest viewed pages by geographic location, especially as it relates to the second year of "COVID revenge travel." While overall views from our pre COVID top ten states are less than in 2019, there is a noticeable increase in interest from many other states **(Exhibit 8).**

The Town added an inquiry form **(Exhibit 9)** to Discoverlbts.com's STAY page in August 2020, with entries received forwarded to the Visitor Center for distribution to hoteliers. The Staff is now forwarding inquiries to all lodging partners listed on our Town brochures. In the future, Visitor Center Staff will reach out to these inquiries to see if and where they booked in LBTS and add them to the Visitor Center email list.

Our blog posts are helping us attain broader reach in search results (manatees, MobiMat, artificial reefs, etc.)

We are promoting the Visitor Center on our homepage, and have moved some tourism friendly pages from the government site to discover, especially those related to the environment, and more information on our Beaches & Parks. *(The images at the top of this page are Instagram photos that were tagged with our hashtag #LOVELBTS)*

Attachments
Exhibit 1: Daily Walk-in Talley and Hotel Inquiries
Exhibit 2: Example of Visitor Sign in Sheet
Exhibit 3: How Did You Hear About the Visitor Center?
Exhibit 4: Site Demographics
Exhibit 5: Viewership Gender Shift
Exhibit 6: Site Viewer Data
Exhibit 7: Top 10 Landing Pages
Exhibit 8: Top 10 Views by Geo Location
Exhibit 9: discoverlbts Hotel Inquiry Form

EXHIBIT 1

LAUDERDALE·BY·THE·SEA

VISITOR CENTER

Daily Walk-In Talley & Hotel Inquiries

January 2022									Inq to
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	TTL	Calls	Hotels
							0		
Holiday	21		17	20			58	20	
15	29		24	40			108	14	
22	43		26	16			107	14	
40	15		33	30			118	2	
32							32	1	
109	108		100	106			423	51	20

February 2022									Inq to
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	TTL	Calls	Hotels
	36		40	35			111	3	
45	45		40	37			167	3	
44	25		32	47			148	17	
	30		40	40			110	13	
37							37	5	
126	136		152	159			573	41	21

March 2022									Inq to
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	TTL	Calls	Hotels
	30		50	30			110	9	
35	38		35	30			138	4	
30	29		25	23			107	17	
36	25		25	40			126	5	
27	30		15				72	1	
128	152		150	123			553	36	14

Q1 2022									Inq to
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	TTL	Calls	Hotels
	87		107	85			279	32	
95	112		99	107			413	21	
96	97		83	86			362	48	
76	70		98	110			354	20	
96	30		15	0				7	
363	396		402	388			1408	128	55

EXHIBIT 2

LAUDERDALE·BY·THE·SEA
VISITOR CENTER

Visitor Sign in Sheet Example

VISITOR CENTER
LAUDERDALE·BY·THE·SEA

WELCOME TO
LAUDERDALE·BY·THE·SEA

March 22.

Name	Email	Where are You From?	Where are You Staying?	#Guests	Length of Stay	How Did You Hear About our Visitor Center?	First Visit?	Overall Impression of Our Services
Arun Rao	adrao46@hotmail	Madison WI		5	5			
Filomena Sexton	fsexton@comcast.net	MI	sea loed	2	Ce day	walked by	NO	wonderful!
Jeannine Wheaton	jeannine.wheaton@gmail.com	Gloucester MA	Blue Seas Courtyard	2	8 days	Online	Yes	Great.
Gia Chacon		TAVARES FL		2	3	INTERNET	YES	VERY NICE
Joan Crowe	JMSCROWE81203 Gmail.com	Berlin CT	Air b+b	2	4days	walked by	no	great
Kathy Cavenaugh	KATCAMERO@GMAIL	NH - 2nd.	LEWARD	4	8 DAYS	WALK by	yes	PERFECT
Justin Lang	—	Germany	Oakland Park	2	19 days	Uncle	NO	great
IRENE ANTONAS	ireneantonas@hotmail.	Montreal	LOBS	5	3days	walk by	NOPE	GREAT!
Greg Chojnowski	gregcloc371 6@yahoo	NC	Beach	2	3Day	Driving	Yes	Great
Jason & Shawn Ethy	Shawnethy@yahoo	Michigan	across the street	2	3 nights	internet	yes	Super! Thank you Ethan
Gloria & Tony Oren	gloria@renegmail.com	Vancouver WA	Miltons manor apt in	2	1 WK	online	no	great
Elizabeth Cripe	—	Minneapolis, MN	Tides Inn	2	Wk	online	yes	lovely!
Edna Shea		Stow to Ske	BUR	1	Wk			
Dale Clark	dalbone1958@yahoo.com	Akron OH	Shore haven	1	2 nights	been here before	no	fantastic
Heidi Bartel	heidi.Bartel@gmail.com		Seven Hills	OH!	Shore Haven	3nights	Friendly	yes
Lisa Jackson	lisajackson35@yahoo.com	Kenton	Shore Haven	3	3	walk by	no	great!
Alex Knight			Beach Comber	4	5	Drive by	yes	Great
SANDRA HINKLE	CHINOGO4321@Gmail.Com							
		BOSTON, MA, POMPANO BCH		2	14	RESIDENT	NO.	AWESOME

Total for the end 200

Total 44

EXHIBIT 3

LAUDERDALE·BY·THE·SEA
VISITOR CENTER

How Did You Hear About Us?



January	TTL Sign Ins	How?	Repeat	Recc	Sign	Online
	86	**30**	33.33%	0.00%	56.67%	10.00%

February	TTL Sign Ins	How?	Repeat	Recc	Sign	Online
	299	**108**	16.67%	16.67%	51.85%	14.81%

March	TTL Sign Ins	How?	Repeat	Recc	Sign	Online
	265	**83**	9.64%	16.87%	59.04%	14.46%

Q1 2022	TTL Sign Ins	How?	Repeat	Recc	Sign	Online
	650	**221**	16.29%	14.48%	55.20%	14.03%

Repeat Have been here before

Recc Recommended by family, friend, hotel

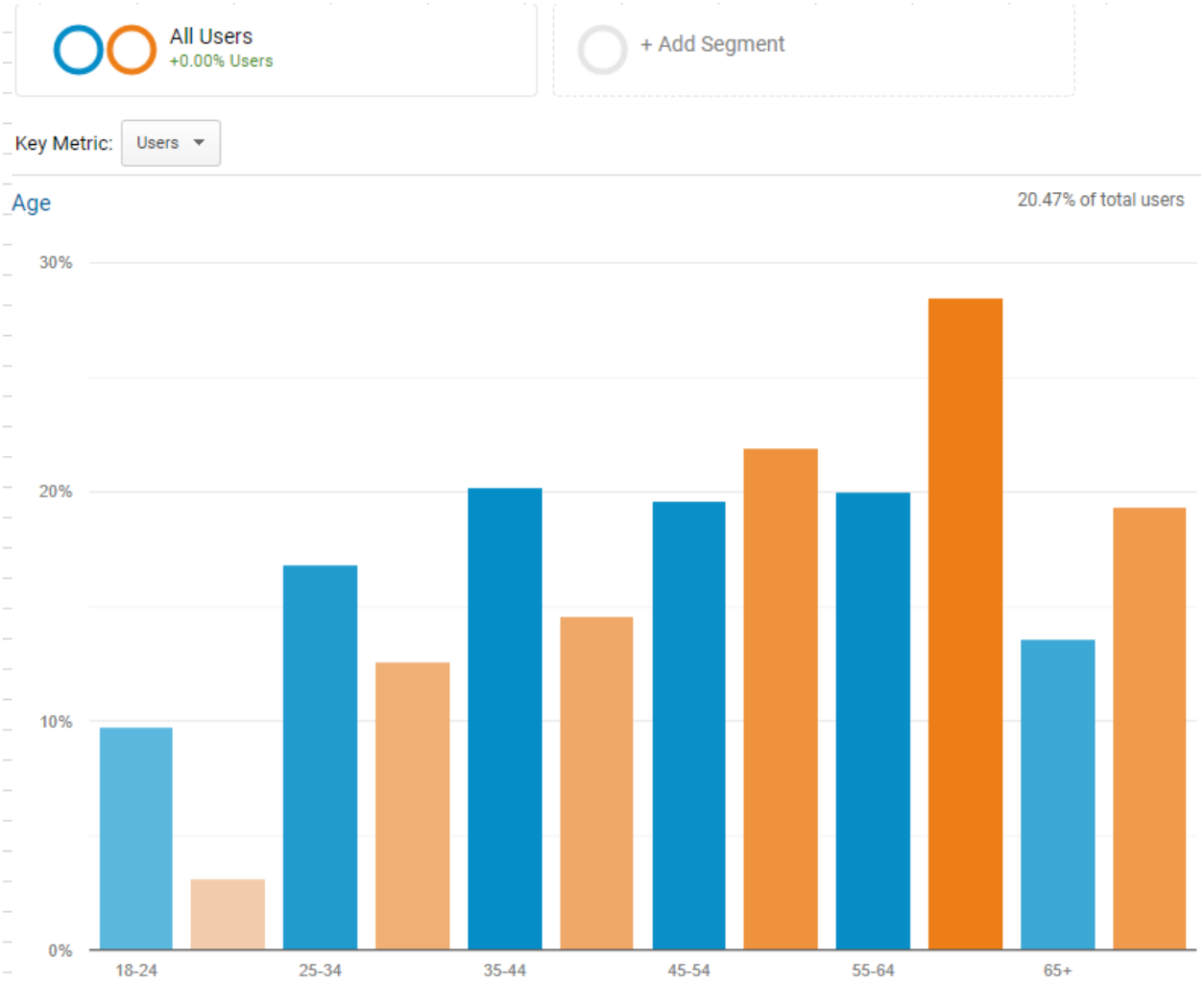
Sign Walking or driving by and saw the sign(s)

Online Search, website, TripAdvisor, etc

The Official Visitor and Events Site for

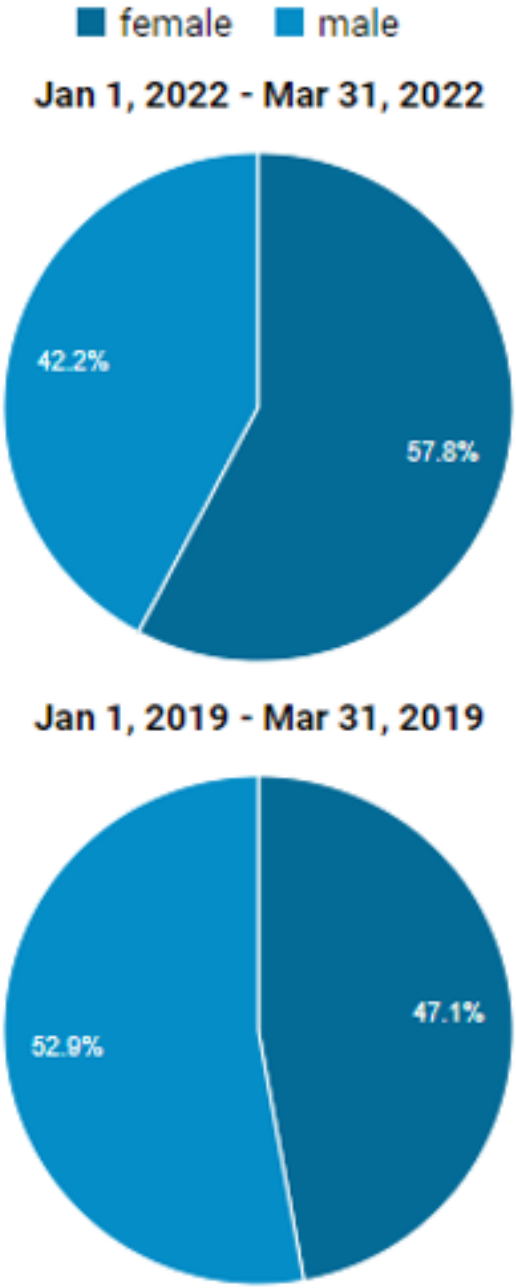
LAUDERDALE BY • THE • SEA

Demographics Shifted to Viewers Predominantly 35-54 Compared to 2019



The Official Visitor and Events Site for LAUDERDALE BY • THE • SEA

User Genders have Shifted from More Females to More Males



The Official Visitor and Events Site for

LAUDERDALE BY • THE • SEA

discoverLBTS.com

Viewer Data

Without Webcam Views

Year			**2022**	*2019*
Users		**Total**	**38,424**	
New Users		**New Users**	**37,172**	
Sessions		**# Pgs Viewed**	**79,710**	
Pageviews	GEO	**US**	**82.23%**	
Unique Pageviews	GEO	**US**	**31876**	*-15.53*

The Official Visitor and Events Site for LAUDERDALE BY • THE • SEA

Top 10 Landing Pages with Biggest Increase

discoverLBTS.com	Q1 2022	Up from
Top 10 Landing Pages	Users	*2019*
Events	5444	
Dive/Snorkel	1558	
Hotels	4832	*357.03%*
Restaurants	2715	*188.60%*
Hopper	832	*170.49%*
Farmers Mkt	587	
Getting Around	440	
Visitor Center	357	
About Us	277	
Rediscover LBTS by Bike	134	
Business Directory/LBTS Retailers	107	
all others less than 100		

The Official Visitor and Events Site for

LAUDERDALE BY • THE • SEA

Top 10 Views by Geo Location		
		Up from 2019
FL	14,488	*-20.13%*
NY	2,524	*-16.40%*
MA	1,865	*0.43%*
PA	1,265	*-8.33%*
OH	1,257	*-24.14%*
IL	1,211	*-8.12%*
MI	1,111	*-18.67%*
NJ	962	*-25.19%*
TX	553	*37.91%*
GA	525	*-41.92%*

The Official Visitor and Events Site for LAUDERDALE BY • THE • SEA

Notable Increases in Viewership via Geo Location

		Up from 2019
WI	**487**	***39.52%***
MN	**464**	***34.49%***
IN	**439**	***2.57%***
Conn	**193**	***41.97%***
WA	**229**	***55.86%***
NH	**222**	***51.02%***
WA	< 100 views	***55.86%***
NH		***51.02%***
IA		***128.92%***
ME		***17.02%***
WY		***102.04%***
NV		***90.91%***
LA		***26.23%***
Utah		***39.58%***
SD		***514.29%***
ND		***76.92%***
ID		***23.53%***
MT		***16.67%***

LAUDERDALE·BY·THE·SEA
VISITOR CENTER

EXHIBIT 9

discoverLBTS.com Inquiry Form

FW: Hotel Inquiry from discoverlbts.com for 12/24/2022 through...

