



Town Commission

NOTICE OF VIRTUAL TOWN COMMISSION MEETING

Pursuant to the Town's Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, March 9, 2021, at 6:30 p.m. and broadcast from Town Hall.

The March 9, 2021 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission

welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

Send an e-mail to public_comments@lbts-fl.gov Your comment will be read into the record during the meeting by the Town Clerk.

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by March 9, 2021 5:00 pm of your desire to speak during a live virtual meeting. Please provide us with your name, email address, and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk. When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam, or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.

A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.

Please note that the Town's November 6, 2020 Amended Local Declaration of Public Emergency regarding Virtual Meetings suspended the requirements that a quorum be in person and that Town committees and boards meet at a specific public place, and allows them to utilize communications media technology, such as telephonic and video conferencing.

Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

Jarvis Hall 4505 N. Ocean Drive

Virtual Town Commission Meeting

Virtual Town Commission Meeting

Tuesday, March 9, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Moment of Silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Jack Holland Proclamation (Steve d'Oliveira, Public Information Officer)
[Agenda Memo.pdf](#)
[Jack Holland Proclamation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. BSO February 2021 (Captain Tom Palmer, BSO)
[3-9-21 AM.pdf](#)
[TM Report-February 2021.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager's Report March 9, 2021 (Linda Connors, Interim Town Manager)
[3-9-21 AM.pdf](#)
[Ex1 New Business Report 02.24.2021.pdf](#)
[Ex2 Bus Shelter Update.pdf](#)
- 8.b. January 2021 Finance Report (Lucila Lang, Director of Finance and Budget)
[3-9-21 AM.pdf](#)
[Ex.1 Revenue Expenditure Report](#)
[Ex.2 Cash Investment Report](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. February 9, 2021 Town Commission Meeting Minutes
[Agenda Memo.pdf](#)
[020921 LBTS Commission Minutes](#)

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a. Town Manager Search Consultant (Susan Trevarthen, Town Attorney)
[3-9-21 AM.pdf](#)
[Draft RFP](#)
[Town Manager Brochure.pdf](#)
[FCCMA Correspondence & Senior Advisor Policy.pdf](#)

13. NEW BUSINESS

- 13.a. Special Event, Park and Film Permits Discussion (Debbie Hime, Special Projects Coordinator)
[AM 3-9-21 Event, Park and Film Permit Guidelines Discussion.pdf](#)
[Ex 1 Comprehensive-Emergency-Order-20-30.pdf](#)
[Ex 2 Resolution 2017-41 - Fee Resolution \(Special Events\).pdf](#)
- 13.b. Speed Hump Request for Spanish River Drive (Neysa Herrera, Assistant to the Town Manager)
[03-09-21 AM Speed Hump Request on Spanish River Drive.docx.pdf](#)
[Ex 1 - 10-27-15 AM Speed Table Request Policy.pdf](#)
[Ex 2 - Minutes 2015-10-27 Regular.pdf](#)
[Ex 3 -Speed Table Policy.pdf](#)
[Ex 4 -Spanish River Drive Request for Speed Hump.pdf](#)
- 13.c. Vacation Leave Accruals for Calendar Year 2020 (Lisa Slagle, Human Resource Manager)
[3-9-21 AM.pdf](#)
- 13.d. Work Authorization to Strutt Consulting for planning consulting services related to updating the Town's Comprehensive Plan (Jhanelle Campbell, Acting Development Services Director)
[3-9-21 AM.pdf](#)
[EX 1-COMPREHENSIVE PLAN PHASE I SCOPE.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a. Resolution 2021-15 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING FLORIDA SENATE BILL 596 AND HOUSE BILL 6023, WHICH REPEALS THE TREE PRUNING, TRIMMING, AND REMOVAL PREEMPTION; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Director of Development Services)
[3-9-21 AM.pdf](#)
[EX 1-Reso 2021-15 Supporting SB 596 and HB 6023.pdf](#)
[EX 2- _Sec. 30 480. __Tree removal and replacement.pdf](#)
[EX 3-Chapter 163 Section 045 - 2020 Florida Statutes - The Florida Senate.pdf](#)
[EX 4-SB 596.pdf](#)
[Ex 5-HB 6023.pdf](#)
- 17.b. Resolution 2021-16 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF FUNDS IN THE AMOUNT OF \$4,580.00 FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)
[3-9-21 AM.pdf](#)
[Ex1 Reso 2021-16.pdf](#)
[Ex 2 - Lauderdale-by-the-Sea Tree Trust Agreement.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARING

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 3 three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

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

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



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Steve D'Oliveira

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Jack Holland Proclamation (Steve d'Oliveira, Public Information Officer)

Explanation: This is a proclamation honoring former Hillsboro Inlet District Chairman Jack Holland for his 35 years of service on the district board. The Town of Lauderdale-By-The-Sea is a member of the Inlet District. Commissioner Randy Strauss is our current representative.

Recommendation:

Support the proclamation

Attachments:

1. Jack Holland Proclamation



PROCLAMATION

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

WHEREAS, John H. (Jack) Holland was appointed to the Hillsboro Inlet District by the City of Pompano Beach in 1986; and

WHEREAS, Jack Holland has faithfully served the Hillsboro Inlet District for 35 years, including 19 as chairman, and

WHEREAS, during Jack Holland's tenure the district has completed dozens of important and vital projects, including:

- The deepening, widening and straightening of the Hillsboro Inlet channel;
- Construction of the artificial reef adjacent to the inlet;
- Reconstruction of the south jetty;
- Maintaining the sand bypassing system that helps widen the beaches south of the inlet, including the shore in Lauderdale-By-The-Sea;
- Maintaining the district as a fiscally-sound entity;
- Ensuring that the Hillsboro Inlet remains a safe and accessible waterway for all recreational and commercial boaters in South Florida; and

WHEREAS, as a result of the district's actions with Jack Holland serving as chair, the residents of Broward County have greatly benefitted from safer navigation through the Hillsboro Inlet, and

WHEREAS, the Town of Lauderdale-By-The-Sea is part of the Hillsboro Inlet District and has a Town Commissioner who serves on the board; and

WHEREAS, in recognition of Jack Holland's commitment to the district, the Town Commission commends him for his hard work over the last 35 years,

Now, therefore, I, Mayor Chris Vincent, on behalf of, the Town Commission and citizens of Lauderdale-By-The-Sea, hereby proclaim:

***March 9, 2021 as
"Jack Holland Day"***

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

Attest: _____
Tedra Allen, CMC, Town Clerk

*Chris Vincent, Mayor
March 9, 2021*



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO February 2021 (Captain Tom Palmer, BSO)

Explanation:

BSO February 2021 Report

Recommendation:

Accept / Approve

Attachments:

1. BSO February 2021 Report



Date: March 3, 2021

To: Linda Connors
Interim Town Manager

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

Subject: BSO Public Safety Report- February 2021

PERSONNEL CHANGES:

N/A

EMPLOYEE OF THE MONTH: Detective Glen Genovese

In February 2021, Walgreens Liquor Store experienced a shoplifting case where a vehicle and suspect description was provided. Detective Genovese was assigned the case for follow-up investigation and linked the suspect description and vehicle to previous shoplifting cases in Lauderdale by the Sea. The detective reviewed video surveillance and the town's License Plate Reader System (LPR) and LPR data from the City of Pompano Beach and learned that the suspect had changed the license plate on the suspect vehicle to evade detection. Discovering this new information, Detectives Genovese and Mursell began looking for the suspect at several registered addresses to no avail. Detective Genovese then issued an ALERT flyer for the suspect Steven Pascuzzo and the vehicle to BSO Pompano Beach Deputies and within two hours Sergeant Morales located the suspect and the suspect vehicle at a local motel. When deputies placed the suspect in custody the arrestee was in possession of cocaine and fentanyl. Detective Genovese conducted a video recorded interview of the suspect who provided a post-Miranda confession to his involvement in the shoplifting as well as his involvement in two previously reported shoplifting cases. The suspect's vehicle was submitted for confiscation.

Due to Detective Genovese's attention to detail, tenacity and investigative efforts three crimes were solved and the felony suspect was charged with the crimes he committed. Based on these actions I have awarded Detective Glen Genovese the Deputy of the Month for February 2021.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 18.75 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 153 miles and 18 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three individuals required mental health assistance and were Baker Acted. Five (5) individuals experiencing homelessness were contacted during the month. All of the individuals were trespassed from commercial properties and all refused free services offered by law enforcement.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

N/A

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2102-000040

DATE/TIME: 02/02/2021 @ 1357 hours

LOCATION: 1770 S Ocean Blvd

VEHICLE: 2018 White Honda Civic, 4 door, MA tag 1SZT50

ARRESTEE(S): Octavious Gore, B/M, 12/10/83

Christian Robinson, B/M, 7/5/95

Ezavis Lewis, B/M, 7/5/95

INCIDENT: Auto Theft-**ARREST**

SUMMARY: Victim reported that sometime between approximately 1800 hours on 02/01/2021 & approximately 1345 hours on 02/02/2021, unknown suspect(s) removed a 2018 White Honda Civic, 4 door, MA tag 1SZT50. On 2/13/21 Pompano Beach deputies received an LPR hit on the aforementioned Honda Civic which was reported stolen out of Lauderdale by the Sea. Upon conducting a traffic stop, the front seat passenger fled from the vehicle however he was subsequently found and taken into custody. During an inventory of the vehicle a firearm was located underneath the driver's seat which was determined to be stolen out of Fort Lauderdale. All three suspects were brought back to the Pompano Beach District Office and interviewed by Det. Genovese. All three suspects were transported to the BSO Main Jail with charges ranging from Cocaine Possession, Possession of a Firearm by Convicted Felon, Grand Theft Auto and warrants.

CASE: 13-2102-000112

DATE/TIME: 02/05/21 @ 2034 hrs

LOCATION: 4000 Blk N Ocean Dr

ARRESTEE: Carl Palmer, W/M 10/31/74

INCIDENT: Crash/DUI arrest

SUMMARY: The arrestee collided his SUV with another SUV driving the opposite direction at the 4100 Blk of N Ocean Drive, which resulted in a head on collision. LBTS EMS/Fire and BSO Deputies responded to scene. It was learned that the arrestee was intoxicated and a BSO DUI unit responded. The adult female victim that was driving the other vehicle had minor injuries and was transported to the hospital as a precaution. BSO DUI unit deemed the arrestee in violation of Florida State DUI Statutes and was arrested. The arrestee was transported to the hospital for medical clearance and then to jail after medical clearance.

CASE: 13-2102-000272

DATE/TIME: 02/11/2021

LOCATION: 4221 Bougainvillea Dr

SUSPECT(S): Nelson Martell 9/27/68

INCIDENT: Theft

SUMMARY: Back on 2/24/20, victim paid suspect (then manager of Luna Paradise), \$1000 in the form of a personal check as a deposit for this year's stay. In November 2020, the Victim found out from other guests, the suspect was no longer the manager of the property, there were other victims and there was no reserved room as a result of the deposit. The hotel was booked. At this time, the suspect's whereabouts are unknown. The victim stated, during a previous stay, he spoke to suspect Martell who advised, he could save him \$1000 if he booked directly with him instead of Air BnB. He gave a check directly to Martell. In previous cases 13-2012-000716 and 13-2102-000075 suspect Martell was implicated as well. Total value loss, \$1000. Investigation is ongoing.

CASE: 13-2102-000425

DATE/TIME: 02/16/2021 @ 0932 hours

DATE/TIME OCCURRED: 02/16/2021 between 0400-0500 hours per videos

LOCATIONS:

- 1.1984 Windward Dr- (Bel Air)- \$10.00 in change
- 2./3.1985 Windward Dr- (Bel Air)(2 vehicles)- \$15.00 in change & a \$20.00 in US Currency
- 4.1973 Windward Dr- (Bel Air)-Nothing missing
- 5.2037 Windward Dr- (Bel Air)-Nothing missing
- 6.2121 S Ocean Blvd (Cabana Bay)- \$300.00 in change
- 7.6000 N Ocean Blvd (Star Light Towers)- \$10.00 in change and a set of keys

INCIDENT: Burglary Conveyance (**UNLOCKED**)

SUMMARY: On 02/16/2021 between 0400-0500 hours per surveillance cameras, multiple b/m's driving in a small white vehicle drove through the various neighborhoods and burglarized the listed vehicles, at the listed locations entering all vehicles through an unlocked door, rummaging through the vehicles and taking the items. Investigation is active and ongoing.

CASE: 13-21-02-000443

DATE/TIME: 02/16/21 @ 2105 hours

ARRESTEE: Steven Pascuzzo W/M 09/01/60

LOCATION: 4321 N Ocean Drive (Walgreens)

INCIDENT: Retail Theft (**ARREST**)

SUMMARY: A W/M (late 50's, approx. 5'10", gray shirt, dark pants and black mask) took 3 bottles of Absolut Vodka (total value \$86.97) and walked out past all points of sale while the reporter was tending to another customer. Video surveillance of the incident shows the suspect exit the passenger side of an older model silver Honda CR-V and return 2 minutes later with the stolen merchandise in his arms. During the investigation, Detective Genovese utilized surveillance video along with the town's LPR system to identify the suspect and the suspect vehicle. Once the suspect was positively identified he also discovered via investigation that the suspect had changed license plates on the suspect vehicle. The detective learned that the suspect vehicle was actively being driven in the City of Pompano Beach and issued an ALERT flyer. On 02/24/21, Sergeant Morales from Pompano Beach located the suspect and the vehicle. Subsequent to arrest, the suspect was found to be in possession of cocaine and fentanyl. The suspect provided a post Miranda confession to the crime as well as his role in two additional retail thefts that were previously reported by the Lauderdale by the Sea Walgreens store. The suspect's vehicle was submitted for confiscation/forfeiture.

CASE: 13-2102-000446

DATE/TIME: 02/16/2021 @ 2134 hours

SUSPECT: B/M early 20's with dreadlocks

LOCATIONS: 4433 El Mar Drive

INCIDENT: Strong Armed Robbery (**ATTEMPT**)

SUMMARY: Victim was walking northbound in the 4400 block of El Mar Drive when a silver Nissan Sentra stopped next to him and turned off headlights. A B/M suspect wearing a white tank top, early 20's, and dreadlocks exited the passenger front door and tried to grab the victim's cell phone out of his right front shorts pocket but was unsuccessful. No loss of property or injuries. The victim waited over 10 minutes to report the incident. Investigation is ongoing.

CASE: 13-2102-000606
DATE/TIME: 02/22/2021 @ 1614 hours
LOCATION: 14 Commercial Blvd, LBS
ARRESTEE: Howard ADLER, W/M, 10/28/1967
CHARGES: 1. VOP Cts.1&2 Grand Theft-No Bond
2. Grand Theft- No Bond
3. Cts.1&2 Fraud/Use CC Cts.3&4 Crim USE ID/No Bond

INCIDENT: Warrant Arrest

SUMMARY: Units were dispatched to a disturbance at Aruba's and upon arrival it was discovered that the subject had left Aruba's. The suspect was located at Mulligans & detained. A teletype check revealed the active warrants. The suspect was placed into custody & transported to the Main Jail without incident.

CASE: 13-2102-000716
DATE/TIME: 2/26/21 @ 1137 hrs
LOCATION: 238 Basin Dr (Marina)
SUSPECT(S): Unknown

INCIDENT: Burglary Conveyance (Vessel)

SUMMARY: Deputies responded to the marina located at 238 Basin Drive, in regards to a report of burglaries to boats moored in the marina. Unknown suspects had removed Garmin GPS/Chart plotters and marine radios. CSIA Anderson responded and processed all the scenes for forensic evidence. The BSO Marine Unit responded and examined all the vessels located along the private homes between the marina and the Intracoastal Waterway. He similarly checked the boats docked behind Imperial Lane. No other burglaries were located at this time. Det. Genovese contacted Lighthouse Point Police detectives, who recently experienced similar burglaries by an unidentified suspect utilizing a paddleboard to access the boats. Only one LBTS boat owner had a serial number for his missing GPS unit at the time of this report. The investigation is ongoing.

MONTHLY ARREST LOGS:

M	Petit Theft - Retail	4321	N Ocean Dr
M	Petit Theft - Retail	4321	N Ocean Dr
M	DUI with Property Damage	4100	N Ocean Dr
M	Petit Theft - Retail	4321	N Ocean Dr
F	Warrant Arrest - Violation of Probation (Grand Theft Auto)	14	Commercial Blvd
M	NIC - Violation of "No Contact" Court Order	4644	Poinciana St

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2020 YTD	2021 YTD
AUTO THEFT	1	1	2	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	8	1	2	9
BURGLARY-RESIDENCE	0	0	5	0
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	1	1
HOMICIDE	0	0	0	0
ROBBERY	1	0	0	1
THEFT-GRAND	1	0	2	1
THEFT-PETIT	2	1	6	3
TOTALS	13	4	18	17

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	0
COP Patrol Miles - Month	0
COP Hours Worked - YTD	0
COP Patrol Miles - YTD	0

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

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	0

Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020

UPDATE: Captain Palmer has discussed the start-up of the COP program in the future with vaccinated members restricting the program to beach patrol with BSO. BSO programs remain suspended through the near future. Updates will be provided in the monthly reports to the commission.