VC Visitor Center
To Visitor Center 3/14/2022
Bcc 4145bythesea@gmail.com; info@thebeachsidevillageresort.com; floridabt@aol.com; Cristie Furth; **+30 others**

attachments unless you are certain they are safe.

Date of Entry: 2022-03-12 15:56:40

Name

Pierre Mondor

Phone

Email

@cgocable.ca

Arrival Date

12/24/2022

Departure Date

01/07/2023

Number of Nights

14

Number of Beds

2

Number of Adults

1

Number of Children

2

How did you hear about LBTS?

General Search

How do you plan to travel?

Fly

I am interested in the following amenities:

- Beachfront
- On El Mar Drive

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type: Special Event Application
Agenda Section: New Business

Subject Title: **Special Event Application for Coqui Surf Camp**

Explanation: Coqui Surf Foundation Inc. ("CSFI"), a non-profit organization, (the "Applicant") has submitted the attached special event application **(Exhibit 1)** for Commission consideration for a proposed "Surf Camp". The four week-long camp (the "Event") is proposed to be held in El Prado Park, and the beach and waters east of the park on weekdays between June 6 and July 1, 2022. The Camp Director is Town resident Janice Anderson.

The Applicant has indicated that they would like to make this an annual summer event in LBTS, but the application only covers the summer 2022 event. The Applicant is proposing to provide instruction and entertainment in surfing, paddleboarding, arts and crafts, music, martial arts and yoga to Broward County students on summer break. (More details are in their proposal at the end of their application). The proposed cost for the camp will be $250 for the entire week, $200 for ½ days or 3 days per week and $80 daily.

The Applicant is projecting to have an average of twenty campers each day, along with six adult volunteers and five spectators. The Town is requiring at least one lifeguard monitoring the campers when in the ocean. Below is the daily camp schedule:

Monday, Tuesday, Wednesday, Thursday and Friday
Weeks: June 6, June 13, June 20, and June 27

Start of Set Up	8:00 a.m.
Parent Drop Off	8:30 a.m.
Event Begins	9:00 a.m.
Event Ends	2:00 p.m.
Parent Pick up by	2:30 p.m.
Clean Up Completed	3:00 p.m.

The Applicant will have a battery-operated amplified sound system to give instructions to participants. Campers will bring their lunches, and CSFI camp counselors will coordinate cleanup and trash removal.

The Applicant is proposing four (4) canopies to be erected, with two on the beach and two in El Prado Park, each with "Coqui Surf Camp" on the canopy. The Applicant also requests two yard signs to be placed in El Prado Park during camp hours directing participants to the area. The applicant requested

the use of Town resident parking for loading and unloading. Staff has reviewed this request and is instead suggesting allowing two cars the ability to park for 30 minutes in the outbound lane at El Prado for loading purposes in the morning and afternoon with permission for up to three cars to stack on El Mar Drive while picking up students. BSO will monitor to ensure there are no disruptions to the public. The Applicant is also asking the Town to post their fliers in Town kiosks.

Due to the Event date being within turtle season, the Applicant will coordinate and garner approval from our turtle monitoring crew (Condition #4).

Staff has sent a courtesy email to Villas by the Sea management company informing them of the proposed event and seeking their input. While we have not heard from Villas by the Sea, we have included two emails of community support from residents **(Exhibit 2)**.

The application was received on April 14. Based on Resolution 2017-41 Chapter 17 Special Event Fees **(Exhibit 3)**, Section 3.1.8 gives the Town Manager the authority to set the application fee based on the purpose, number of attendees and impact on the facility. The Town Manager suggested a $100 fee. Applications submitted less than 60 months away from the event are required to pay a $250 fee plus costs of processing the application.

The Applicant is requesting that the Commission waive the $100 application fee as they are a nonprofit organization and they are providing a benefit to their community students.

Recommendation: Staff requests that the Commission determine the application fee (either $100 or waive) and approve the Event based on the following conditions:

1. Applicant will give 24 hour written notice of Event being postponed due to weather conditions to Special Event Manager, if possible.
2. Final Site Plan must be presented for approval at least 48 hours in advance of the Event.
3. No registration fees will be accepted onsite at the Event.
4. Applicant shall provide adequate lifeguards during the Event, and counselors will escort campers to restrooms as needed.
5. Turtle Season: Applicant shall contact NSU directly at an591@nova.edu to coordinate a clearance notification. All proposed beach activities will stay clear of all active nests to accommodate conservation measures. Turtle nests within the Event area shall be marked by Broward County Sea Turtle Conservation Program and left in place unless natural factors threaten the success of the nest... A circle with a radius of ten (10) feet, centered at the clutch, shall be marked by stake and survey tape or string. No activities shall enter this circle and no adjacent activities shall be allowed which might directly or indirectly disturb the area within the staked circle.
6. Two vehicles may park along El Mar Drive between 8:00 a.m. and 8:30 a.m. and 2:00 p.m. and 3:00 p.m. for transferring of Event equipment. Three “parent” cars may stack on El Mar for pick up. Otherwise, no road closures or special parking permits have been approved.
7. Canopies, tables, and chairs will not interfere with pedestrian walkways or paths, ingress or egress. Canopies will be anchored in the ground.
8. The Applicant shall provide the Town with a proposed written notice to be sent to all adjacent properties by this Event by May 5, 2022 for approval prior to distribution and confirm to the Town in writing which properties have been notified.
9. 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 the waste receptacles and recycling bins and pick up litter within the Event site and 100 feet of the site.
10. Clean-up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event and a clean-up fee starting at $150 will be charged if area is not cleaned to Town standards.

11. The beach, streets, and sidewalks shall be free of any debris and cleaned at the end of tear down.
12. Sound system will be operated so as not to violate the Town's Code with special care regarding the noise levels in Chapter 13 of the Town Code.
13. All signage, other than two yard signs, shall be submitted to Development Services at least 15 days prior to the Event for approval and permitting.
14. All related Fire Marshall and Building Official's related requirements have been approved.
15. At least thirty (30) days prior to the Event, the Applicant 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 (30) days written notice required for cancellation.
16. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
17. 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.
18. 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 Applicant has 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, and without increasing the administration costs of the Town.
19. Applicant shall owe no monies to the Town at the time of the Event. There will 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.
20. 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 event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
21. Permission for this Event may be suspended or modified by the Commission, Town Manager or designee.

Attachments:

Exhibit 1: Cover Letter, Special Event Application Coqui Surf Camp and Proposal
Exhibit 2: Emails supporting the Special Event Application
Exhibit 3: Reso 2017-31 Re: Chapter 13 Special Event Fees

Exhibit 1

Debbie Hime

From: craig tolz <surftolz@gmail.com>
Sent: Thursday, April 14, 2022 8:46 PM
To: Debbie Hime
Subject: Coqui Surf Camp

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hello,

My name is Craig Tolz and I am bringing this proposal to the LBTS Town Commision on behalf of Janice Anderson's recommendation of creating a surf camp at El Prado Park Beach.

I've been searching for the perfect location to create a safe fun summer surf camp here in Broward County. When Janice recommended it I realized she was absolutely right. After managing the local surf shop Surf World for the past twelve years and running the local Surfrider Foundation Chapter for four years I felt the calling to teach interested youths all about the ocean and the sport of surfing.

As a non-profit ourselves the Coqui Surf Foundation helps provide a summer surf camp opportunity for our local Broward County students and students from Isabela Aguadilla, Puerto Rico. We were hoping the LBTS Town Commission would waive the application fee for the registration of our event.

Last year we had a great summer session at our surf camp located in Jobos Beach, Puerto Rico. This summer we decided to split the summer in half and start a local surf camp here in South Florida for the month of June, and then host surf camp in Puerto Rico for July and August.

Being a native Floridian and having a lifetime of friends and family here locally and close by will help to support the management and growth of Coqui Surf Camp Florida.

I feel having Coqui Surf Camp at El Prado Park Beach will be beneficial to the kids in our community. Creating a safe learning experience for kids to learn how to surf and padddleboard.

Thank you for considering this event.

We would love to have Coqui Surf Camp part of the Lauderdale By The Sea community.

Craig

Craig Tolz
754.779.0332
surftolz@gmail.com
CoquiSurfCamp.com

4-14-22 dh

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: Janice Andersen

Event Name: COQUI SURF CAMP

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: COQUI SURF CAMP
Watersport lessons & activities

Event Purpose, Description and Activities: Surfing, Paddleboarding, Skimboarding
Arts & Crafts
Music
Martial Arts
Yoga

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

Day(s) and Date(s) of Event: June 6 2022 - July 1st 2022
Weekly Monday - Friday 9a-2p

Proposed location of the Event (location, streets, landmarks):
El Parado Park Beach
Surf comp lessons on the beach / Other activities in the park

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

Participants: 20 p/day #Spectators 5 #Adult volunteers: 6

Please complete the following table:

Activity	Day	Time
Start of set-up:	6/6 - 7/1	8 am
Start time of the Event: Parent drop off		8:30 am
EVENT In the water		9 am
End time of the Event:		2:00 pm
Start of Clean up: Parent pick up		2:30 pm
Clean-up completed by: (Site restored to original condition)		3:00 pm

* Waiver Attached

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:

* Attached

Person submitting Application ("Responsible Party"): 23 year resident!

Name: Janice Anderson

Mailing address: 41636 El Mar Dr. #101 LBTS, FL. 33308

Phone: Mobile phone: 954 817 1037

Email: Janicebeachcondo@yahoo.com Fax:

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

Name(s): Craig Tolz

Mailing address: 4841 NE 19th Ave Ft. Laud. FL 33308

Phone: Mobile phone: 754 779 0332

Evening phone: Fax:

Email: surftolz@gmail.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: 1 Resident spot for loading and between 8&8:30 & 2-3pm unloading

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) *As a non profit organization we respectfully request your waiving of the application fee as we are providing a benefit to our community's students

FEES

Are there fees or donations collected on site from the participants or spectators? YES (NO)

If yes, provide details: Fees will be collected prior to the event, No cash collected at event (see attached for fees)

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

__✓__ Proposed live music: List genre, type, ambiance: Ukulele lessons

_____ Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name: COQUI SURF CAMP Email: surftalz@gmail.com

Address: 1057 Hillsboro Mile A1A #812 Hillsboro Beach, FL 33062

Daytime phone: 954 394 7873 Mobile phone: 754 774 0332

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: 2-4 (No sides)
Stages: ____
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)

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: N/A
_____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: Canopies have Surf camp logo at top
2 double sided yard signs at El Prado Park
Mon-Friday June 6 - July 1 during event times
Request posting on events page of Discover Lbts
Request event fliers in boxes now through July 1st

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. All minors will be accompanied to restrooms by an adult counselor

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) We will use Friedt Park and El Mar Plaza restrooms

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 Request up to 3 parents to stack in front of El Prado Park for kid pick up
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)
All participants/parents will pay for parking
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:
Request for use of 1 resident spot to load and unload.

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 _____

N/A

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

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

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

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name	Company	Vendor Type
	N/A	

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 _____

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 CS

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 8am and the area will be cleaned and open by 3pm
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 _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
    a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b) No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

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

d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.

e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.

25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

Applicant		***Property Owner***
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.		*I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.*
Applicant's Signature (required): _____ Date _____		Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:		Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:		STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.		SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida		My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

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

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

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

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

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

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

Add cano @either beach or park

- = yardsign
□ = canopies

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: 4/14/22

Janice Anderson — 954-817-4037

Applicant's Printed Name and Title/Organization — Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Karen Gates

Notary Public, State of Florida
My Commission Expires: 12.22.25

KAREN PAULA GATES
Notary Public - State of Florida
Commission # HH 169843
My Comm. Expires Dec 22, 2025
Bonded through National Notary Assn.

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, signed participants do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with paddle boarding/ surfing, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions. water hazards, including currents, marine life and underwater obstacles
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists. and boats

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasees.

   _____
   Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/_____ **Signature of Adult Participant** | _____ **Name of Adult Participant (Please Print)** | **Email:** _____

S/_____ **Signature of Adult Participant** | _____ **Name of Adult Participant (Please Print)** | **Email:** _____

S/_____ **Signature of Adult Participant** | _____ **Name of Adult Participant (Please Print)** | **Email:** _____

S/_____ **Signature of Adult Participant** | _____ **Name of Adult Participant (Please Print)** | **Email:** _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/_____ **Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have** | _____ **Name of Parent or adult legal Guardian (Please Print)** | _____ **Date**

_____ **Name of Minor (Please Print)**

_____ **Name of Minor (Please Print)** | _____ **Name of Minor (Please Print)**

State of Florida
Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COQUI SURF FOUNDATION INC., a Florida corporation, filed electronically on February 21, 2022 effective February 20, 2022, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N22000002335.

Authentication Code: 220308175602-800382193358#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighth day of March, 2022

Laurel M. Lee
Secretary of State

COQUI SURF CAMP PROPOSAL

Lauderdale By The Sea
Florida

Coqui Surf Foundation

1057 Hillsboro Mile A1A #812
Hillsboro Beach, FL. 33062

754.779.0332
coquisurfcamp@gmail.com

Coqui Surf Camp Summer Event 2022

Coqui Philosophy

Coqui Surf Camp aims to influence and teach our campers how important they are as individuals in this world, and how their actions can impact the future of our planet for generations to come. We introduce campers to our magnificent Atlantic Ocean in a fun, exciting, and educational manner. This Coqui Surf Camp Philosophy allows campers to truly understand how important our oceans and beaches really are, while introducing campers to the sport of surfing, creating a very special relationship with the ocean that will last a lifetime.