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

	Month	2020 YTD
Reserve Deputy - Days Worked	5	10
Reserve Deputy - Hours Worked	42	89

MONTHLY STAFFING AND STATISTICAL REPORT:

The February 2021 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity February 2021

Reports/Calls	
Miscellaneous Service	
Event Reports	31
Accidents	15
Calls for Service	789

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

General	
FI	18
Truant	0
Truant Debriefed	0
Elder Link	0

Traffic	
Types of Citation	
Non-Moving / Moving Citation	33
Parking	0
Warnings	104
Total Citations	137

Time Worked	
Hours Worked	
Bike Patrol	18.75
Court Overtime	3
Training	44.5
Detached	94
Other Overtime	280
Days Worked	28

Narrative	
ATV/UTV: 153 Miles / 18 Hours Reserve Deputies worked 5 shifts (42 hrs)	



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

February 28, 2021

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	17	2
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	25	3

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Kerry Justice	9423	Human Resources	Oral Board Interview	8
Deputy Javier Barrios	16797	Regional Traffic Unit	Motor Escort (FBI Line of Duty Death-LOD)	30
Detective Glen Genovese	13738	QRF	Adjunct Training	40
Deputy Michael Kratz 2/4	11289	Weston District	FBI LOD Deaths	4
Deputy Mark Wendt 2/5	19589	Weston District	FBI LOD Deaths	4
Deputy Miguel Mirabal 2/6	19518	Weston District	FBI LOD Deaths	4
Deputy Miguel Mirabal 2/7	19518	Weston District	FBI LOD Deaths	4
			TOTAL	94



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – FEBRUARY, 2021



Still shows on FDLE Website



JOSEPH P MESSIER

12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

SEX OFFENSE,
FEDERAL
(KNOWINGLY
ENTICING A MINOR
VIA COMPUTER TO
ENGAGE IN SEXUAL
ACTIVITY)

(GUILTY/CONVICTED
– 09/19/2003)

Federal, FL



**MICHAEL WALTER
MORALES**

04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

USE OF COMPUTER TO
SOLICIT OR LURE A
CHILD TO ENGAGE IN
SEXUAL CONDUCT F.S.
847.0135(3)(a) (PRINCIPAL)

(GUILTY/CONVICT)
10/24/2014)

Broward, FL



JAMES ORLIN CLARKE

05/14/1980

4109 N Ocean Dr.
LBTS, FL 33308
(Unknown location)

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

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI

2/19/20 CI Sgt. Was advised
3/23/20 Advised by CI unit that
Sex Offender was removed from
4109 N Ocean Dr.

March 1, 2021

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – FEBRUARY, 2021



ANTHONY MANGANARO JR.

11/08/1965
2751 NE 58th St
Fort Lauderdale, FL 33308

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

(GUILTY/CONVICTED –
11/20/2003)

New York, NY



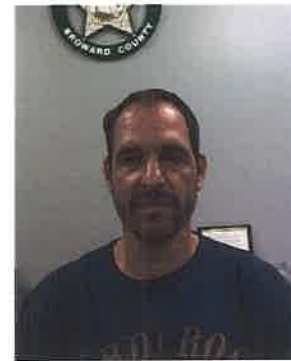
DERWIN JOHN FRAZER

06/26/1957
2901 NE 55th Place
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (Assault/Battery of
High and Aggravated nature)

(GUILTY/CONVICT –
11/15/2010)

Richland, SC



MICHAEL DAVID SCHMEHL

05/26/1974
4141 Bayview Dr.
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)

(GUILTY/CONVICTED
– 08/26/1998)

Bucks, PA



VINCENT ALBERGO

04/17/1959
3305 NE 16TH PL.
Ft. Lauderdale, FL 33308

LOWD ASLT/SEX BAT
VICTIM<16; F.S. 800.04(3)
(PRINCIPAL)

(GUILTY/CONVICTED
– 12/01/1999)

Broward, FL

2/5 no longer lives at
above address. Transient
Ft. Lauderdale (doesn't
show on map)



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – FEBRUARY, 2021



**DOMINICK ANTHONY
AMENTO**

04/11/1943

3100 Blk Oakland Park Blvd.
Fort Lauderdale, FL 33308
(Transient)

ABUSE OF CHILD, ENG SEX
PERFM; F.S.

FALSE IMPRISON ANY
OTHER; F.S. 787.02
(PRINCIPAL)

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

(GUILTY/CONVICTED –
09/22/2004

Broward, FL



HUBERT HERNANDEZ

12/06/1960

63rd St and Federal Hwy.
Fort Lauderdale, FL 33306
(Transient)

LEWD OR LASCIVIOUS
EXHIBITION VICTIM
UNDER 16 YEARS OLD
OFFENDER 18 OR OLDER;
F.S. 800.04(7)(C)

(PRINCIPAL) **TIMES 3**

(GUILTY/CONVICTED –
05/22/2002)

Broward, FL



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

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

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

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

ADJUDICATION WITHHELD
11/12/1996

Lake, FL



ROBERTO BADILLO

10/10/1963

2621 N Ocean Blvd. #27
Fort Lauderdale, FL 33308

SEX BAT/INJ NOT
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED
1/31/1994)

Miami-Dade, FL

March 1, 2021

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – FEBRUARY, 2021



ANDREW WALKER HARRIS

08/07/1964

4117 N Ocean Blvd #116
Fort Lauderdale, FL 33308

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

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

(GUILTY/CONVICTED –
10/04/1990)

Broward, FL



JAWARA S. MURRAY

11/06/1970

2115 N Ocean Blvd Apt. 2
Fort Lauderdale, FL 33305

SEX BATT/COERCE
CHILD BY ADULT; F.S.
794.011(2)(b) (PRINCIPAL)

LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINCIPAL)

(GUILTY/CONVICTED –
06/13/1995)

Broward, FL



DENIS ANTHONY ALVAREZ

10/17/1966

TRANSIENT

Fort Lauderdale, FL 33306

SEX OFFENSE, OTHER STATE
(Endangering the welfare of a child)

(GUILTY/CONVICTED –
09/11/1992)

Bergen, NJ



DAVID EGBERT

06/21/1974

4117 N Ocean Blvd. Apt 115
Fort Lauderdale, FL 33308

Lewd, lascivious act by computer
transmission, victim under 16,
offender 18 or older; F.S.
847.0135(5)(b)

SEND MINOR HARMFUL
INFO; F.S. 847.0138(2)

(GUILTY/CONVICTED –
01/29/2016)

Broward, FL

2/17 no longer lives at
above address. Moved to
1428 NE 3rd Ave. Apt 2
Ft. Lauderdale, FL 33304

March 1, 2021

Prepared by: Giovanna Anderson



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager's Report March 9, 2021 (Linda Connors, Interim Town Manager)

1. Town's Special Events – 4th of July and BugFest

Believe it or not, it is time to start thinking about 4th of July celebration and BugFest and what those festivities will look like in this COVID-19 era. Traditionally, the majority of BugFest activities have been social events, so we are thinking outside of the box to see how we can adjust the current activities to ensure COVID precautions are taken or develop new programs for the divers.

Preparations for the 4th of July usually begin in April. Staff is hopeful, and we are moving forward to plan an event that takes into consideration the realities of COVID-19 and how that impacts our event. Our fireworks contractor, Zambelli, has asked for a "soft commitment" in writing by March 15th as to our intent to have a firework's display since they have permitting, packing, transportation, and other logistics to coordinate on our behalf. Their contract has a no fee cancellation date of June 1, 2021 so we will still have time to cancel, if necessary. We have contacted our neighboring communities and all that have responded are currently planning some version of 4th of July fireworks.

ACTION REQUIRED: Provide staff direction regarding fireworks for 4th of July.

2. Sea Turtle Season

March 1st marked the beginning of Sea Turtle Season and we are looking to capitalize on the improvements that we gained in 2020. Staff is putting the finishing touches on a LBTS brochure which we will use in conjunction with the brochures given to us by the County. This season, the main focal point will be improving compliance with interior lighting in condos on the beach. We anticipate yielding much success and look forward to a great season.

3. Dogs in Park

Several months ago, we had discussions about creating a dog beach. The Commission decided against that and instead the former Town Manager suggested that we create an area in Friedt Park for dogs. Since that time, dog owners have been bringing their dogs to the grassy area of the park but were failing to curb their dogs and ensure that the animals were leashed. Staff was in the process of developing signs to remind dog owners of the Town's

regulations when we realized that the Town Code prohibits dogs in the Town's beaches and parks. Before we move forward with enforcing this prohibition, we need direction from the Town Commission if they would like the Code to be changed to allow dogs in our parks. If so, staff will move forward with an ordinance to amend the Code. If not, we will begin to inform residents that dogs are not allowed in parks as well as our beaches.