COQUI EDUCATION

When attending Coqui Surf Camp campers will learn to embrace the surf lifestyle. Meaning, they will learn to treat nature and the planet with the upmost respect. Campers will always be responsible for anything they bring to the beach and will always help maintain a clean healthy coastline.

The surf lifestyle emphasis balance, on the board, and in the physical and mental welfare of the individual. Spending time by the edge of the sea is always a mind balancing experience, but when blending education and healthy fun activity, takes the entire mind, body, soul experience to a much higher level.

Campers will learn proper surf techniques, starting with picking the right board, paddling different boards, rules and etiquette of the lineup, duck diving, wave selection, paddling left or right, pop up, getting on your feet, bottom turns, top turns, advanced maneuvers, stretching warmups and cool downs for surfing, ocean safety and awareness.

Campers will also learn about ocean wildlife, arts and crafts, martial arts, music, gymnastics, yoga, and meditation.

Coqui Surf Camp advertises on Facebook and Instagram and will be creating advertisements with Google and YouTube in the future.

ACTIVITIES:

Surfing
Skimboarding
Paddleboarding
Snorkeling
Beach Games and Activities
Music
Arts and Crafts
Martial Arts
Gymnastics
Yoga
Meditation

Location:

Prado Park, Lauderdale By The Sea

4 Week Program

June 6th 2022 - July 1st 2022

Mondays - Fridays

9 am - 2 pm

Parent drop off - 8:30 am

Parent pick up - 2pm - 2:30

Camper's Daily Agenda

Mondays, Wednesdays, and Fridays:

8:30 am - Drop Off

9 am - Morning Stretch, Yoga, and Meditation

9:30 am - Optional Continued Advanced Stretching and Yoga

9:30 am - First Group Surf Lessons (Beach and Water)
Second Group Start Beach Games

10:30 am - First Group Start Beach Games/
Second Group Surf Lessons Begin

11:30 am - First Group Lunch Break

12 noon - First Group Lunch Clean Up / Begin Light Stretch and Meditation
Second Group Lunch Break

12:30 pm - First Group Second Surf Lesson Session
Second Group Clean Up / Begin Light Stretching and Meditation

1 pm - First and Second Group in the water Surfing Lessons and Water Games

2 pm - Dry Off, Clean Up, Pack Up, and Pick Up

2:30 pm - Last Parent Pick Up

Tuesdays and Thursdays: (Theme Days)

8:30 am - Drop Off

9 am - Morning Stretch, Yoga, and Meditation

9:30 am - Optional Continued Advanced Stretching and Yoga

9:30 am - First Group Surf Lessons (Beach and Water)
Second Group Start Theme Activities

10:30 am - First Group Start Theme Activities/
Second Group Surf Lessons Begin

11:30 am - First Group Lunch Break

12 noon - First Group Lunch Clean Up / Begin Light Stretch and Meditation
Second Group Lunch Break

12:30 pm - First Group Second Surf Lesson Session
Second Group Clean Up / Begin Light Stretching and Meditation

1 pm - First and Second Group in the water Surfing Lessons and Water Games / Optional Continuing Theme Activity Finish Goal

2 pm - Dry Off, Clean Up, Pack Up, and Pick Up

2:30 pm - Last Parent Pick Up

4

Camp will be in the sand approximately 150 feet south of the beach stair entrance.

Two 10 x 10 ft pop up tents will be adjoined for our weekly lessons and events.

During our themed days of Tuesdays and Thursdays we would like access to the grass area with a 10 x10 pop up tent, possibly two tents, to provide shade away from the wind and the sand for arts and crafts, music, and martial arts activities.

Themed days will have special guest activity counselors giving expertise instruction in each of their fields.

Specialty counselors will be joined by our daily staff consisting of CPR trained and certified staff members, 5 or 6: 1 ratio counselor to camper supervision. Adult counselors will also have CIT (Counselor In Training) and interns accompanying them with daily monitoring of campers.

Our Camp Director Janice Anderson 4636 El Mar Dr. #101 Lauderdale by the Sea and Camp Operating Manager Craig Tolz 4841 NE 19th Ave Ft Lauderdale will direct and supervise counselors and staff accordingly. Management maintaining and conveying focus on safety, organizing activities, and monitoring campers.

We look forward to working with our local municipalities and local organizations for a long and productive development of our summer surf camp in South Florida.

Coqui Surf Camp... an earth, water, mind experience... Combining surf, sun, and fun here in South Florida, influencing local youth's mindset toward ocean conservation and protecting our pristine coastline.

Camp registration is for all ages. Campers must be able to swim

Campers bring lunch from home and camp provides snacks

This will be our first year for Coqui Surf Camp Florida, so it is difficult for us to anticipate how many campers will attend. We are hoping for a minimum of ten campers and a maximum of thirty.

We are expecting registration from local families in the Lauderdale By the Sea neighborhoods and surrounding neighborhoods. With the support of these local families, we plan to grow a large community of ocean minded people that care about the well being of our oceans and waterways. We also expect a small percentage of families to travel from outside areas and visit the beautiful beaches of Lauderdale By The Sea while they're children attend summer camp.

Coqui Surf Camp also works directly in conjunction with the Coqui Surf Foundation. The foundation provides one to three underprivileged youths the opportunity to join each session and provides them lunch. Next summer the Coqui Surf Foundation will be creating an entire summer session for only underprivileged youths to attend. Coqui Surf Foundation also helps underprivileged youths with the purchase of their own boards, allowing campers to practice surfing during the school year.

We are hoping and will be honored to have camp become a reoccurring annual event at Prado Park Lauderdale By The Sea, Florida

Pricing

$250 week

$200 half day week or three day week

$80 one day

COQUI SURF FOUNDATION 501.c (3) - 88-1217151

COQUI SURF SCHOOL LLC DBA

COQUI SURF CAMP

Craig Tolz
Owner/ Operating Manager
4841 NE 19th Ave
Ft Lauderdale, FL 33308
754-779-0332

Janice Anderson
Camp Director
4636 El Mar Drive #101
Lauderdale By The Sea, FL 33308
954-817-1037

Jerald Gruher
Camp Coordinator
1057 Hillsboro Mile A1A #812
Hillsboro Beach, FL 33062
954-394-7873

Exhibit 2

Debbie Hime

From: Debbie Hime
Sent: Thursday, April 21, 2022 9:01 AM
To: Debbie Hime
Subject: Surf Camp

-----Original Message-----
From: Nichole Reaves <reavesnichole@gmail.com>
Sent: Tuesday, April 19, 2022 12:45 PM
To: Debbie Hime <debbieh@lauderdalebythesea-fl.gov>
Subject: Surf Camp

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hi Debbie
My name is Nichole Reaves and I am a resident in LBTS. I would love to see a surf camp in our little community for the kids and adults. Think it is a great way for the community to enjoy our beach and meet other residents as well. Thank you guys for all that you do.

Kind Regrds
Nichole Reaves
1967 S Ocean Blvd, 328 D,
Lauderdale By the Sea, FL 33062

Sent from my iPhone

Debbie Hime

From: Janice Anderson <jemabeachcondo@gmail.com>
Sent: Monday, April 18, 2022 9:05 PM
To: Debbie Hime
Subject: Lbts Surf Camp

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hello Debbie
My name is Janice Anderson. I am a Resident of Lbts and would like support having a Surf camp in our town. I believe any water related activities in our town is great for everyone.. local and visiting.
Thank you for your consideration and all the work you do for our Town.

Sincerely, Janice Anderson

RESOLUTION 2017-41

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 1 "General Provisions," Section 1-13 "Fees," of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed and amended by resolution of the Town Commission; and

WHEREAS, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35 establishing fees for the Rental of Jarvis Hall; and

WHEREAS, On May 27, 2014, the Town Commission adopted Resolution 2014-18 adopting policies and fees governing the use of the Dunes Plaza, Ocean Plaza and Beach Pavilion; and

WHEREAS, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

WHEREAS, on September 23, 2014, the Town Commission adopted Resolution 2014-30 amending the Development Review Permit and License Fee Schedule to consolidate fees and include missing fees; and

WHEREAS, on February 10, 2015 the Town Commission adopted Resolution 2015-05 which included fees related to Medical Marijuana Permits, Street Performers and Vending pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

WHEREAS, Resolution 2015-05 also updated the Development Review Permit and License Fee Schedule to establish additional fees for permits or reviews which require Town staff and resources; and

WHEREAS, Resolution 2015-19 updated Development review of fee schedule; and

WHEREAS, Resolution 2016-20 updated the Development review of fee schedule; and

the Town moved the fee schedules from Development to Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee schedule the plazas and pavilion, while also updating when payment of fees or monies due the Town;

WHEREAS, Resolution 2016-35 moved the fee schedules from Development to Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee schedule the plazas and pavilion, while also updating when payment of fees or monies due the Town;

WHEREAS, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and adopt limitations on the frequency of the use of Jarvis Hall,

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

SECTION 1. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows[1]:

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

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

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

Section 2. The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

Special Event, Park Use, and Street Performing Fee Schedule

The following is applicable to all event and park use permits:

1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail.
2. All fees, including any monies owed the Town must be paid before the event or park permit is issued.
3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced.
4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.

	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
	A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

[1] Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required $100
1.3	Single day event, 25 people + with or without reserved area.	$100
1.4	Multi-day event	$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	

2. Chapter 14.5 - Street Performing

2.1	Street performing annual permit fee	$50

3. Chapter 17 - Special Events

3.1	**Special Event Application Fee** See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	$250 Plus costs, not to exceed $1,500.
	4. A recurring event within a 6 month period	$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	$800
	6. An event that has been advertised prior to Commission approval.	$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	$50 Event may be approved by the Town Manager

	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	**Special Event Application Fee for West Commercial Business District** Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria: 1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The $25 electrical use fee will be waived for usage of one 20 amp outlet at event Application filed within 30 days of an event will not be accepted.	
	1. Submitted at least 60 days in advance of the proposed event date	$20
	2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	$50 Plus costs, not to exceed $1,500.
	3. A recurring event within a 12 month period (for example, once a week or once a month).	$15 per event day
	4. An event that has been advertised prior to Commission approval.	$250 in additional to the application fee
	5. Events that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the area.

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3.3	**Special Event Use Fees for Road Closures and El Mar Median Lane Parking** The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	**Road Closure**	**El Mar Median Lane Parking**
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	$100 per day	N/A
	3. 101 - 200 people	$200 per day	$250
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	$100	$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	$100	$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	$100	$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	$-0-	$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	$-0-	$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	$300	$200 for up to 3 hours, then $50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	$300	$300 for up to 3 hours, then $50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission's policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("**The Plazas**") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.

b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.

c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	**Advanced Advertising**. An event that was advertised prior to receiving Commission approval	$500 plus the application fee and use fee(s).
5.2	**Plaza Event Application Fee** (does not include Use Fee(s))	$100 if filed at least 60 days in advance of the proposed event date. $250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed $1,500.

Plaza Use Fees Are in addition to the Event Application Fees listed above. The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space. Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit. Application filed within 30 days of an event date will not be accepted. A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.		
5.3	LBTS businesses (limited to 4 rentals per year per business)	$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	$425 per day per plaza

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the other provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 24th day of ~~March~~ October 2017.

Mayor Scot Sasser

Attest:

Town Clerk, Tedra Allen

(CORPORATE SEAL)

APPROVED AS TO FORM:

~~Susan L. Trevarthen~~, Town Attorney

Kathryn Mehaffey

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Ken Rubach, Public Works Director
Submitting Department: Public Works
Item Type: New Business
Agenda Section: NEW BUSINESS

Subject Title: Authorize the Town Manager to Negotiate a Contract for the Purchase of the 4312 N. Ocean Drive Parking Lot.

Explanation: In 2015, the Town entered into a lease agreement with Flamingo East LLC (the "Agreement") to build a parking lot at 4312 N. Ocean Drive (the "Property"). The parking lot is comprised of fifty-two parking spaces. As part of the Agreement **(Exhibit 1)**, Flamingo East receives 85% of the revenue while the Town receives the remaining 15% plus 1/120 of the actual cost of the parking lot improvements (as defined in Section 7 of the Agreement) not to exceed $250,000, until the total cost of the parking lot improvements has been deducted from Net Parking Revenues pursuant to Section 4.3(iii) of the Agreement, with the last payment due on August 31, 2026. The lot produces approximately $185,000 in annual revenue and the initial term of the Agreement expires on September 7, 2035, with the option for an additional two, ten-year terms.



Aerial View of 4312 N. Ocean Parking Lot

Ken Richardson, owner of Flamingo East LLC, approached Town staff earlier this year to notify the Town that he is interested in terminating the Agreement and selling the property. Currently they have one other party interested in purchasing the Property, however they wished to allow the Town the option to purchase it first. The current Agreement states:

Lessor may sell the Land during the Term of this Lease, provided that (i) Lessor provides prior written notice of this Lease to the potential purchaser, (ii) the sale is made expressly subject to this Lease, and (iii) Lessor provides prior written notice to Lessee of the sale.

The process for purchasing property is set out in the Town's Purchasing Manual and State Law. The applicable section of the Purchasing Manual (Revised June 13, 2017) is Section IV – EXCEPTIONS TO GENERAL PURCHASING POLICIES Letter J on pages 43 & 44. Specifically, the steps for purchasing property are as follows:

1. **Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain two written appraisals** performed by a state certified real estate appraiser with an MAI Designation if the appraisal exceeds two hundred fifty thousand dollars ($250,000). Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.

2. Appraisal reports, offers and counteroffers are exempt from the provisions of Florida Statutes Section 119.07(1) (Public Records Law) for a period of time as provided in Florida Statutes Section 166.045, as amended from time to time.

3. **No negotiations may be commenced or offer or counteroffer made by the Town for the acquisition by purchase of real property without prior authorization of the Town Commission**.

4. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.

5. **Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice.** Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in the Town.

6. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.

7. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by a majority-plus one vote of the Town Commission. (See Section 166.045(1)(b), Fla. Stat.).

8. In order to prevent the premature disclosure of the Town's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars ($30,000) on related appraisals, and environmental studies without Town Commission approval.

The assessed value of the Property well exceeds the $250,000 threshold, so Staff has ordered and received the required appraisals of the property which range between approximately 3-4 million as well as an appraisal provided by the property owner. Staff also seeks Commission direction as to whether the Commission wishes to have Staff begin to negotiate for the purchase of the Property. If a tentative agreement is reached, it will be scheduled for Commission consideration after the Town provides thirty (30) days' notice to the public of the meeting.

Recommendation: Authorize the Town Manager to begin negotiations for the purchase of the parking lot at 4312 N. Ocean Drive.

Attachments:
EX 1- 4312 N. Ocean Lease Agreement

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**") is made and entered into as of September 8, 2015 (the "**Effective Date**") by and between Flamingo East, LLC, a Florida Limited Liability Company (the "**Lessor**"), and the Town of Lauderdale-By-The-Sea, Florida (the "**Lessee**").

RECITALS

A. Lessor is the fee owner of a certain parcel of land located in the 4300 block of Ocean Boulevard in the Town of Lauderdale-By-The-Sea, Broward County, FL (the "**Land**"). The Land is more particularly described on the attached **Exhibit "A"** and shown on **Exhibit "B"**.

B. As a result of parking needs in the Town of Lauderdale-By-The- Sea, Lessee wishes to lease the Land for use as a public parking lot ("**South Ocean Parking Lot**") subject to and in accordance with the terms and conditions of this Agreement.

C. The parties previously entered into a License Agreement effective October 28, 2014 and the First Amendment to the License Agreement on January 13, 2015 and now desire to terminate the existing License Agreement and enter into a long term Lease. Lessor is agreeable to granting to Lessee a Lease to use the Land solely for a public parking lot subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Termination of Prior License. The parties agree that the October 28, 2014 License, as amended on January 13, 2015, is terminated as of the Effective Date of this Lease Agreement.

3. Lease of Land. The Lessor hereby leases the Land to Lessee, without warranty or representation, upon the terms and conditions contained in this Agreement, to use and improve the Land during the Term (as such term is subsequently defined) for the sole purpose of a Parking Lot; provided, however, that Lessee shall at all times comply with this Agreement. Lessee and Lessor understand and agree that this Agreement constitutes a lease of the Land.

4. Rent.

4.1 Beginning October 1, 2015, Lessee shall pay Lessor, on a monthly basis, rent in an amount equal to 50% of the prior month's Net Parking Revenues.

4.2 Beginning May 1, 2016, or upon completion of the construction of the new

parking lot, whichever occurs first, Lessee shall pay Lessor, on a monthly basis, rent in an amount equal to 85% of the prior month's Net Parking Revenues.

4.3 Net Parking Revenues are defined as the total of all cash and credit card payments received from daily parking or parking permits for the parking spaces in the South Ocean Parking Lot less:

(i) three (3) percent, which represent merchant processing, credit card fees,

(ii) the Pay-by-Phone consumer fees, and

(iii) commencing upon the completion of the construction of the parking lot on the Land or May 1, 2016, whichever occurs last, 1/120 of the actual cost of the parking lot improvements (as defined in Section 7 below) not to exceed $250,000, until the total cost of the parking lot improvements has been deducted from Net Parking Revenues pursuant to this Section 4.3(iii).

Net Parking Revenues do not include any revenue from parking tickets.

An example is shown in Table 4.2 of these calculations.

Table 4.2 – Example of Monthly Revenue Calculation

Revenue	**Pay Stations**	**Pay-By-Phone**
Total Parking Revenue (cash and credit cards)	$30,000	$4,500
Less 3% Adjustment to Pay Station Revenue and less the Pay By Phone consumer fee.	-$900	-$450
Adjusted Parking Revenue	$29,100	$4,050
Less 1/120 of the Cost of Parking Lot, Example: $250,000 / 120 months = $2,083.33 per month	-$2,083.33	
Net Parking Revenue	**$31,066.67**	
85% Distribution of Net Parking Revenue to Lessor	$26,406.67	
15% Distribution of Net Parking Revenue to Lessee	$4,660.00	

4.4 Such rent shall be paid monthly within fifteen (15) days after the last day of the previous month. Lessee shall provide documentation of revenue records for vehicles parked at Land with each monthly payment or upon request by Lessor.

4.5 Lessee agrees that the parking rate at the South Ocean Parking Lot shall be at least $2.00 per hour or $10.00 per day. After input by Lessor, the Lessee's Town Commission shall set the hourly and daily parking rates for South Ocean Parking Lot as provided by Town Code. In no event shall the hourly and daily parking

rates be less than the rates set for the A1A Parking Lot within the Town.

4.6 Prior to the sale of any parking permits for the South Ocean Parking Lot, Lessor shall provide its written consent to the number of parking permits and the parking permit fee. After the initial consent by Lessor, the Lessee's Town Commission shall set the parking permit fee(s) and any permit fee increases thereafter for the South Ocean Parking Lot as provided by Town Code.

5. Term.

5.1 This Agreement shall commence on the Effective Date and shall continue for a twenty year period until termination at midnight on September 7, 2035 (the "**Term**").

5.2 At the end of the Term, the Licensee shall have the option to renew this Agreement for two periods of ten (10) years each (each 10 year period is a "Renewal Term").

5.2.1 Each Renewal Term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the Term of this Agreement beyond the two Renewal Terms.

5.2.2 Lessee shall exercise its option to renew this Agreement by notifying Lessor in writing by certified mail, return receipt requested, or by hand delivery, of its election to exercise its option to renew this Agreement. Said notice shall be provided no later than sixty (60) days prior to the expiration of the Term, or the first Renewal Term.

6. Termination. Upon the expiration or termination of this Agreement, Lessee shall remove its parking equipment, which includes pay stations, wheel stops and signage and vacate the Land in good order and condition, clean and free of trash and other materials.

7. Improvements. Lessee shall be authorized and solely responsible, at its sole cost and expense subject to Section 4.3(iii), to make any alterations, additions, improvements or installations to the Land ("**Improvements**") necessary to utilize the Land as a Parking Lot including, but not limited to, the placement and/or installation of asphalt and paving, parking meters, parking blocks and/or curbs, striping, landscaping, fencing, and lighting.

Lessee shall be solely responsible to obtain any necessary governmental and other authorizations, approvals, permits and licenses necessary to make any alterations, additions, improvements or installations to the Land necessary to utilize the Land as a Parking Lot; provided, however, Lessor, as the owner of the Land, agrees to reasonably cooperate and assist Lessee in seeking the necessary authorizations, approvals, permits and licenses, at no cost or expense to Lessor, including signing applications, notices and consents, if required.

8. Use of Land. Lessee expressly agrees that it has inspected the Land prior to Lessee's execution of this Agreement and shall utilize the Land in its "AS IS" "WHERE IS"

condition, without any obligation upon Lessor to make any contribution, provide any improvements or to assume the performance of any work in order to prepare the Land for use by Lessee. Lessee will use the Land solely for the purpose of parking and related improvements and for no other use or purpose whatsoever. Lessor makes no express or implied warranties or representations as to the condition of the Land and undertakes no duty to advise Lessee of any hazardous or other conditions.

Lessee's use of the Land is subject to the following covenants, conditions and restrictions:

8.1 Lessee may not store or allow to be stored in or on the Land any combustibles, toxins, biohazards, environmental hazards, and/or any material that is regulated or poses a health or safety threat to the Land or will negatively impact the insurance rates for the Land or any improvements thereon.

8.2 Lessee shall ensure that at all times the South Ocean Parking Lot is used in accordance with this Agreement. Lessor shall not be responsible for the policing of the use of the Parking Lot.

8.3 Lessee agrees that no unauthorized use or acts shall be done by Lessee that would impair the value or usefulness of the Land, or any portion thereof, or which would increase the existing rate of insurance coverage for the Land or cause cancellation of such insurance coverage, if any. Lessor shall provide written notice to Lessee with a reasonable opportunity to cure in the event Lessor believes Lessee has acted in a manner that violates this Section 8.3.

8.4 Lessee shall be responsible, at Lessee's expense, for the maintenance and repair of the Parking Lot. Lessee shall maintain, at its sole cost and expense, the Land and all parking, landscaping and related improvements within the Land in a neat, clean condition, free from refuse and garbage, and in good repair and condition, including keeping the surface of the Parking Lot clean, in accordance with all applicable governmental laws, ordinances, rules and regulations.

8.5 Lessee shall be responsible to keep all landscaping trimmed and in an attractive condition. Lessee agrees to immediately repair, at Lessee's sole cost and expense, any damage to the Land caused by Lessee's use of the Land.

9. Utilities. Lessee acknowledges, understands and agrees that there are utilities serving the Land. Lessee shall be responsible, at its sole cost and expense, for establishing all utility service accounts Lessee may require including, but not limited to, water and electricity. In the event that Lessee establishes any utility services for the Land, Lessee shall be solely responsible for paying any and all fees and charges, and complying with all requirements, imposed by the provider of such services. To the extent Lessor receives any utility bills or incurs any costs or charges for utility service established by Lessee, Lessor shall be responsible to pay for such bills, costs or charges or, alternatively, if Lessor pays such bills, costs or charges, Lessee shall be responsible for reimbursing Lessor for such charges within ten (10) working days of Lessor providing Lessee with a statement for such charges.

10. Laws and Regulations. Lessee and its employees shall at all times in performance of this Agreement conduct itself and themselves in compliance with all applicable federal, state and local laws, and their rules and regulations. Lessee, at its sole cost and expense, will comply, and shall cause its employees and agents to comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to its use of the Land, including, but not limited to, obtaining and maintaining, at Lessee's sole cost and expense, all necessary authorizations, approvals, licenses and permits required for its use of the Land as a Parking Lot and shall at all times comply with the requirements of such authorizations, approvals, licenses and permits.

11. Relationship of Parties. This Agreement shall create the relationship of Lessor and Lessee and shall in no way be construed as a partnership agreement or joint venture, nor shall this Agreement be construed in any manner so as to create an employer/employee relationship between the parties. Lessee is an independent contractor and does not have, nor will it, or any of its employees, agents, contractors, suppliers or representatives, hold themselves out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Lessor.

12. Insurance. Lessee is a political subdivision as defined in Chapter 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Lessee. Lessee shall, at Lessee's sole cost and expense, and as an ongoing condition of this Agreement, obtain, maintain and keep in full force during the Term a policy of comprehensive general liability insurance providing coverage for liability arising out of the Lessee's use or occupancy of the Land. The insurance shall provide for minimum statuary limits of $200,000 Bodily Injury and/or Property Damage per person or $300,000 per occurrence (the coverage limits of liability may be increased to $2,000,000 for General Liability and $1,500,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bills pursuant to Section 768.28(5) Florida Statuses or liability imposed pursuant to Federal Law or actions outside the State of Florida). Such insurance shall provide uninterrupted coverage during the Term, and, following the expiration, termination, or cancellation of this Agreement, with or without cause, for a period equal to or in excess of the applicable statute of limitations. Lessee shall provide Lessor with proof of such coverage and shall notify Lessor immediately in writing if such coverage is no longer in full force and effect.

13. Use is at Lessee's Risk. Lessee acknowledges that its use of the Parking Lot is at its sole risk and expense. Lessor assumes no responsibility for the safety of any persons using the Parking Lot or vehicles and any goods, personal property or other items brought into or left in the Parking Lot by Lessee, its employees, agents or invitees, all of which shall be at Lessee's sole risk.

14. Responsibility for Acts. Lessee is a political subdivision as defined in Chapter 768.28, Florida Statutes. Each party hereto agrees to be fully responsible for the acts and omissions

of its agents or employees to the fullest extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by Lessee nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

15. Assignment. This Lease Agreement is an exclusive, personal, and unassignable lease to use the Land solely for the purposes as provided in this Agreement. Lessee shall have no right to transfer (by operation of law or otherwise), assign, mortgage, pledge or in any manner encumber its interest in this Agreement or to sublicense the whole or any part of the Land or to permit any other person or entity to use the Land, or any part thereof, except as provided herein, without the prior written permission of Lessor, which permission may be granted or withheld in the sole and absolute discretion of the Lessor. Any attempted assignment shall be wholly void and totally ineffective for all purposes.

Lessor may sell the Land during the Term of this Lease, provided that (i) Lessor provides prior written notice of this Lease to the potential purchaser, (ii) the sale is made expressly subject to this Lease, and (iii) Lessor provides prior written notice to Lessee of the sale.

16. Loss. In no event whatsoever shall Lessor be responsible or liable for any theft, damage, injury or loss to persons or property of Lessee or any of its employees, agents, contractors, suppliers or invitees arising or resulting, directly or indirectly, from the use of the Land. All personal property and any paving, landscaping and other improvements installed within the Land by Lessee will be at the risk of Lessee or the employee, agent, contractor, and/or invitee. Lessee assumes all risk of injury, death or damage to Lessee and its employees, agents, contractors, suppliers and invitees arising or resulting, directly or indirectly, from the use of the Land. This provision shall survive termination of this Agreement.

17. Default and Remedies. If either party violates or fails to perform or comply with any obligation, covenant or condition of this Agreement, that violation or failure shall be a default under this Agreement. In such event, the non-defaulting party shall provide written notice to the defaulting party of the nature of the default including a ten day period for curing such default. If the default is not cured within such ten day period, the non-defaulting party may terminate this Agreement immediately upon notice to the defaulting party and pursue any and all remedies available at law or in equity including, without limitation, recovery of all damages, losses, expenses, fees and costs incurred or which it may incur by reason of the default (including, without limitation, reasonable attorneys' fees and paraprofessional fees and costs, whether suit or proceeding is brought, pretrial, and at all levels of proceedings, including appeals).

If, at the time of a default, the cost of the South Ocean Parking Lot Improvements has not been fully repaid through deductions from Net Parking Revenues as provided in Section 4.2(iii) herein, and:

(i) in the event of a default by Lessor and termination by Lessee due to Lessor's default, the remaining balance for the cost of the Improvements shall be due and payable by Lessor to Lessee, and, if not paid within thirty (30) days of termination, shall become a lien on the Land, or

(ii) in the event of a default by the Lessee and termination by Lessor due to Lessee's default, Lessor has no responsibility for the repayment of the remaining balance of the cost of the South Ocean Parking Lot Improvements.