ACTION REQUIRED: Provide staff direction regarding drafting ordinance amendment about dogs in the park.

4. Solid Waste and Recycling Collection

The Town Manager's Office has taken a more active role in the management of the Town's contract with Waste Pro, our Solid Waste, Bulk Waste, and Recycling Collection vendor, to fully understand the Town's standards of service and terms of the contract and to help resolve any issues that the community and/or contractor are having regarding this service.

We have consistently been having issues regarding the collection of garbage in the downtown commercial district. On Monday, March 8th, Linda Connors, Interim Town Manager, and Neysa Herrera, Assistant to the Town Manager met downtown with Waste Pro's Regional Vice President, Russell Mackie and Division Manager, Farid Abuchaibe, to discuss the challenges associated with solid waste and recycling collection for the businesses in this area.

The current contract requires Waste Pro to collect garbage with minimum noise and disturbance between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday and between the hours of 8:00 a.m., and 6:00 p.m., on Sunday. This time frame was established when the downtown area was not as busy, trash collection was not regularly required on a 7-day per week basis and before we renovated downtown and changed the garbage truck's access to several of our businesses.

Waste Pro believes that many of the difficulties in providing consistent garbage collection in the downtown area could be resolved by the Town allowing an earlier start time. The Interim Town Manager is proposing a trial collection start time adjustment to 6:00 a.m. on the three busiest days for trash collection in downtown: Saturday, Sunday, and Monday. This temporary change will be done to assess whether an earlier collection time will help correct the issue of missed or late trash pickups due to access constraints. This will benefit the Town's businesses as well as Waste Pro. Unless the Commission directs otherwise, the earlier start will begin on March 13th.

During the meeting on site, Waste Pro committed to replacing all dumpsters in the downtown area with new, lighter plastic dumpsters. This change will make it easier for our businesses to maneuver their dumpsters on pick-up day.

For the Commission's information, the second renewal term of the agreement with Waste Pro expires on November 30, 2021. The Town has the option to exercise a third renewal term lasting three (3) to five (5) years. An agenda item to discuss the Waste Pro agreement and the Town's intent to renew is tentatively scheduled for the April 13th Town Commission Meeting.

5. Updated Emergency Order

On February 26, Governor Ron DeSantis issued Executive Orders 21-45 and 21-46. The first extends the state of emergency through the end of April. The second allows properly licensed

physicians, registered nurses and pharmacists to administer vaccines to those that are determined to be extremely vulnerable to COVID-19.

The Governor also expanded those residents eligible to receive COVID-19 vaccinations in Florida to include the following:

- Long-term care facility residents and staff
- Persons 65 years of age and older
- Health care personnel with direct patient contact
- K-12 school employees 50 years of age and older
- Sworn law enforcement officers 50 years of age and older
- Firefighters 50 years of age and older

Residents may find a copy of all the Executive Orders issued by the Governor at:

<https://www.flgov.com/executive-orders-desantis/>

6. CDBG Intent to Apply

Each year, the Town applies for Community Development Block Grant (CDBG) funding to supplement the Community Center's operational expenses. The cycle for the 47th Year (FY2021-2022) of the CDBG Urban County Program is open and staff is following the established timeline to fulfill the requirements of the program. We usually apply for \$30,000 but receive much less. This year, we are again applying for \$30,000, however we anticipate receiving \$15,000 from the County. The deadline to submit the funding request to the County is Friday, April 2, 2020. A resolution supporting the application and giving Town Manager the authoring submission of the contract and execution of the grant agreement, if awarded, will be scheduled for the Commission's March 23, 2021 meeting.

7. Commission Workshop Schedule

The following workshops/special meetings have been scheduled for the Commission:

Date	Time	Subject
March 9, 2021	5:30 PM	Discussion regarding FY21 Capital Improvement Plan (CIP) funded projects
March 23, 2021	5:00 PM	Discussion regarding FY22 5 Year CIP
April 6, 2021	5:30 PM	Discussion regarding Surtax and Pedestrian Plan
May 11, 2021	5:00 PM	Downtown Discussion

It is my intention to regularly schedule workshops for Commission discussion and deliberation.

8. Spring Break Update

With Spring Break upon us, Broward County is asking communities to adhere to the existing COVID-19 emergency orders by maintaining appropriate social distance and wear a mask. To that end, our Code Compliance staff is visiting our restaurants to remind them of these regulations.

9. Bus Stop Shelter Update

The Town continues to work with Broward County Transit to provide bus shelters at the bus stops in the Town. The following stops are currently being prepared for permitting:

- a) Southbound stop #965 at 1441 S. Ocean Boulevard (Surf Rider Resort)
- b) Northbound stop #948 at 1850 S. Ocean Boulevard (Hampton Beach Club)
- c) Northbound stop #4231 at 4540 S. Ocean Boulevard (Atlantic Coast Villas)
- d) Northbound stop #3760 at 1470 S. Ocean Boulevard (El Dorado Club)
- e) Southbound stop #967 at 1717 S. Ocean Boulevard (Cristelle Beach Homes)

For more detailed information on the status of the Town's remaining bus stops, please see Exhibit 2.

Attachments:

- 1. New Business Summary
- 2. Bus Shelter Update

LAUDERDALE•BY•THE•SEA

New Business Report, Lauderdale-By-The-Sea

TOTAL AMOUNT OF BUSINESSES OPENED DURING 2021

PENDING:	4	
Short Term Rental:	2	1 is Pending
Vacation Rentals:	1	Pending
Rental Condos:	1	
Long Term - Single Family:	1	Pending
Multi-Unit Rentals:	1	Pending
Brick and Mortar:	4	
TOTAL OPENED & APPLIED:	10	% of 2020's Total: Estimated 20%

LIST OF BRICK-AND-MORTAR BUSINESSES OPENED DURING 2021

Business License	Business Name	Type of Business	Business Address
2599	JAMES B. ABRIL, PA	PROFESSIONAL	4332 East Tradewinds Avenue
2617	Expert Center LLC	PROFESSIONAL	275 Commercial Blvd. 301
2622	ARGUELLO DENTISTRY BY THE SEA	PROFESSIONAL	236 Commercial Blvd.
2607	Compass Florida, LLC	REAL ESTATE SALES	4325 N. Ocean Dr.

TOTAL AMOUNT OF BUSINESSES OPENED DURING 2020

Short Term Rental:	4
Vacation Rentals:	12
Rental Condos:	4
Long Term - Single Family:	3
Multi-Unit Rentals:	9
Rental Dock:	1
Home Office:	4
Brick and Mortar:	12
TOTAL OPENED 2020	49

LIST OF BRICK-AND-MORTAR BUSINESSES OPENED DURING 2020

Business License	Business Name	Type of Business	Business Address
2554	Hollywood Tobacco, Inc	MERCHANT	235 Commercial Blvd. 106
2562	The Blithe Co.	MERCHANT	222 Commercial Blvd. 107
2613	Penny Fraser Photography	PHOTO SHOP	255 Commercial Blvd. 206
2563	Snorkel with Mike, LLC	PROFESSIONAL	4737 N. Ocean Dr. 144
2588	L.T. Cooper Architect	PROFESSIONAL	224 Commercial Blvd. 306
2606	The Spine Center	PROFESSIONAL	275 Commercial Blvd. 204
2577	Ocean Glades Realty Group	REAL ESTATE SALES	275 Commercial Blvd. 212
2574	Aqui WaterSports	BEACH EQUIPMENT	222 Commercial Blvd. 106
2565	LUXE VANITY STUDIO	BEAUTY SHOP	218 Commercial Blvd. 210
2570	Bella Skin by Barbi, Inc.	BEAUTY SHOP	222 Commercial Blvd. 207
2552	DEK Cobbler By The Sea	TAILOR & SHOE REPAIR	253C Commercial Blvd. Blvd.
2566	Legacy Staffing Associates	EMPLOYMENT AGENCY	218 Commercial Blvd. 235



1. The following stops are complete:
 - a) Completed prior to current project (### = stop number)
 - i. Commercial Boulevard at Sun Trust Bank (5357)
 - ii. Assumption Church on A1A (969)
 - iii. A1A at Pine Avenue (944)
 - b) Completed under current project
 - i. 1541 S Ocean Boulevard (Gardens by the Sea) (966)
 - ii. 4201 N Ocean Drive (LBTS Visitor Center) (974)
 - iii. 4505 N Ocean Drive (Jarvis Hall) (972)



Figure 1-Jarvis Hall

- c) The following stops will require easements from property owners to locate a shelter
2. BCT has prepared plans showing proposed easements, along with aerials showing the required easements for the following stops:
 - a) 4319 N Ocean Drive (Walgreens) (973)
 - b) South parking lot (940)
 - c) 4564 N Ocean Drive (Beachside Village Resort) (943)
3. The following stops will also likely require easements:
 - a) 4013-4045 N Ocean Drive (Top of the Mile condo) (3430) – would need to be contacted to see if they have any comments or questions concerning an easement on their property for a shelter
 - b) 1600 S Ocean Boulevard (Aquazul) (949) – the management of the condo has been contacted regarding a possible easement.
4. The following properties have been contacted by mail and/or e-mail to request comment on proposed conversion of existing stops to stops with shelters:
 - a) 1441 S Ocean Boulevard (Surf Rider Resort) (965) – positive response

- b) 1850 S Ocean Boulevard (Hampton Beach Club (948) – No response
- c) 4540 S ocean Boulevard (Atlantic Coast Villas) (4231) -- No response
- d) 1470 S Ocean Boulevard (El Dorado Club) (3760) -- No response
- d) 1717 S Ocean Boulevard (Cristelle Beach Homes) (967) -- No response
- e) 242 Commercial Boulevard – working with owner

All these stops have sufficient right-of-way (BCT will confirm this). As such, they should be able to be permitted and constructed without the need for any easements.

5. The following stop is being prepared for permitting:
 - a) 1441 S Ocean Boulevard (Surf Rider Resort) (965)
6. The following stops have had surveys prepared for review of proposed shelter location and will then be prepared for permitting:
 - a) 1850 S Ocean Boulevard (Hampton Beach Club (948)
 - b) 4540 S ocean Boulevard (Atlantic Coast Villas) (4231)
 - c) 1470 S Ocean Boulevard (El Dorado Club) (3760)
 - d) 1717 S Ocean Boulevard (Cristelle Beach Homes) (967)
7. Of the remaining stops prioritized for permitting, the property owners adjacent to the following stops need to be contacted to see if they have any questions/comments regarding a proposed shelter (there is sufficient right-of-way to locate these shelters on public property:
 - a) A1A at Coral Reef Drive (968) – survey and proposed shelter location needed
 - b) Commercial Boulevard and E Tradewinds Avenue (2488) – survey and proposed shelter location needed
8. The stops will be revisited when the vacant lots they abut are redeveloped:
 - a) The former Holiday Inn (938)
 - b) 4565 N Ocean Drive (971)
9. The following stops will not receive new shelters
 - a) 241 Commercial Boulevard (2457) – BCT is preparing a sight distance triangle for the proposed shelter in relation to the driveway at the property
 - b) 2000 S Ocean Boulevard (Royal Coast) (946)
10. The following stops do not have sufficient space to accommodate a shelter and some cannot accommodate anything beyond signage
 - a) 4229 N Ocean Drive (Horizon By The Sea) (5449)
 - b) 4341 Bougainvillea Drive (5356)
 - c) S Side of El Prado parking lot (942)
 - d) A1A and alley near Aruba (941)
 - e) 4140 N Ocean Drive (By the Seas) (939)
11. If shelters are not possible at some stops, BCT may have funds that can be used to update the existing furniture and amenities at the stops. Several options for new benches have been provided to the Town Manager and DPW Director for review.
12. Broward County transit will also be looking at options for ADA improvements at certain stops.
13. Bi-weekly calls with BCT to discuss the status of the project are ongoing.



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Lucila Lang

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

January 2021 Finance Report (Lucila Lang, Director of Finance and Budget)

Explanation: Presented is the January 2021 financial report, which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings us to 33.33% of the fiscal year.

The following is a summary of the operating results through : 1/31/2021

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 13,138,247.00	\$ 30,000.00	\$ 13,108,247.00	\$ 9,293,313.61	70.90%	\$ 3,959,692.39	30.21%	\$ 5,333,621.22
Building Fund	683,834.00	-	\$ 683,834.00	226,281.98	33.09%	110,599.30	16.17%	\$ 115,682.68
Sewer Fund	1,130,896.00	-	\$ 1,130,896.00	397,392.98	35.14%	296,111.47	26.18%	\$ 101,281.51
Fire Fund	1,066,146.00	-	\$ 1,066,146.00	921,353.43	86.42%	308,818.32	28.97%	\$ 612,535.11
Capital Fund	7,770,957.00	7,470,957.00	\$ 300,000.00	949,603.69	316.53%	1,018,547.93	13.11%	\$ (68,944.24)
Parking Fund	5,549,995.00	3,797,960.00	\$ 1,752,035.00	758,060.15	43.27%	1,360,436.68	24.51%	\$ (602,376.53)
Grand Total	\$ 29,340,075.00	\$ 11,298,917.00	\$ 18,041,158.00	\$ 12,546,005.84		\$ 7,054,206.09		\$ 5,491,799.75

Notable items this month:

General Fund

- During January, the Town collected ad valorem revenues totaling \$327,286, which brings total collected to 87%.
- Utility and franchise taxes are lower than expected at 26%.
- Transfer from Fire Fund in the amount of \$5,500 has been processed from Fire Fund to General Fund as budgeted
- Transfer from Parking Fund in the amount of \$200,381.75 has been processed from Parking Fund to General Fund.
- General Fund expenditures:

- As a reminder, Bill Vance's payout will impact the January expenditures as a 20-week payout was processed as a lump sum. Payment was processed in the payroll of 1/29/21.

Building Fund

- Building Fund revenues are in line with FY budget at 33.1%.
- Expenditures are lagging behind as CAP Government, Inc. has only billed for October and November. A/P is working to get them back on schedule.

Sewer Fund

- December sewer revenues from the City of Fort Lauderdale, which are reflected on the January Finance Report, are in line with expectations on a monthly and year-to-date basis.
- Year-to-date sewer billings from Pompano are in line with our expectations.

Fire Fund

- Through January, year-to-date Fire Assessment collections are 86.3% (\$890,590.14) in line with the Town's expectations.

Capital Project Fund

- Capital Project Fund received a transfer from Parking in the amount of \$949,490. Future scheduled transfers will be discussed with Commission and staff will receive guidance on how to proceed going forward.
- Visitor's Center project has been completed and were over budget by \$20,000.
- All other projects have had minimal activity for the month of January.

Parking Fund

- January's parking revenues were at \$160K. On a year-to-date basis, parking revenues are at 37.21% in line with FY expectations.
- Below is a breakdown of revenue by lots. As you can see COVID-19 has had a negative impact on parking revenues. Overall, in the first 4 months of the fiscal year, revenues are down by 22% compared to the same time in FY20.
- Currently (October-January 2021) the top producing lots are:
 - El Prado at 18.6% of total revenues
 - A1A Parking lot at 17.74% of total revenues
 - Ocean Front meters at 16.83% of total revenue.