18. Miscellaneous.

18.1 Amendment of Agreement. This Agreement shall not be modified or amended except in writing, signed by the parties.

18.2 Entire Understanding. This Agreement, together with all Exhibits to this Agreement, sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature among them. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than as expressly set forth in this Agreement. No party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

18.3 Survival. Lessor and Lessee expressly agree that all provisions of this Agreement that contemplate performance after the expiration of this Agreement shall survive such expiration.

18.4 No Third Party Beneficiaries. This Agreement is being made and entered into solely for the benefit of Lessor and Lessee, and neither Lessor nor Lessee intends by this Agreement to create any rights in favor of any other person or entity as a third party beneficiary of this Agreement or otherwise.

18.5 Headings. The headings in this Agreement are for convenience and reference only and are not included in any way to define or limit the scope or content of this Agreement or to, in any way, affect its provisions.

18.6 Notices. All notices, requests, consents, demands and other communications required of either party under this Agreement shall be in writing and shall be (as elected by the party giving such notice) deemed to have been given at the time when personally delivered, mailed via registered mail, return receipt requested, sent by nationally recognized overnight courier service, or sent by facsimile or electronic transmission (i.e. e-mail) with a copy by mail, addressed as follows:

If to Lessor, to: Flamingo East, LLC
Attn: Ken Richardson
900 Glades Road, Suite 3B

Boca Raton, FL 33431
E-mail: krichardson@rdhllc.com
Telephone: 561-391-8880 Ext 100
Facsimile:

If to Lessee, to: The Town of Lauderdale-By-The-Sea
Assistant Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Email: ATM@LBTS-FL.GOV
Telephone: 954-460-4212
Facsimile: 954-640-4236

With a copy to: Susan Trevarthen, Town Attorney
Lauderdale-By-The-Sea
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
Email: Strevarthen@wsh-law.com
Telephone: 954-763-4242
Facsimile: 954-764-7770

or to such other address as such party may have fixed by notice; provided, however, that any notice of change of address shall be effective only upon receipt.

19. Prevailing Party. In the event either Lessor or Lessee shall institute a legal action to enforce the terms of this Agreement or resolve a dispute with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' and paraprofessional fees and costs.

20. Waiver of Jury Trial. Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matters arising out of or in connection with this Agreement or Lessee's use or occupancy of the Land. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

21. Invalidity of Provision. If any provision of this Agreement or the application of any provision hereof to any person or circumstance if held invalid, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall

constitute one and the same Agreement. The parties agree that a signature by facsimile or electronic transmission (i.e. e-mail) shall bind the party so signing with the same effect as though the signature was original.

23. Recording. A memorandum of this Lease may be recorded by the Lessee in the Public Records of Broward County, Florida. The cost of recording shall be paid by Lessee.

24. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue shall be in Broward County, Florida.

25. Standard of Conduct. The implied covenant of good faith and fair dealing under Florida law is expressly adopted in this Lease.

26. Representations Regarding Authority of Parties. Lessor represents to Lessee that (i) Lessor is a limited liability company duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Lease, (ii) the individual signing this Lease has full power and authority to sign this Lease on behalf of Lessor and to cause Lessor to perform its obligations under this Lease, (iii) this Lease is a valid and binding obligation of the Lessor, enforceable in accordance with its terms, and (iv) Lessor has received no written notice of any fact or circumstance which would prevent Lessor from performing in accordance with this Lease.

Lessee represents to Lessor that (i) the execution of the Lease by Lessee has been validly authorized, (ii) this Lease is a valid and binding obligation of the Lessee, enforceable in accordance with its terms, and (iii) Lessee has no actual knowledge of any fact or circumstance that would prevent Tenant from performing in accordance with this Lease.

27. Conflicts. No officer or employee of Lessee during his or her term of employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. In accordance with the provisions of Section 2-25 of the Town of Lauderdale- By-The-Sea Code of Ordinances, 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

By:_____
Print Name:_____

By:_____
Print Name:_____

LESSOR:

FLAMINGO EAST, LLC,
A Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2015

LESSEE:

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

ATTEST:

_____
Tedra Smith, Town Clerk

By:_____
Scot Sasser, Mayor

Date: _____, 2015

By:_____
Constance Hoffmann, Town Manager

By:_____
Gerald (Tony) Bryan, Finance Director

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

File: W:\0 Parking facilities\4312 Ocean Drive Lot\`New Agreement\New Agreement 4312 Ocean Parking Lot 9-4-15 FINAL except 17.docx
Printed: 9/4/2015 12:10 PM

EXHIBIT A

4312 Ocean Drive, Lauderdale-By-The-Sea, FL 33308

Abbreviated Legal Description:

Lauderdale-By-The-Sea 6-2 B Lots 2, 3, 4, 5 Block 15

Broward County Appraiser ID Numbers:

4943 18 01 1290 and 4943 18 01 1280

EXHIBIT B



Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: RESOLUTION

Subject Title: Resolution 2022-17 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In 2010, the Commission adopted a detailed set of Town Commission meeting and agenda procedures. Over the years, the Commission has updated and changed these procedures to reflect current practice. The Town Attorney and Town Manager have reviewed the current resolution and are offering changes to further amend the policy to meet current practice. While other clarifications and changes are proposed in Resolution 2022-17 (**Exhibit 1**), the more significant amendments are included in Table 1 below.

Table 1

	Issue	Line	Suggested Action
1.	Motion read back by Clerk after adoption	152	Delete
2.	Group of people asking to combine and donate time to single speaker limited to maximum of donated time or 10 minutes, unless Mayor allows longer	244	Add this provision
3.	Allow administration to place resolutions under new and old business	324, 360	Add
4.	Eliminate specific deadlines for a Commissioner's agenda items to be placed on the agenda	337, 390	Delete
5.	Commission is not to discuss with other Commissioners during Commissioner comment	349	Delete
6.	Strict agenda closing date for meetings	373	Delete
7.	Remove requirement for PowerPoint presentations to be presented to Commission at least 48 hours before the meeting	399	Delete
8.	Remove requirement for Resolutions to include the vote of each Commissioner	418	Delete

We also identified that Section 2-18 of the Code specifies the method of providing notice of special meetings and does not provide for email notice **(Exhibit 2)**. We would like to know whether the Commission would like to revise the Code to allow for the use of email notice. The current Code is clear that deficiencies in the notice will not affect the validity of the meeting or the actions taken at it.

Recommendation: Staff recommends adoption of Resolution 2022-17 and requests direction regarding amendments to Section 2-18 of the Town Code.

Attachments: Ex1 Resolution 2022-17
Ex2 Section 2-18 of the Town Code

RESOLUTION 2022-17

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-19 "Minutes and Procedures of Meetings," of the Code of Ordinances of the Town of Lauderdale-By-The-Sea, Florida, provides that the Town Commission may establish procedures relative to Town Commission meetings and agendas; and; and

WHEREAS, the Town Commission adopted Resolution 2011-05 on March 22, 2011, amending and replacing Resolution 2010-21 which set forth such procedures, and adopted Resolution 2011-17 on June 28, 2011 further updating the procedures; and

WHEREAS, on April 8, 2014, the Town Commission adopted Resolution 2014-15, on October 28, 2014 the Town Commission adopted Resolution 2014-42, on May 12, 2015 the Town Commission adopted Resolution 2015-17, on April 12, 2016, the Town Commission adopted Resolution 2016-13, and on November 15, 2016, the Town Commission adopted Resolution 2016-42, all repealing all prior resolutions and adopting new Commission Meeting and Agenda Procedures; and

WHEREAS, the Town Commission seeks to further revise the Commission Meeting and Agenda Procedures as set forth herein; and

WHEREAS, these Town Commission Meeting and Agenda Procedures shall be administered and implemented with flexibility, to assure that the will of the majority is accomplished while the rights of the minority are protected, to the end of accomplishing Town business in an efficient, effective and respectful manner; and

WHEREAS, the adoption of these procedures is in the best interest of the Town of Lauderdale-By-The-Sea.

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Procedures Adopted. The Town Commission Meeting and Agenda Procedures set forth in Resolution No. 2016-42 are hereby amended in part to read as follows:[1]

A. TOWN COMMISSION MEETINGS

i. **Regular Meetings**. Pursuant to Town Code Section 2-16, the Town Commission shall hold regular meetings each month at Jarvis Hall, and may decide not to have a regular meeting in a given month. Regular Commission meetings are held at 6:30 p.m. The Commission may cancel or reschedule regular Commission meetings as it determines to be necessary. A regular meeting may be recessed to a later date certain which is announced at the regular meeting. All meetings shall be open to the public, except as may be expressly exempted by state law, and shall include a section devoted to public comment prior to taking any official action pursuant to Section 286.0114, Florida Statutes. The Town Manager or his or her designee (hereinafter referred to as "the Town Manager") shall attend regular meetings, shall prepare an agenda with appropriate backup, and shall assure that relevant staff persons are present for the items on the agenda. The Town Attorney or his or her designee (hereinafter referred to as "the Town Attorney") shall attend regular meetings. The purpose of such meetings is to conduct the business of the Town. If an item results (or may result) in extensive discussion at a regular meeting, any Commissioner[2] may move that the item be continued to a roundtable for discussion or to a special meeting if action is contemplated. ~~Items requiring Commission action to become effective must return to a regular or special Commission meeting if such action is to be taken~~.

ii. **Roundtable Workshop Meetings**. The Town Commission shall meet as needed in a roundtable to be conducted as a public meeting and provide for a public comment period as described below in Sub-section F.ii. ~~Roundtables, when held, are traditionally held on the second or fourth Wednesdays of each month at 6:30 p.m.~~ The Commission may schedule, cancel or reschedule roundtable meetings of the Commission as it determines to be necessary. A roundtable may be recessed to a later date certain which is announced at the roundtable. The Town Commission may discuss each item, defer the item to a later roundtable, or indicate that the item is ready to be placed on the agenda of a regular or special commission meeting for action. The Town Commission shall discuss the agenda items and provide

[1] Changes from Resolution 2016-42 are shown in ~~strikethrough~~ and underline text, to indicate deletions and additions respectively.

[2] All references to Commissioner herein shall be construed to also refer to the Mayor-Commissioner.

feedback, but shall not take action at roundtables. The Town Manager shall attend the roundtable, prepare an agenda with appropriate backup, and assure that relevant staff persons are present for the items on the agenda. The Town Attorney shall attend roundtables.

iii. **Special Meetings**.

(a) Special meetings shall be handled as provided in Town Code Section 2-18.

(b) With the written notice and following the procedures required in Section 2-18, the Commission may hold special meetings at any time on the call of the Mayor, the Manager or any Commissioner, upon no less than 48 hours' notice to each Commissioner and the public. Alternatively, special meetings may be called on such shorter notice as any two (2) Commissioners shall deem necessary in case of an emergency affecting life, health, property or the public peace. Immediately upon convening such special meeting, the Town Commission shall consider any such determination of emergency, and may continue the meeting if an emergency is found to exist by at least three (3) Commissioners. Emergency special meetings shall always be scheduled with as much notice as is possible under the circumstances.

(c) A majority of the Commissioners (three (3)) shall constitute a quorum to transact business, but a lesser number may meet and adjourn from time to time and, if necessary, may compel the attendance of absent Commissioners. Special Commission meetings are generally held at 6:30 p.m., but shall be scheduled to accommodate the schedule of all Town Commissioners as much as is feasible. The Town Manager shall attend the special meeting, shall prepare an agenda with appropriate backup, and shall assure that relevant staff persons are present for the items on the agenda. The Town Attorney shall attend special meetings. Only those matters listed on the agenda of the special meeting shall be discussed, and no additional items may be added at the special meeting.

(d) Notice to the public shall be accomplished by posting at the Town Hall. Notices shall state the place, date and hour of the special meeting and the purpose for which such meeting is called and no further business shall be transacted at the meeting, except as stated in the notice. Discussions at a special meeting shall be limited to the items listed on the agenda for such meetings. All special meetings shall be open to the public, except as may be expressly exempted by state law.

(e) A special meeting may be recessed to a later date certain which is announced at the special meeting.

iv. **Robert's Rules of Order**. For matters not addressed by this Resolution, all meetings of the Town Commission shall be governed by the rules of procedure provided by Robert's Rules of Order. Unless objection thereto is made by a

Commissioner, the Mayor may refrain from a too rigid enforcement of such rules, in order to expedite the transaction of business. The Mayor may make and second motions upon passing the gavel to the Vice-Mayor or, in the absence of the Vice-Mayor, to any Commissioner.

B. DUTIES AND RESPONSIBILITIES OF THE MAYOR

i. **Mayor to Serve as Presiding Officer**. The Mayor shall be the presiding officer at all Town Commission meetings. The Vice Mayor shall act as the presiding officer during the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Commissioners shall, by majority vote, select a presiding officer (Mayor Pro Tem) to carry out the functions of Mayor for that meeting, as defined in this Resolution, in accordance with Town Charter Section 6.2.

ii. **Mayor to Determine Questions of Order**. The Mayor may determine questions of order raised by the Commission or ask the Town Attorney to advise on such questions. The Town Attorney shall be the parliamentarian and shall decide appeals by the other Commissioners of the Mayor's ruling on a point of order. Such decisions shall be guided by the law that parliamentary procedure shall not be used to thwart the will of the majority of the Commission. A majority vote of the Town Commission, following a proper motion and a second appealing the Mayor's or Town Attorney's decision, will ultimately govern appeals of questions of order. The Mayor may consult with the Town Attorney for advice on any question of order at any time.

iii. **Mayor's Conduct of the Meeting.** In accordance with Town Charter Section 5.2(1), the Mayor shall have a voice and a vote on all questions and items, and be called last in any roll call vote, but does not have veto power. The Mayor may make and second motions upon passing the gavel to the Vice-Mayor or, in the absence of the Vice-Mayor, to any Commissioner. The Mayor shall introduce agenda items by the agenda item and number. The Town Attorney shall read the titles of legislation as may be requested by the Mayor. Thereafter, the Mayor may call upon the Town Manager to give any needed explanation of the item up for consideration. Following this, the item shall be opened for Town Commission discussion or public hearing as required by the item, under the guidelines established herein. All comments or questions by the attending public shall be directed to the Mayor. All motions shall be read aloud before a vote is taken. ~~After a decision is made, it shall be read back by the Town Clerk as clearly and concisely as possible.~~

iv. **Mayor to Maintain Decorum at Town Commission Meetings**. Should a member of the audience become unruly or behave in any improper manner prejudicial to the proper conduct of the meeting, the Mayor shall maintain order and decorum in accordance with Section 2-23 of the Code. All comments shall relate to Town business. The broadest possible accommodation shall be provided for statements of personal opinion, but no one shall engage in personal attacks. Proper titles shall be used at all times, to contribute to a respectful and business-like atmosphere. The Mayor may interrupt to maintain order and decorum, but such interruption shall not

reduce the speaker's time. The Mayor is given the right and the authority to require such person to leave Jarvis Hall, to be accompanied, if necessary, by a Police Officer, in accordance with Section 2-23. In the event the audience, or a part thereof, becomes unruly, the Mayor may either recess or adjourn the meeting. Persons violating Florida Statute Section 871.01 may be arrested by police officers present and noting the willful interruption or disturbance.