PRIOR TO COVID-19									
<u>FY2020</u>	<u>October, 2019</u>	<u>November, 2019</u>	<u>December, 2019</u>	<u>January, 2020</u>	<u>Total</u>				
344.551 South Ocean	\$ 11,571.64	\$ 10,267.70	\$ 12,158.04	\$ 19,169.02	\$	53,166.40			
344.552 Ocean Front Meters	\$ 46,445.23	\$ 36,513.94	\$ 20,375.74	\$ 21,694.78	\$	125,029.69			
344.553 Commercial Blvd. Meters	\$ 7,190.23	\$ 6,554.89	\$ 25,793.82	\$ 30,215.94	\$	69,754.88			
344.554 Parking Meters-Beach	\$ 25,445.87	\$ 21,808.07	\$ 22,133.51	\$ 23,813.17	\$	93,200.62			
344.556 El Prado Parking Lot	\$ 25,157.16	\$ 23,974.46	\$ 30,065.45	\$ 38,894.66	\$	118,091.73			
344.558 Town Hall Parking Lot	\$ 391.71	\$ 435.78	\$ 883.25	\$ 1,084.15	\$	2,794.89			
344.559 El Mar Parking Lot	\$ 22,773.31	\$ 16,966.18	\$ 19,951.24	\$ 21,539.30	\$	81,230.03			
344.560 A1A Parking Lot	\$ 27,109.20	\$ 23,135.24	\$ 31,723.76	\$ 41,320.77	\$	123,288.97			
344.563 Bougainvillea/Poinciana	\$ 3,697.71	\$ 5,214.80	\$ 10,176.59	\$ 13,703.16	\$	32,792.26			
344.564 Eastward Strand Parkaing Spaces	\$ 4,971.71	\$ 4,359.10	\$ 4,887.10	\$ 5,609.41	\$	19,827.32			
	\$ 174,753.77	\$ 149,230.16	\$ 178,148.50	\$ 217,044.36	\$	719,176.79			
DURING COVID-19									
<u>FY2021</u>	<u>October, 2020</u>	<u>% (-/+)</u>	<u>November, 2020</u>	<u>% (-/+)</u>	<u>December, 2020</u>	<u>% (-/+)</u>	<u>January, 2021</u>	<u>% (-/+)</u>	<u>Total</u>
344.551 South Ocean	\$ 6,949.75	-39.94%	\$ 7,561.94	-26.35%	\$ 8,671.40	-28.68%	\$ 11,318.28	-40.96%	\$ 34,501.37 6.17%
344.552 Ocean Front Meters	\$ 22,452.33	-51.66%	\$ 20,414.19	-44.09%	\$ 27,168.61	33.34%	\$ 23,983.89	10.55%	\$ 94,019.02 16.83%
344.553 Commercial Blvd. Meters	\$ 5,888.66	-18.10%	\$ 6,271.08	-4.33%	\$ 8,939.72	-65.34%	\$ 8,256.36	-72.68%	\$ 29,355.82 5.25%
344.554 Parking Meters-Beach	\$ 15,626.15	-38.59%	\$ 14,564.14	-33.22%	\$ 18,038.93	-18.50%	\$ 17,746.62	-25.48%	\$ 65,975.84 11.81%
344.556 El Prado Parking Lot	\$ 21,992.26	-12.58%	\$ 20,357.66	-15.09%	\$ 30,405.03	1.13%	\$ 31,157.30	-19.89%	\$ 103,912.25 18.60%
344.558 Town Hall Parking Lot	\$ 310.94	-20.62%	\$ 1,355.04	210.95%	\$ 518.56	-41.29%	\$ 1,386.13	27.85%	\$ 3,570.67 0.64%
344.559 El Mar Parking Lot	\$ 16,086.91	-29.36%	\$ 13,818.64	-18.55%	\$ 19,390.09	-2.81%	\$ 18,740.18	-13.00%	\$ 68,035.82 12.18%
344.560 A1A Parking Lot	\$ 22,429.63	-17.26%	\$ 19,364.70	-16.30%	\$ 28,134.42	-11.31%	\$ 29,177.95	-29.39%	\$ 99,106.70 17.74%
344.563 Bougainvillea/Poinciana	\$ 7,154.01	93.47%	\$ 7,465.33	43.16%	\$ 10,382.54	2.02%	\$ 11,439.64	-16.52%	\$ 36,441.52 6.52%
344.564 Eastward Strand Parkaing Spaces	\$ 5,693.78	14.52%	\$ 4,623.73	6.07%	\$ 6,992.78	43.09%	\$ 6,499.69	15.87%	\$ 23,809.98 4.26%
	\$ 124,584.42		\$ 115,796.45		\$ 158,642.08		\$ 159,706.04	-26.42%	\$ 558,728.99 100.00%
Monthly decrease from same month last fiscal year: -28.71% -22.40% -10.95% -26.42% -22.31%									

Attachments:

1. Revenue Expenditure Report
2. Cash Investment Report

REVENUE/EXPENDITURE REPORT

Page: 1

2/26/2021

4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	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	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Appropriated Fund Balance	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	7,842,031.25	327,286.77	0.00	1,167,652.75	87.0
Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	7,842,031.25	327,286.77	0.00	1,167,652.75	87.0
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	230,718.59	68,962.70	0.00	599,281.41	27.8
311.440 Gas Utility Tax	16,500.00	16,500.00	2,739.88	1,220.00	0.00	13,760.12	16.6
314.300 Water Utility Tax	165,000.00	165,000.00	30,071.46	6,122.06	0.00	134,928.54	18.2
Utility Taxes	1,011,500.00	1,011,500.00	263,529.93	76,304.76	0.00	747,970.07	26.1
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	164,877.74	52,868.32	0.00	435,122.26	27.5
313.300 Waste Franchise Collection	110,000.00	110,000.00	24,453.58	10,678.93	0.00	85,546.42	22.2
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
313.400 Gas Franchise	10,000.00	10,000.00	2,635.13	1,316.15	0.00	7,364.87	26.4
313.600 Towing Franchise Fees	600.00	600.00	230.00	230.00	0.00	370.00	38.3
Franchise Taxes	729,600.00	729,600.00	192,196.45	65,093.40	0.00	537,403.55	26.3
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	75,000.00	75,000.00	69,388.75	3,007.33	0.00	5,611.25	92.5
321.110 Sidewalk Cafe ROW	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
322.400 Sign Permits	1,325.00	1,325.00	0.00	0.00	0.00	1,325.00	0.0
Licenses & Permits	111,325.00	111,325.00	69,388.75	3,007.33	0.00	41,936.25	62.3
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	150,000.00	150,000.00	48,147.24	12,036.81	0.00	101,852.76	32.1
311.150 Alcoholic Beverage License	15,000.00	15,000.00	832.05	0.00	0.00	14,167.95	5.5
311.180 Sales Tax	390,000.00	390,000.00	97,608.99	32,840.84	0.00	292,391.01	25.0
312.405 Local Op Gas Tax 1 - 6 cent	60,000.00	60,000.00	13,824.34	4,513.16	0.00	46,175.66	23.0
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	9,511.39	3,120.85	0.00	37,118.61	20.4
315.100 Communication Service Tax	320,000.00	320,000.00	71,245.03	24,168.64	0.00	248,754.97	22.3
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
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	18,064.00	18,064.00	0.00	0.00	0.00	18,064.00	0.0
334.929 Emergency Supplemental Funding	0.00	0.00	412,464.77	362,533.59	0.00	-412,464.77	0.0
Intergovernmental Revenues	1,168,927.00	1,168,927.00	653,633.81	439,213.89	0.00	515,293.19	55.9
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	9,200.00	9,200.00	4,470.00	4,080.00	0.00	4,730.00	48.6
Charges for Services	10,850.00	10,850.00	4,470.00	4,080.00	0.00	6,380.00	41.2
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	30,000.00	30,000.00	1,364.92	287.91	0.00	28,635.08	4.5
354.160 Code Enforcement Fines	40,000.00	40,000.00	4,882.30	2,032.30	0.00	35,117.70	12.2
359.100 Other Fines & Alarms	1,500.00	1,500.00	700.00	700.00	0.00	800.00	46.7
Fines & Forfeitures	71,500.00	71,500.00	6,947.22	3,020.21	0.00	64,552.78	9.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	35,800.00	35,800.00	1,911.19	1,440.91	0.00	33,888.81	5.3
362.000 Rent/Lease Royalties	69,820.00	69,820.00	25,286.76	6,321.69	0.00	44,533.24	36.2
366.100 Donations	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
369.100 Miscellaneous Revenues	36,308.00	36,308.00	22,562.50	13,481.20	0.00	13,745.50	62.1
369.200 Miscellaneous Applications	18,975.00	18,975.00	5,390.00	580.00	0.00	13,585.00	28.4
369.201 Miscellaneous MerchandiseSales	300.00	300.00	84.00	15.00	0.00	216.00	28.0
369.250 Recreational Activities Fee	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0
369.500 Miscellaneous Lobbyist	600.00	600.00	0.00	0.00	0.00	600.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 2
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.901 Insurance Reimbursement	3,281.00	3,281.00	0.00	0.00	0.00	3,281.00	0.0
Miscellaneous Revenues	171,334.00	171,334.00	55,234.45	21,838.80	0.00	116,099.55	32.2
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
381.106 Transfer from Parking Fund	801,527.00	801,527.00	200,381.75	0.00	0.00	601,145.25	25.0
Interfund Transfers	823,527.00	823,527.00	205,881.75	0.00	0.00	617,645.25	25.0
Revenues	13,108,247.00	13,138,247.00	9,293,313.61	939,845.16	0.00	3,844,933.39	70.7
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	66,000.00	66,000.00	20,549.45	5,012.06	0.00	45,450.55	31.1
500.210 Employer FICA Taxes	5,000.00	5,000.00	1,324.08	322.68	0.00	3,675.92	26.5
500.220 Retirement	32,500.00	32,500.00	8,627.25	3,697.41	0.00	23,872.75	26.5
500.230 Group Insurance	64,200.00	64,200.00	26,836.80	4,820.81	0.00	37,363.20	41.8
500.345 Contractual Services	4,500.00	4,500.00	975.00	0.00	0.00	3,525.00	21.7
500.510 Office Supplies	175.00	175.00	0.00	0.00	0.00	175.00	0.0
500.540 Dues & Subscriptions	1,725.00	1,725.00	488.10	0.00	0.00	1,236.90	28.3
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	2,166.03	0.00	0.00	7,333.97	22.8
Commission	185,600.00	185,600.00	60,966.71	13,852.96	0.00	124,633.29	32.8
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	53,259.00	53,259.00	28,259.00	0.00	0.00	25,000.00	53.1
Donation-Non Profits	53,259.00	53,259.00	28,259.00	0.00	0.00	25,000.00	53.1
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,800.00	12,800.00	4,874.95	983.60	0.00	7,925.05	38.1
500.140 Overtime Salaries	1,500.00	1,500.00	6.95	0.00	0.00	1,493.05	0.5
500.210 Employer FICA Taxes	1,000.00	1,000.00	372.95	75.25	0.00	627.05	37.3
500.220 Retirement	1,300.00	1,300.00	487.49	98.36	0.00	812.51	37.5
500.230 Group Insurance	3,900.00	3,900.00	1,336.72	240.43	0.00	2,563.28	34.3
500.340 Sewer/Wastewater	2,700.00	2,700.00	1,073.35	259.77	0.00	1,626.65	39.8
500.345 Contractual Services	29,900.00	29,900.00	13,450.00	0.00	0.00	16,450.00	45.0
500.430 Electric Service	1,600.00	1,600.00	352.80	89.05	0.00	1,247.20	22.1
500.431 Water Service	2,800.00	2,800.00	1,060.20	255.72	0.00	1,739.80	37.9
500.520 Bldg. Maintenance	10,000.00	10,000.00	117.50	52.50	0.00	9,882.50	1.2
500.550 Operating Expenses	0.00	30,000.00	3,984.31	0.00	0.00	26,015.69	13.3
500.640 Capital Outlay - Equip't & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	73,500.00	103,500.00	27,117.22	2,054.68	0.00	76,382.78	26.2
Dept: 513.000 Administration							
500.120 Regular Salaries	663,400.00	663,400.00	274,782.89	122,028.12	0.00	388,617.11	41.4
500.140 Overtime Salaries	2,500.00	2,500.00	242.50	0.00	0.00	2,257.50	9.7
500.210 Employer FICA Taxes	49,300.00	49,300.00	18,356.46	9,254.23	0.00	30,943.54	37.2
500.220 Retirement	99,000.00	99,000.00	24,119.17	12,195.45	0.00	74,880.83	24.4
500.230 Group Insurance	136,846.00	136,846.00	55,754.72	10,739.63	0.00	81,091.28	40.7
500.315 Professional Services	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.320 Audit Expense	34,350.00	34,350.00	0.00	0.00	0.00	34,350.00	0.0
500.344 HR Expenses	9,000.00	9,000.00	1,177.64	1,110.64	0.00	7,822.36	13.1
500.345 Contractual Services	20,000.00	20,000.00	8,489.28	2,716.42	0.00	11,510.72	42.4
500.463 Service Maintenance Contracts	43,900.00	43,900.00	19,243.44	4,797.02	0.00	24,656.56	43.8
500.506 Printing & Binding	3,400.00	3,400.00	1,676.00	0.00	0.00	1,724.00	49.3
500.508 Postage	4,500.00	4,500.00	2,518.32	76.61	0.00	1,981.68	56.0
500.510 Office Supplies	7,500.00	7,500.00	1,254.62	339.06	0.00	6,245.38	16.7
500.540 Dues & Subscriptions	8,000.00	8,000.00	2,347.95	927.95	0.00	5,652.05	29.3
500.545 Training	10,000.00	10,000.00	250.00	250.00	0.00	9,750.00	2.5
500.550 Operating Expenses	15,045.00	15,045.00	2,998.63	853.51	0.00	12,046.37	19.9