C. ORDER OF BUSINESS

The order of business of the Town Commission at the regular Commission meetings shall be as follows:

(1) Call to Order/Invocation (See Resolution No. 2016-04)/Pledge of Allegiance
(2) Additions, Deletions, Deferrals of Agenda Items
(3) Special Presentations
(4) Public Comments
(5) Public Safety Discussion
(6) Town Manager Report
(7) Town Attorney Report
(8) Approval of Minutes
(9) Consent Agenda
(10) Old Business
(11) New Business
(12) Commissioner Comments
(13) Ordinances
(14) Resolutions
(15) Quasi-Judicial Public Hearings
(16) Adjournment

Where any applicable law may require a different order or procedure for the Commission meeting, such as for meetings involving the budget, those laws shall be followed and the meeting procedures altered as may be appropriate.

Upon request by the Mayor or a Commissioner or the Town Manager, items on the agenda may be moved out of sequence to expedite the matters before the Town Commission, or ensure that items that related to each other are considered in context or for such other reasons as may be deemed appropriate by the Town Commission.

D. COMMISSION DISCUSSION

i. **Discussion by Commissioner**. Discussion by Commissioners shall be limited to three minutes except as may otherwise be determined by a majority of the Town Commission. Each Commissioner shall be afforded the opportunity to offer rebuttal on each item discussed, which shall also be limited to three minutes. These time limits will not be strictly enforced unless the Town Commission votes to do so. A Commissioner, once recognized by the Mayor, shall direct all comments or questions on the subject matter being discussed to the Mayor only. Commissioners

shall not engage in cross conversation with other Commissioners or the public, and shall not engage in personal attacks. Commissioners shall not interrupt another Commissioner who has the floor, and shall be polite and respectful. Those who are disruptive shall receive at least one warning before being ejected in accordance with Code Section 2-23. The Town Manager may play a role in keeping the Town Commission discussion on topic and keeping the meeting moving forward. The Mayor shall not unreasonably withhold or delay recognition of any Commissioner desiring to speak. The Mayor shall recognize other Commissioners in rotation and not call on any Commissioner a second time or subsequent time until such time as all Commissioners shall have had an opportunity to speak.

ii. **Questions by Commissioners**. In the event a Commissioner wishes to direct questions to another Commissioner or to the public, the questions shall be directed to the Mayor who, in turn, will recognize the Commissioner or member of the public who wishes to answer the specific questions. In the event a Commissioner wishes to direct a question to the Town Manager, the question shall be directed to the Town Manager through the Mayor, who will, in turn, recognize the Commissioner. All questions of Town staff shall be made through the Town Manager.

E. PUBLIC PARTICIPATION AND DISCUSSION

i. **Public Hearings**. Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" need only to be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for Public Hearing, for a maximum of three minutes each. After the Public Hearing is closed by the Mayor, only Commissioners or Town administration shall discuss the item.

ii. **Addressing Commission: Manner and Time**. Public discussion at public hearings or at items which are opened to public discussion (other then the general Public Comment portion of the meeting) shall be limited to three minutes maximum per person. A person's allotted speaking time may not be shared by multiple people. Speaking time allotted to one person may not be donated to another person. However, a group of people may ask the Mayor to allow them to combine and donate their time to a single speaker, who shall not speak for longer than the donated time, up to ten (10) minutes total or such other maximum time that the Mayor may establish. However, the Mayor may authorize the extension of this time frame, after due consideration for the substance, content, and relative importance of the subject. Each person who addresses the Commission shall approach the speaker's podium, shall give his or her name and state whether he or she is a resident of the Town. No person other than the member of the public recognized by the Mayor as having the floor shall be permitted to enter into discussion without the permission of the Mayor. No person shall approach the dais without first receiving permission from the Mayor. All questions from the public to the Commission shall be addressed through the Mayor, and shall be handled in the manner that the Mayor sees fit. The normal practice shall be for the Town Manager to designate a staff person to follow up on questions or requests, and to avoid conversation between the public speaker and the members of the Commission or the Town administration.

Any answers that may be given shall not reduce the speaker's time. Speakers shall conduct themselves in a polite and respectful manner, and shall use proper titles when addressing Commissioners, the Mayor or other Town officials or staff by name. Persons who are disruptive shall receive at least one warning before being ejected in accordance with Code Section 2-23.

F. COMMISSION MEETING ITEMS

i. **Special Presentations**. This section of the agenda is reserved for presentations, proclamations or items of special recognition. No vote or official action may be taken on a presentation unless an opportunity for public comment is first provided, in accordance with Section 286.0114 Florida Statutes.

ii. **Public Comments**. Individuals wishing to speak on matters not on the agenda for a public hearing, but still pertinent to the Town, may do so by signing in with the Town Clerk prior to the meeting. Immediately prior to calling a meeting to order, the Mayor shall make an announcement regarding the signup procedure and provide a "last call" for speaker sign up. A statement shall be included in the agenda of each Commission meeting at which public comments is an item on the agenda, summarizing these procedures. The Mayor will recognize those persons who signed in under the agenda item "Public Comments," and may also recognize other persons who desire to speak. The time limit for each person to speak shall be three (3) minutes. The speaker is allowed uninterrupted time to present his or her point of view. A person's allotted speaking time may not be shared by multiple people. Speaking time allotted to one person may not be donated to another person. Persons may reserve their comments for one agenda item at the time that the item is being discussed, in lieu of using their public comment time, or they may address the agenda item during public comment, but no person shall have the opportunity to comment on an item both at public comment and at the time of the agenda item. The Town Manager shall follow up on public comments as appropriate, and shall inform the Town Commission of any such follow up.

iii. **Public Safety Discussion**. The chiefs of the Town's police, fire and emergency medical service providers or their designees will attend each regular Commission meeting, and be available to answer questions from the Commission on their activities during this section of the agenda.

iv. **Town Manager Report**. Pursuant to Charter Section 5.5(5), the Town Manager shall attend all meetings of the Commission and has the right to take part in the discussion, but not to vote. The Town Manager shall recommend for adoption such measures as the Manager deems appropriate, necessary or expedient for the interests of the Town. This section of the agenda shall be utilized by the Town Manager for reports and additional items for Commission direction or action. The Town Manager ~~shall~~ may produce a written progress report for all major pending events in the Town, and an updated version ~~shall~~ may be provided as backup for the Town Manager Report at the second regular Commission meeting of each month. The Manager may show an item as complete when he or she deems it so, in a separate section at the bottom of the progress report. Upon approval of

the report by the Town Commission, the completed item may be removed from the next progress report.

v. **Town Attorney Report.** The Town Attorney shall make any report to the Commission at this point in the agenda. However, if the Town Attorney has substantial matters for the Commission to discuss or decide, they shall be presented as agenda items.

vi. **Consent Agenda**. There shall be a consent agenda during each regular Town Commission meeting. The consent agenda shall contain motions, resolutions, and other matters which, in the opinion of the Town Manager, may be handled and implemented without necessity for discussion. Unless a Commissioner specifically requests that an item be removed from the consent agenda, such items shall be approved and adopted by a single motion and vote of the Commission.

vii. **Old and New Business**

(a) **Administration Items.** The Town Manager will place items under these sections when Commission discussion and direction is sought. The item will be placed under New Business when the item has not been discussed previously, and under Old Business if it was previously discussed.

(b) **Commissioner Agenda Items**. Commissioners may submit a request for the preparation of policy, legislation or action by the Town Attorney or Town Manager. The item will be placed under New Business (or Old Business if it has been previously discussed). Except for informational reports, a signed written memorandum or form provided for such purposes ~~shall~~ should state the purpose of the item/action, the major points to be covered, the reasons for necessary action, whether visual aids such as maps, plans, photos or PowerPoint-style presentations may be appropriate, and the specific action or motion desired by the Commissioner. ~~This agenda request shall be provided to the Town Manager prior to the deadline for closing the agenda of the meeting for which it is requested, and date stamped on the front of the first page upon receipt by Town staff.~~ If the item can be resolved by the Town Manager without action of the Commission, the Manager shall be given the opportunity to do so. Once heard, the request shall not be acted upon until such request is approved by motion of the majority of the Town Commission. As much as possible, the topic of the report or item shall be provided to the Town Manager prior to the close of the agenda, so that the item may be noticed to the public.

viii. **Commissioner Comments**. This section of the agenda shall be utilized by the Mayor and Commissioners to provide informational reports. Each Commissioner and the Mayor shall have a maximum of three minutes for such reports~~, and there shall be no discussion with other Commissioners of such items~~. The Mayor may allow additional time for any Commissioner Comments. A Commissioner is entitled to additional time, as necessary to report on specific Commissioner assignments, Town liaison activities or responsibilities (such as reporting on the

activities of a County committee on which a Commissioner sits as a Town representative). The order of speaking shall be determined at random.

ix. **Ordinances and Public Hearings**. Ordinances or other items requiring a public hearing shall be placed on this portion of the agenda.

x. **Resolutions**. Resolutions not included on the consent agenda may be placed under New or Old Business ~~shall be placed on this portion of the agenda~~. The Mayor may allow public comments on Resolutions.

xi. **Adjournment**. All meetings of the Town Commission, whether they be special or regular meetings, or roundtable workshops, shall be adjourned at 11:00 p.m. However, the Town Commission, by affirmative vote of four (4) Commissioners present at the meeting, may extend the meeting beyond the time limit. In any event, the motion to continue the meeting must provide for a specific time frame which the Town Commission will honor for the purposes of continuing the meeting.

G. COMMISSION AGENDA PREPARATION

i. **Agenda Closing Dates**. The Town Manager will endeavor to close the agenda for any ~~all~~ regular, special or workshop meetings of the Town Commission no later than ~~shall be closed by noon on the Monday of the~~ one week prior to the date of the meeting. ~~The agenda for all roundtable meetings of the Town Commission shall be closed by noon on the Tuesday of the week prior to the date of the meeting. The Manager shall determine the agenda closing date for any special meetings at least seven (7) days prior to the date of the meeting.~~ No additional items shall be added to the agenda of the regular, ~~or~~ special or workshop meeting after the agenda closing date unless it is necessary for a compelling reason. An additional item requiring Commission action may only be added to the agenda by majority vote of the Town Commission at ~~the~~ a regular meeting. Alternatively, the item may be deferred to a date certain.

ii. **Placement of Commissioner Items on Agenda**.

~~(a) *Regular Meetings.*~~ All appropriate background material shall accompany the item on the form given for this purpose, and the action proposed to be taken shall be clearly stated. All information relating to items to be placed on the agenda shall be submitted by a Town Commissioner to the Town Clerk ~~by 12:00 noon on the Monday of the week prior to a regular meeting~~. A complete package of all agenda material shall be provided to the Town Commission by the Town Clerk on the Friday prior to the ~~regular~~ meeting, by posting the agenda material on the Town website. In the event that pertinent information relating to the agenda item is missing or unaccounted for prior to the meeting, the Town Commission may remove the item from the agenda at the ~~regular~~ meeting. Voluminous agenda items, such as the responses to requests for proposals or qualifications, shall be provided to the Town Commission by the Town Clerk no later than 5 p.m. on the Thursday prior to the date of the regular meeting, to the extent feasible. ~~Any PowerPoint-style presentations to be presented at a regular Commission meeting, shall be~~

~~provided to the Commission by the Town Clerk at least 48 hours prior to the meeting time, to the extent feasible.~~

~~(b) *Roundtable Workshop Meetings*. All appropriate background material shall accompany the item on the form given for this purpose, and the item of discussion and any action to be considered shall be clearly stated. All information relating to items to be placed on the agenda shall be submitted by a Town Commissioner to the Town Clerk by 12:00 noon on the Monday of the week prior to a roundtable meeting. Items requiring no backup shall be submitted to the Clerk by noon on Wednesday, one week prior to the roundtable meeting. A complete package of all agenda material shall be provided to the Town Commission by the Town Clerk on the Monday prior to the date of the roundtable meeting, by posting the agenda material on the Town website. The Town Commission may discuss the item, defer the item to a later roundtable, or indicate that the item is ready to be placed on the agenda of a regular or special commission meeting for action.~~

iii. **Preparation of Ordinances and Resolutions. ~~Legislation~~.** All Ordinances ~~and Resolutions~~ shall show the name of each Commissioner and whether such Commissioner voted for, against or failed to vote. All Ordinances and Resolutions, once approved by the Town Commission, shall be executed by the Mayor and attested by the Town Clerk. The Town Attorney shall review and sign off as to the form of each ordinance and resolution.