REVENUE/EXPENDITURE REPORT

Page: 3

2/26/2021

4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Administration	1,156,741.00	1,156,741.00	413,211.62	165,288.64	0.00	743,529.38	35.7
Dept: 514.000 Town Attorney							
500.310 Legal Expense	300,000.00	300,000.00	35,336.80	0.00	0.00	264,663.20	11.8
500.314 Litigation	100,000.00	100,000.00	2,208.25	0.00	0.00	97,791.75	2.2
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	3,505.20	0.00	0.00	4,494.80	43.8
Town Attorney	408,000.00	408,000.00	41,050.25	0.00	0.00	366,949.75	10.1
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	25,230.83	6,153.86	0.00	54,769.17	31.5
500.210 Employer FICA Taxes	6,200.00	6,200.00	1,945.11	475.26	0.00	4,254.89	31.4
500.220 Retirement	8,000.00	8,000.00	2,153.86	923.08	0.00	5,846.14	26.9
500.230 Group Insurance	15,260.00	15,260.00	5,457.70	1,015.30	0.00	9,802.30	35.8
500.311 Advertisements	7,000.00	7,000.00	972.98	41.08	0.00	6,027.02	13.9
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	5,130.20	0.00	0.00	-130.20	102.6
500.315 Professional Services	50,000.00	50,000.00	10,000.00	2,500.00	0.00	40,000.00	20.0
500.345 Contractual Services	31,000.00	31,000.00	2,016.80	0.00	0.00	28,983.20	6.5
500.349 Community Bus	190,000.00	190,000.00	26,573.42	9,615.05	0.00	163,426.58	14.0
500.451 Auto, Property & Liability Ins	135,000.00	135,000.00	91,876.25	0.00	0.00	43,123.75	68.1
500.452 Workers Compensation Insur	50,000.00	50,000.00	18,716.00	7,440.00	0.00	31,284.00	37.4
500.506 Printing & Binding	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.0
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	112,000.00	112,000.00	20,974.14	3,751.24	0.00	91,025.86	18.7
500.525 Uniform Expense	200.00	200.00	0.00	0.00	0.00	200.00	0.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.550 Operating Expenses	40,000.00	40,000.00	16,902.18	0.00	0.00	23,097.82	42.3
500.552 Recycling and Solid Waste Exp	58,600.00	58,600.00	11,189.98	2,400.00	0.00	47,410.02	19.1
500.640 Capital Outlay - Equip & Mach	53,700.00	53,700.00	830.00	0.00	0.00	52,870.00	1.5
General	862,960.00	862,960.00	239,969.45	34,314.87	0.00	622,990.55	27.8
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	80,000.00	80,000.00	3,875.48	-3,997.08	0.00	76,124.52	4.8
500.315 Professional Services	50,000.00	50,000.00	8,940.87	4,004.40	0.00	41,059.13	17.9
500.345 Contractual Services	18,058.00	18,058.00	8,123.38	1,948.50	0.00	9,934.62	45.0
500.495 Special Events	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.506 Printing & Binding	19,121.00	19,121.00	1,885.00	0.00	0.00	17,236.00	9.9
500.540 Dues & Subscriptions	2,286.00	2,286.00	375.50	0.00	0.00	1,910.50	16.4
500.550 Operating Expenses	1,000.00	1,000.00	103.73	103.73	0.00	896.27	10.4
Business Dev & Marketing	185,465.00	185,465.00	23,303.96	2,059.55	0.00	162,161.04	12.6
Dept: 521.000 Police Department							
500.345 Contractual Services	5,120,721.00	5,120,721.00	1,690,704.00	422,676.00	0.00	3,430,017.00	33.0
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	0.00	0.00	0.00	1,500.00	0.0
500.550 Operating Expenses	5,000.00	5,000.00	1,994.00	297.00	0.00	3,006.00	39.9
500.640 Capital Outlay - Equip & Mach	36,676.00	36,676.00	0.00	0.00	0.00	36,676.00	0.0
Police Department	5,168,897.00	5,168,897.00	1,692,698.00	422,973.00	0.00	3,476,199.00	32.7
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	848,251.00	848,251.00	282,750.32	70,687.58	0.00	565,500.68	33.3
Emergency Medical Services	848,251.00	848,251.00	282,750.32	70,687.58	0.00	565,500.68	33.3
Dept: 524.000 Development Services							
500.120 Regular Salaries	263,000.00	263,000.00	85,746.90	23,635.28	0.00	177,253.10	32.6
500.121 Temporary Salaries/ Interns	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.140 Overtime Salaries	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.210 Employer FICA Taxes	20,200.00	20,200.00	6,573.10	1,717.42	0.00	13,626.90	32.5
500.220 Retirement	56,824.00	56,824.00	16,413.95	6,526.27	0.00	40,410.05	28.9
500.230 Group Insurance	54,210.00	54,210.00	21,548.71	3,627.80	0.00	32,661.29	39.8
500.315 Professional Services	152,000.00	152,000.00	12,010.89	4,673.25	15,000.00	124,989.11	17.8