~~iv. **Sequence of Agenda Items**. Upon request by the Mayor or a Commissioner, items on the agenda may be moved out of sequence in order to expedite the matters before the Town Commission, or assure that items that are related to each other are considered in context, or for such other reasons as may be deemed appropriate by the Town Commission.~~

iv. **Backup for ~~Procurement/Purchasing~~ Agenda Items**. The Town Manager shall provide suitable relevant backup and information on all~~the~~ items, including any information on past experience with bidders or responders on a purchasing item.

v~~i~~. **Minutes**. The Town Clerk shall have minutes ready for approval on the next available Commission meeting agenda if feasible, given the number and length of pending minutes and other workload considerations. Minutes shall record all actions taken by the Commission, and shall contain sufficient detail regarding decisions made, comments received, and discussion of the Commission.

H. OTHER PROCEDURES

i. **Town Charter**. Nothing herein shall conflict with procedures mandated by the Town Charter or Town Code.

ii. **Motion to Reconsider**. A motion to reconsider any question which has been determined by the Town Commission may be made only by a Commissioner who voted on the prevailing side and who, not later than the next regular or special

meeting following that on which such question was so determined, requested that a motion to reconsider be placed on the next regular or special meeting agenda.

iii. **Roll Call Vote**. If the Town's automatic voting system is not working, any Commissioner may demand the yeas and nays on any question submitted, or to be submitted, to voice vote and, when so demanded, the Town Clerk shall call the roll of Commissioners present and record the vote of each Commissioner, and the Mayor shall vote last.

iv. **Tie Vote**. Tie votes automatically fail.

v. **Action Agenda**. An action agenda shall be circulated by the Town Clerk within forty-eight hours of each Commission meeting if feasible, containing a brief description of action taken or discussion among the Commission on each agenda item.

vi. **Order of Seating**. On the Commission dais (facing the audience), the Town Clerk shall be seated at the left end and the Town Manager shall be seated at the right end. The Mayor shall be seated in the center of the dais, with the Town Attorney seated to his or her left side.

vii. **Waiver of the Procedures**. The intent of these procedures is to assure the smooth and efficient functioning of the Commission meeting, and to prioritize the completion of Town business. The procedures shall always be applied and interpreted to carry out the will of the majority of the Commission while giving due consideration to the rights of the minority. However, any Commissioner may propose to waive the strict application of the procedures in a particular circumstance. The procedure shall be waived upon a proper motion, second and approval of the waiver by a simple majority. A permanent change to the procedures shall be accomplished by adopting an amending Resolution.

I. QUASI-JUDICIAL PROCEEDINGS

Quasi-judicial proceedings shall be excepted from this Resolution and shall be governed by Town Code.

SECTION 3. Conflicts. All resolutions or parts of resolutions in conflict herewith, including Resolution 2010-21, Resolution 2011-05, Resolution 2011-17, Resolution 2014-15, Resolution 2014-42, Resolution 2015-17, Resolution 2016-13, and Resolution 2016-42 are hereby repealed to the extent of such conflict.

SECTION 4. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

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

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this ____ day of _____, 2022.

_____
MAYOR CHRIS VINCENT

ATTEST:

_____
Acting Town Clerk Katrina Adler

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Sec. 2-18. Special meetings.

The Mayor, any member of the Town Commission or the Town Manager may call special meetings of the Town Commission upon at least 24 hours' written notice to each member, the Town Manager, Town Clerk, Town Attorney and Chief of Police, served personally or left at his or her usual place of residence. Alternatively, special meetings may be called on such shorter notice as any two Commissioners shall deem necessary in case of an emergency affecting life, health, property or the public peace. Immediately upon convening such special meeting, the Town Commission shall consider any such determination of emergency, and may continue the meeting if an emergency is found to exist by at least three Commissioners. Emergency special meetings shall always be scheduled with as much notice as is possible under the circumstances. The regularity or validity of any proceedings taken at any special meeting at which a majority of members of the Town Commission and the Town Clerk are present shall not be questioned because of any omission or irregularity in calling such special meeting.

(Sp. Acts 1951, Ch. 27675, Pt. II, Art. 7, § 4; Ord. No. 2010-02, § 2, 6-8-2010)

Town Commission Agenda Item Report

Meeting Date: April 26, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: RESOLUTIONS
Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2022-18 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES FOR THE USE OF THE TOWN'S OCEAN AND DUNE PLAZAS AND BEACH PAVILION BY ENTITIES OTHER THAN THE TOWN **(Exhibit 1)**

Explanation: In 2014, the Town adopted a policy for the use of the Dune and Ocean Plazas and the Beach Pavilion (the "Policy"). At the January 25, 2022 Commission meeting, the Commission directed staff to amend the Policy to allow the use of Ocean Plaza for plaza dining by the restaurants adjacent to Ocean Plaza.

Staff has drafted an updated set of policies (the "Amended Policy") **(Exhibit 2)** for discussion based on the decision at the January 25, 2022 meeting to allow the use of the Ocean Plaza for plaza dining by the restaurants adjacent to Ocean Plaza. Staff brought the Amended Policy to the Commission for further consideration at the April 12th meeting. After much discussion and deliberation, the Commission requested staff revisit the Amended Policy and discuss the Amended Policy with both adjacent restaurants.

Staff discussed the proposed amendments with both Aruba Beach Café and Anglin Beach Café representatives. Both understand the proposal and are in support of the Policy as amended with the fees for the space being discussed when the Commission revisits the sidewalk café fees this summer, and that Staff is recommending that the license fee to be established this summer be retroactive to the Amended Policy approval date.

The Amended Policy includes updates to the policies set forth for Dune Plaza and the Pavilion. At the April 12th meeting, the Commission was interested in establishing a fee commensurate with a methodology. Several Commissioners requested that the fee be related to the fee that the Town charges for the sidewalk café areas. Staff is currently engaged in a project to refresh the downtown sidewalk areas. After the plan is complete, the Administration will meet with the sidewalk café businesses to discuss revisiting the current fee structure and requirements for the sidewalk café areas. We anticipate this discussion to occur in the late summer when the plans for the downtown will be finalized. Staff is suggesting that the fees for the plazas be established once the sidewalk café fees have been revisited. In the meantime, staff suggests that any restaurant using the plaza agree to pay for the plaza retroactively once a fee has been established. (Paragraph 2a of the Policy).

Another discussion point was the amount of plaza space that would be available for the adjacent restaurants to utilize for plaza dining (Paragraph 1 of the Policy). Staff suggested to draw the rental boundary to align with the outer edge of the first row of palm trees **(Exhibit 3 – Palm Tree)**. This placement would allow planters or decorative fencing to be utilized to delineate public use from the restaurant's licensed plaza dining area. At the Commission meeting, it was also suggested that the plaza be divided to draw a line parallel to the end of the knee wall that marks the opening of the plaza **(Exhibit 4 – Knee Wall)**. Exhibit 3 and 4 identify each of these options and, once a decision is made, the policy can be revised to include whichever version is approved by the Commission. Approximate square footage is included in the exhibits for the Commission's consideration. Staff is recommending Option 1 **(Exhibit 3 - Palm Tree)** as being stepped back from the knee wall will change the

public space from being viewed as a pathway to more of a public space. Staff considers this small adjustment to be important if both sides of the plaza are utilized.

Additional items included in the proposed plaza policy include:

- Eligible Users to include the adjacent restaurants being allowed to rent continuously for plaza dining instead of limited to four times a year (Paragraph 1)
- Requirements for cleaning and maintaining the plazas (Paragraph 2.e.)
- Restrictions like those included in Sidewalk Café Agreements (Paragraph 3)
- Allowing Town businesses and nonprofits to ask the Town Commission to consider making the Ocean Plaza available for use for other commercial businesses on specific holidays (Paragraph 5)
- Allowing Commission ability to prohibit plaza dining on days or evenings of Special Events with which they would interfere or conflict with the use on Holidays (Paragraph 6)
- Refund to the restaurant if Town uses Plaza more than 14 days in one year (Paragraph 8)

Recommendation: Staff recommends the Town Commission determine the amount of plaza space available for plaza dining for each of the eligible plaza dining users, determine that the license fees be established once the plan for the downtown improvements is complete, retroactive to the Amended Policy approval date, and approve Resolution 2022-18 Amended Policy for the use of the Beach Pavilion, the Ocean and Dune Plazas.

Exhibits

EX 1 - Resolution 2022-18 Amended Policy for the use of the Beach Pavilion, the Ocean and Dune Plazas
EX 2 - Exhibit A - Beach Pavilion, the Ocean and Dune Plazas Policies
EX 3 - Option 1 - Area of plaza to be available for plaza dining (Palm Tree)
EX 4 - Option 2 - Area of plaza to be available for plaza dining (Knee Wall)

RESOLUTION 2022-18

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES FOR THE USE OF THE TOWN'S OCEAN AND DUNE PLAZAS AND BEACH PAVILION BY ENTITIES OTHER THAN THE TOWN; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on May 27, 2014, the Town Commission adopted a policy governing the use of the Town's Ocean and Dune Plazas and the Beach Pavilion by entities other than the Town (the "Policy"); and

WHEREAS, during the COVID-19 pandemic, pursuant to a series of local and state emergency orders and Town Code Section 2-27, and in the interests of protecting public health and safety, the Town allowed adjacent restaurants the opportunity to use Ocean Plaza for outdoor dining, and one restaurant chose to do so; and

WHEREAS, on _____, the Town Commission decided that it wanted to amend the Policy to allow these restaurants to seek license agreements to continue the expanded use of Ocean Plaza for plaza dining (the "Plaza Dining Use"); and

WHEREAS, the Town Commission desires to adopt an amended Policy, attached as Exhibit "A" (the "Amended Policy"), to allow for the continued opportunity to seek Plaza Dining Use, and to update the policies for use of the Beach Pavilion and the Ocean and Dune Plazas; and

WHEREAS, it is the Town Commission's intent only to allow for the Plaza Dining Use subject to the terms and conditions in the Amended Policy, which are necessary to ensure that the Plaza Dining Use is compatible with the public's enjoyment of Ocean Plaza and that those restaurants engaging in Plaza Dining Use bear the costs and responsibilities of maintaining the areas of Ocean Plaza that they may be approved to use; and

WHEREAS, without these terms and conditions, the Town Commission finds that Plaza Dining Use has the potential to interfere with the public's use and enjoyment of the Ocean Plaza such that the Town Commission might not wish to continue Plaza Dining Use; and

WHEREAS, the Town Commission finds it to be in the best interest of the Town to adopt the Amended Policy, attached as Exhibit "A."

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Adoption of Amended Policy. The Town Commission hereby adopts the Amended Policy, attached as Exhibit "A."

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 26th day of April 2022.

_____
MAYOR CHRIS VINCENT

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

POLICIES FOR USE OF THE OCEAN PLAZA AND THE BEACH PAVILION AND DUNE PLAZA BY ENTITIES OTHER THAN THE TOWN

General philosophy: The Beach Pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. The Town establishes these policies to control the use of these public spaces, to assure that such use enhances the public's experience of them. In addition, the Town should collect fees and costs for the private use of the Plazas and Pavilion so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

I. Ocean Plaza: The following policies and fees shall govern the use of Ocean Plaza:

1. *Eligible users*. Use of the Ocean Plaza for events open to the general public, shall be limited to:

    a. *General use*. The eligible users listed for the Dune Plaza and Beach Pavilion ("General Users") are also eligible to apply for use of the Ocean Plaza, under the same terms and conditions described below for the Dune Plaza and Beach Pavilion. However, such use by another business is restricted to one day a year. Use of Ocean Plaza shall be limited to that area more specifically described in the license agreement, and shall be governed by the terms and conditions set forth in Section II below and in the license agreement. Unless otherwise specified in this Section I "Ocean Plaza," the terms and conditions for general use of Ocean Plaza shall be the same as the terms and conditions in Section II "Dune Plaza and Beach Pavilion."

    b. *Plaza dining use*. Additionally, restaurants located adjacent to Ocean Plaza ("Plaza Dining Users") may apply for use of up to _____ of the area of the Ocean Plaza, as shown in Exhibit "1," located closest to their property for plaza dining use (the "Licensed Area"). Use of Ocean Plaza shall be limited to that area more specifically described in the license agreement, and shall be governed by the terms and conditions set forth below and in the license agreement. Each license agreement may have a maximum term of one year. Such use must be approved by the Town Commission on an annual basis. Plaza dining use shall be limited dining. No entertainment, performers, kiosks, stands, etc. shall be permitted.

2. *Fees and costs for use of Ocean Plaza*.

    a. A non-refundable license fee, as established and amended from time to time by resolution of the Town Commission, will be charged for plaza dining use. The license fee shall be established based on the number of calendar months during the year that Ocean Plaza is licensed for plaza dining use. If no individual calendar months are selected, the Town shall charge an annual license fee based upon the entire 12-month period. Pro-rated monthly selections shall only be calculated utilizing full calendar month increments. Changes to the selected timeframe for the license agreement must be made in writing, a minimum of 30 days prior to any change, and prior to payment. The license fee shall be paid in advance. Payment shall be made on either an annual basis or on a quarterly basis.

    b. A non-refundable license fee as established and amended from time to time by resolution of the Town Commission, will be charged for general use of Ocean Plaza.

c. Use of Ocean Plaza by General Users or Plaza Dining Users as part of a larger special event shall be subject to a license fee established by the Town Commission by resolution and based on the duration of the use, separate from and in addition to the special event permit fee.

d. Plaza Dining Users and General Users shall timely pay all fees, pay the cost of any damage incurred to the Town's property as a result of their use, and pay for any Town costs directly associated with the use of Ocean Plaza.

3. *Conditions for plaza dining.* At a minimum, the following conditions will be included in the license agreement for plaza dining use of the Ocean Plaza.

   a. The Plaza Dining User shall only use the plaza dining furniture approved by the Town, including no more than the maximum number of tables, chairs, and umbrellas specified in the license agreement. Any increase to the number of furniture items requires Town approval in advance of being placed in the Licensed Area.

   b. Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward County Office of Emergency Management, the Plaza Dining User shall remove and place indoors all tables, chairs, awnings and other equipment located in the Licensed Area.

   c. The Plaza Dining User agrees to empty Town trash cans on Ocean Plaza adjacent to the Licensed Area**,** as needed during hours of operation, to ensure that the trash cans do not overflow and are available for the public's use.

   d. The Plaza Dining User shall pay the Town's cost to replace any and all landscaping and public improvements, including pavers, that are damaged or stained resulting from the Plaza Dining User's use of the Licensed Area. If the pavers in the Licensed Area become stained, the Town may, in its sole discretion (1) replace the pavers and charge the costs to the Plaza Dining User; or (2) require the Plaza Dining User to replace the pavers at Plaza Dining User's cost.

   e. Plaza Dining Users and General Users shall be required in their license agreement to clean the Ocean Plazas immediately after their use. Plaza Dining Users shall be required to clean Ocean Plaza a minimum of three times weekly. The Town Manager, in consultation with the Public Works Director and Plaza Dining User, will determine if an increase in pressure cleaning is necessary on a temporary basis, and Plaza Dining User shall increase such cleaning if directed to do so.

4. *Indemnification and insurance for use of Ocean Plaza*. Plaza Dining Users and General Users shall meet and maintain the minimum insurance requirements set forth in Section 17-9(3) of the Town Code (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.

5. *Potential use on holidays*. Other businesses in the Town or Town-based non-profit organizations may make a written request to the Town Commission to use the Ocean Plaza on specific holidays, and the Town Commission shall determine whether to allow such use and what conditions should apply to such use.

6. *Use for plaza dining on the same day as a special event*. Use of Ocean Plaza for plaza dining will not be allowed on days or evenings of Special Events with which they would interfere or conflict.

7. *Sales by Plaza Dining Users and General Users*. There shall be no sales of manufactured products on Ocean Plaza during the licensed period. This restriction does not apply to the sale of food, food products, or beverages in connection with the Plaza Dining User's plaza dining operations.

8. *Town-sponsored event*. The Town reserves the right to require the Plaza Dining User to remove all furniture and equipment from the Licensed Area upon 30 days' advance written notice, if the Town Commission decides to hold a Town-sponsored event in the Ocean Plaza on that same date. Should the Town require use of Ocean Plaza for Town-sponsored events for more than 14 days in a 12-month period, the Town will prorate the license fees paid and refund that portion to the Plaza Dining User.

9. *Revocation, suspension, or denial of licensed use*. The approval of the use of Ocean Plaza is conditional at all times. The users have no vested right or property interest in the continuation of the licensed use or the activity it allows. The Town Commission reserves the right to deny or revoke the licensed use of Ocean Plaza at any time for any reason. For example, without limitation, licensed use of Ocean Plaza may be denied or revoked if the Town Manager determines that any of the following has occurred:

    a. The user exceeds the approved Licensed Area.

    b. The user fails to maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code, or satisfy the other conditions of the license agreement.

    c. The user fails to pay the required fees associated with the use of Ocean Plaza or any other outstanding fees which may be owed to the Town.

II. Dune Plaza and Beach Pavilion: The following policies and fees shall govern the use of Dune Plaza and the Beach Pavilion:

1. *Eligible users*. Use of Dune Plaza and the Beach Pavilion for events open to the general public, shall be limited to:

    a. Commercial businesses in the Town (limited to 4 uses per year per business)

    b. Town-based non-profit organizations (limited to 2 uses per year per organization)

    c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 use per organization per year).

    d. The Dune Plaza and the Beach Pavilion will not be licensed for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

    e. The Town Commission may authorize the private use of Dune Plaza and the Beach Pavilion by any user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

2. *Fees and costs*.

    a. A non-refundable license fee as established and amended from time to time by resolution of the Town Commission, will be charged for use of Dune Plaza and the Beach Pavilion.

b. The license fees are per area. If an organization wants to utilize both Dune Plaza and the Beach Pavilion for their event, they must pay the fee for each area.

c. Use of Dune Plaza and the Beach Pavilion as part of a larger special event shall be subject to these license fees, in addition to the special event permit fee.

d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the user must pay upfront

e. If food and beverages are to be served, the deposit shall include a pressure-washing fee.

f. Users will be required in their license agreement to clean up the area immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town and BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the user must reimburse the Town for the difference.

3. *Insurance*. Users must provide liability insurance (and liquor liability insurance if liquor is being served, in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.

4. *Potential use on holidays*. Other businesses in the Town or Town-based non-profit organizations may make a written request to the Town Commission to use the Dune Plaza or the Beach Pavilion on specific holidays, and the Town Commission shall determine whether to allow such use and what conditions should apply to such use.

5. *Use on the same day as a special event*. Licensed use will not be allowed on days or evenings of Special Events with which they would interfere or conflict.

6. *Sales*. There shall be no sales of manufactured products (excluding food products) in the Beach Pavilion or Dune Plaza during these events. Only hand-made artisan products may be sold in connection with such a licensed use. However, manufactured goods may be auctioned or sold at a charity event in the Beach Pavilion or Dune Plaza. This restriction does not apply to the sale of food or food products.

7. *Cancellation for Town-sponsored event*. The Town reserves the right to cancel the licensed use of the Dune Plaza or Beach Pavilion up to 60 days in advance for any reason.

8. *Revocation, suspension, or denial of licensed use*. The approval of the use of the Beach Pavilion and Dune Plaza is conditional at all times. The users have no vested right or property interest in the continuation of the licensed use or the activity it allows. The Town Commission reserves the right to deny or revoke the licensed use of the Beach Pavilion and Dune Plaza at any time for any reason. For example, without limitation, licensed use of the Beach Pavilion and Dune Plaza may be denied or revoked if the Town Manager determines that any of the following has occurred:

    a. The user fails to maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code, or satisfy the other conditions of the license agreement.

    b. The user fails to pay the required fees associated with the use of the Beach Pavilion, the Dune Plaza, or the Ocean Plaza or any other outstanding fees which may be owed to the Town.

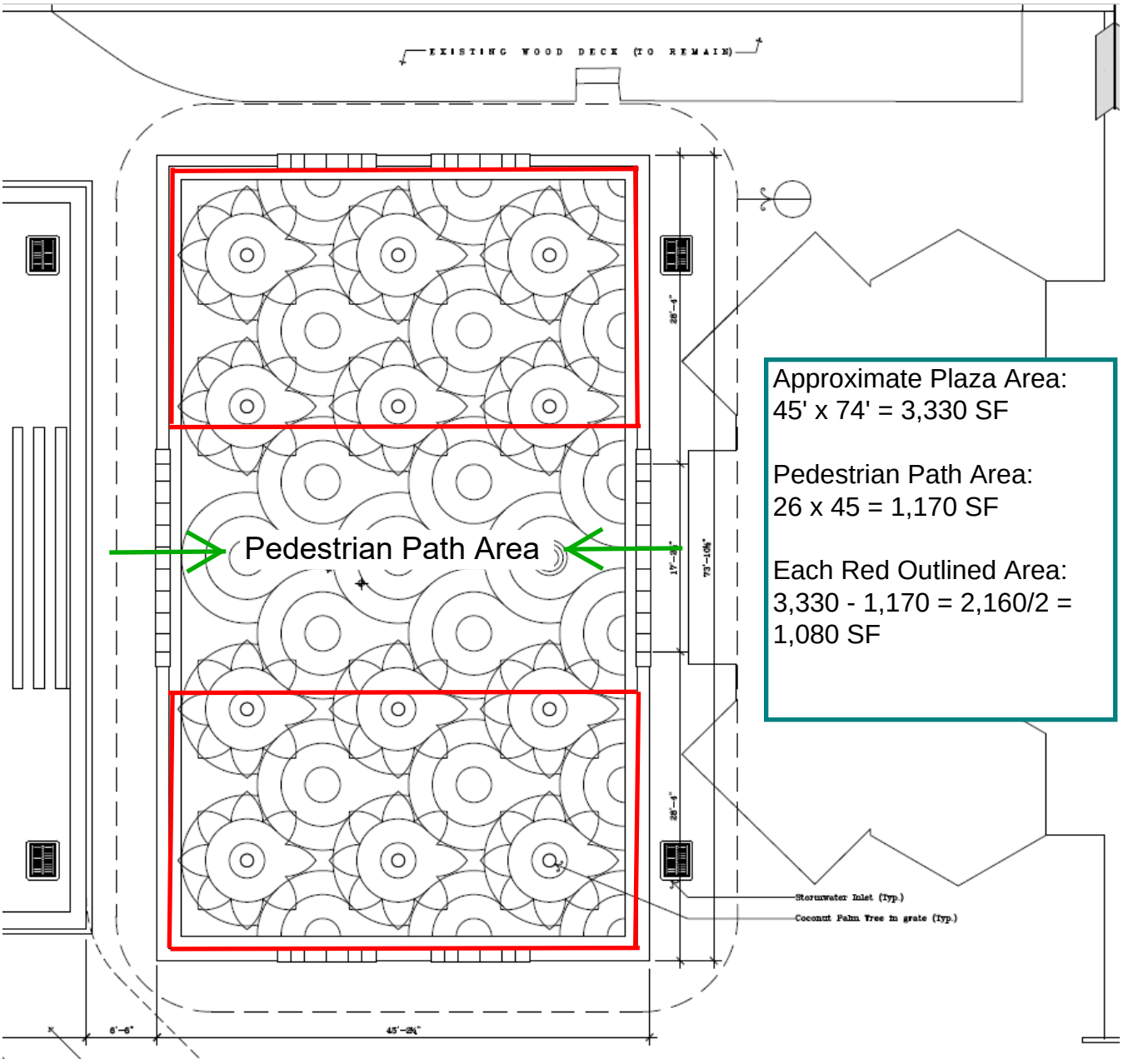

EXISTING WOOD DECK (TO REMAIN)
Pedestrian Path Area
Approximate Plaza Area:
45' x 74' = 3,330 SF
Pedestrian Path Area:
26 x 45 = 1,170 SF
Each Red Outlined Area:
3,330 - 1,170 = 2,160/2 =
1,080 SF
Stormwater Inlet (Typ.)
Coconut Palm Tree in grate (Typ.)

Exhibit 3

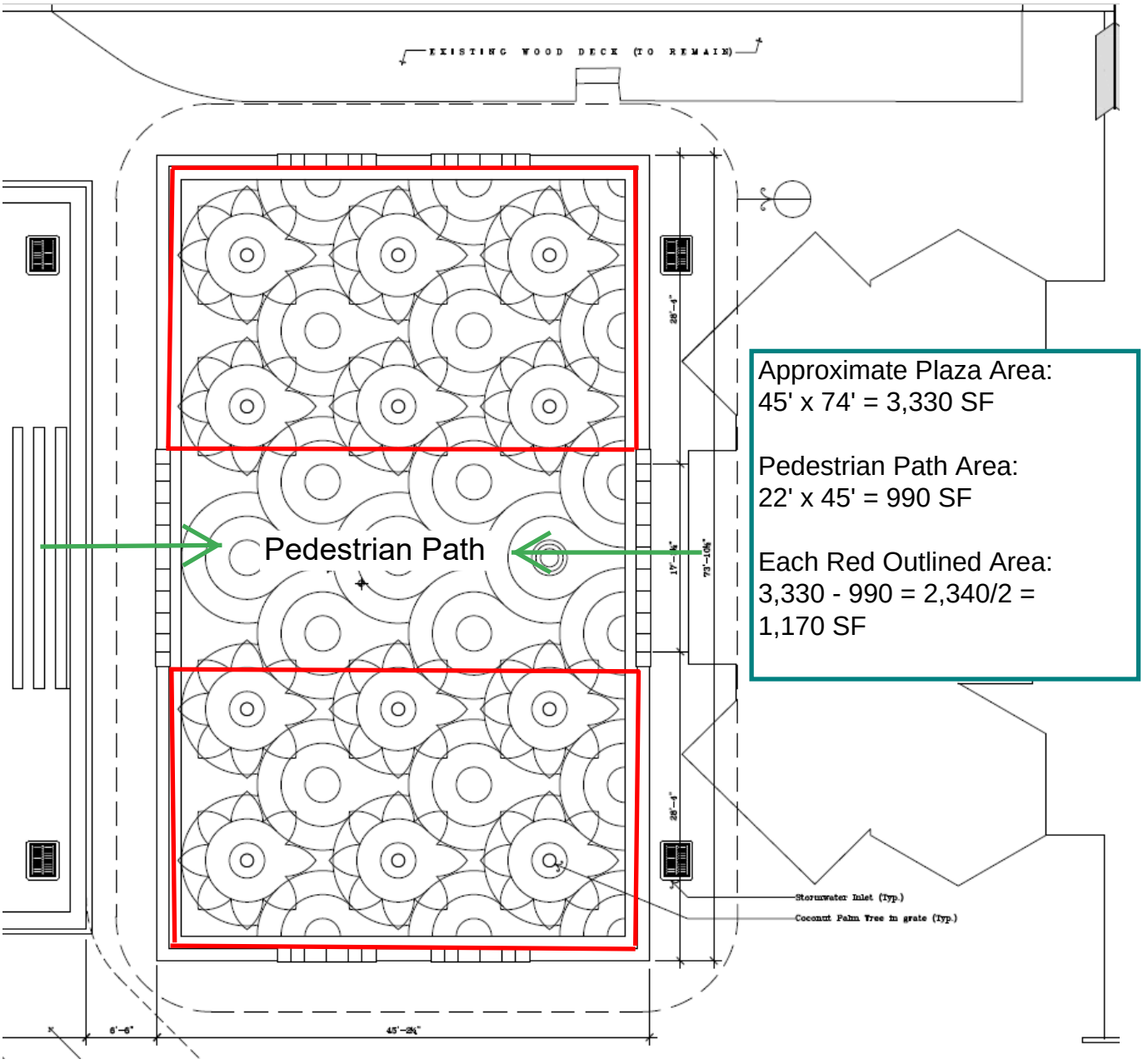

EXISTING WOOD DECK (TO REMAIN)
Pedestrian Path
Approximate Plaza Area:
45' x 74' = 3,330 SF
Pedestrian Path Area:
22' x 45' = 990 SF
Each Red Outlined Area:
3,330 - 990 = 2,340/2 =
1,170 SF
Stormwater Inlet (Typ.)
Coconut Palm Tree in grate (Typ.)

Exhibit 4