REVENUE/EXPENDITURE REPORT

Page: 4

2/26/2021

4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.345 Contractual Services	301,600.00	301,600.00	90,237.26	20,986.27	0.00	211,362.74	29.9
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	5,200.00	5,200.00	578.43	114.44	0.00	4,621.57	11.1
500.506 Printing & Binding	1,300.00	1,300.00	220.36	59.08	0.00	1,079.64	17.0
500.508 Postage	5,000.00	5,000.00	1,398.74	262.84	0.00	3,601.26	28.0
500.510 Office Supplies	2,500.00	2,500.00	110.17	0.00	0.00	2,389.83	4.4
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	4,000.00	4,000.00	99.00	0.00	0.00	3,901.00	2.5
500.545 Training	7,000.00	7,000.00	305.00	0.00	0.00	6,695.00	4.4
500.550 Operating Expenses	9,000.00	9,000.00	821.47	341.60	0.00	8,178.53	9.1
Development Services	895,684.00	895,684.00	236,063.98	61,944.25	15,000.00	644,620.02	28.0
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	850,000.00	850,000.00	273,303.22	62,781.85	0.00	576,696.78	32.2
500.140 Overtime Salaries	50,000.00	50,000.00	7,036.86	2,016.39	0.00	42,963.14	14.1
500.210 Employer FICA Taxes	64,750.00	64,750.00	21,042.50	4,861.49	0.00	43,707.50	32.5
500.220 Retirement	99,900.00	99,900.00	29,647.27	13,174.62	0.00	70,252.73	29.7
500.230 Group Insurance	265,162.00	265,162.00	91,351.37	16,932.20	0.00	173,810.63	34.5
500.315 Professional Services	40,000.00	40,000.00	9,185.50	3,200.00	0.00	30,814.50	23.0
500.340 Sewer/Wastewater	13,600.00	13,600.00	3,675.35	993.56	0.00	9,924.65	27.0
500.345 Contractual Services	226,878.00	226,878.00	44,077.29	10,078.10	0.00	182,800.71	19.4
500.410 Communications	41,000.00	41,000.00	16,998.56	4,400.43	0.00	24,001.44	41.5
500.430 Electric Service	42,000.00	42,000.00	12,555.27	2,743.32	0.00	29,444.73	29.9
500.431 Water Service	120,000.00	120,000.00	53,417.59	10,985.47	0.00	66,582.41	44.5
500.433 Electric Service-Streets	55,000.00	55,000.00	17,795.87	4,506.97	0.00	37,204.13	32.4
500.445 Equip Rent/Lease	15,000.00	15,000.00	400.00	100.00	0.00	14,600.00	2.7
500.460 Equipment Maintenance	20,000.00	20,000.00	5,000.98	0.00	0.00	14,999.02	25.0
500.461 Vehicle Maintenance	14,000.00	14,000.00	4,213.51	1,023.94	0.00	9,786.49	30.1
500.462 Fuel	19,000.00	19,000.00	3,042.91	0.00	0.00	15,957.09	16.0
500.463 Service Maintenance Contracts	12,800.00	12,800.00	8,048.39	1,682.94	0.00	4,751.61	62.9
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	80,000.00	80,000.00	5,535.00	220.00	0.00	74,465.00	6.9
500.508 Postage	400.00	400.00	47.04	0.50	0.00	352.96	11.8
500.510 Office Supplies	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	18,589.76	1,990.77	0.00	46,410.24	28.6
500.525 Uniform Expense	8,500.00	8,500.00	5,102.09	1,014.66	0.00	3,397.91	60.0
500.529 Street Light Maintenance	18,065.00	18,065.00	11,254.19	7,513.38	0.00	6,810.81	62.3
500.530 Street Maint Repair Supply	90,000.00	90,000.00	3,803.58	1,000.57	0.00	86,196.42	4.2
500.531 Grounds Maint/Landscaping	40,000.00	40,000.00	24,328.75	17,787.12	0.00	15,671.25	60.8
500.532 Signs	15,000.00	15,000.00	1,582.50	0.00	0.00	13,417.50	10.6
500.534 Sidewalk Maint Repair	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.535 Flags	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.540 Dues & Subscriptions	1,500.00	1,500.00	875.00	0.00	0.00	625.00	58.3
500.545 Training	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00	0.0
500.547 Hurricane Expenditure	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.550 Operating Expenses	65,000.00	65,000.00	16,243.16	5,175.90	0.00	48,756.84	25.0
500.624 Capital Outlay-Bldg. Improvemnt	159,500.00	159,500.00	18,363.30	12,813.30	10,492.70	130,644.00	18.1
500.640 Capital Outlay - Equipmt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
500.644 Capital Outlay-Vehicles	43,710.00	43,710.00	7,924.08	1,966.27	0.00	35,785.92	18.1
Mun Svcs - Public Works Div	2,619,290.00	2,619,290.00	714,440.89	188,963.75	10,492.70	1,894,356.41	27.7
Dept: 572.000 Recreation							
500.311 Advertisements	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
500.342 Senior Rec. Ctr. Contract	90,000.00	90,000.00	25,933.32	6,483.33	0.00	64,066.68	28.8
500.343 Beach Maintenance Contract	264,000.00	264,000.00	83,158.50	20,500.00	0.00	180,841.50	31.5
500.345 Contractual Services	26,500.00	26,500.00	26,500.00	0.00	0.00	0.00	100.0
500.347 Programs	8,500.00	8,500.00	125.45	125.45	0.00	8,374.55	1.5
500.430 Electric Service	800.00	800.00	160.40	44.66	0.00	639.60	20.1
500.460 Equipment Maintenance	8,000.00	8,000.00	7,244.01	6,280.97	0.00	755.99	90.6
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 5
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.495 Special Events	70,000.00	70,000.00	3,005.37	502.00	0.00	66,994.63	4.3
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.520 Bldg. Maintenance	45,000.00	45,000.00	10,534.94	2,864.48	0.00	34,465.06	23.4
500.536 Sea Oats	12,000.00	12,000.00	250.00	0.00	0.00	11,750.00	2.1
500.550 Operating Expenses	82,000.00	82,000.00	32,894.00	4,163.60	0.00	49,106.00	40.1
500.640 Capital Outlay - Equipt & Mach	32,500.00	32,500.00	10,055.00	5,370.00	0.00	22,445.00	30.9
Recreation	650,600.00	650,600.00	199,860.99	46,334.49	0.00	450,739.01	30.7
Expenditures	13,108,247.00	13,138,247.00	3,959,692.39	1,008,473.77	25,492.70	9,153,061.91	30.3

REVENUE/EXPENDITURE REPORT

Page: 6
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	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	623.47	0.00	0.00	-623.47	0.0
Miscellaneous Revenues	0.00	0.00	623.47	0.00	0.00	-623.47	0.0
Revenues	0.00	0.00	623.47	0.00	0.00	-623.47	0.0

REVENUE/EXPENDITURE REPORT

Page: 7
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	673,834.00	673,834.00	223,481.98	70,643.35	0.00	450,352.02	33.2
322.105 Fire Plan Review Fees	10,000.00	10,000.00	2,800.00	960.00	0.00	7,200.00	28.0
Building Permit and Inpection	683,834.00	683,834.00	226,281.98	71,603.35	0.00	457,552.02	33.1
Revenues	683,834.00	683,834.00	226,281.98	71,603.35	0.00	457,552.02	33.1
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	73,650.00	73,650.00	23,338.95	3,537.37	0.00	50,311.05	31.7
500.210 Employer FICA Taxes	5,700.00	5,700.00	1,525.83	363.68	0.00	4,174.17	26.8
500.220 Retirement	13,000.00	13,000.00	3,755.62	416.63	0.00	9,244.38	28.9
500.230 Group Insurance	17,154.00	17,154.00	2,676.17	0.00	0.00	14,477.83	15.6
500.310 Legal Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.402 Building Permit Services	569,330.00	569,330.00	78,875.94	-15,011.46	0.00	490,454.06	13.9
500.550 Operating Expenses	0.00	0.00	426.79	0.00	0.00	-426.79	0.0
Building	683,834.00	683,834.00	110,599.30	-10,693.78	0.00	573,234.70	16.2
Expenditures	683,834.00	683,834.00	110,599.30	-10,693.78	0.00	573,234.70	16.2

REVENUE/EXPENDITURE REPORT

Page: 8
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	397,346.19	111,220.33	0.00	731,549.81	35.2
Charges for Services	1,128,896.00	1,128,896.00	397,346.19	111,220.33	0.00	731,549.81	35.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	46.79	0.00	0.00	1,953.21	2.3
Miscellaneous Revenues	2,000.00	2,000.00	46.79	0.00	0.00	1,953.21	2.3
Revenues	1,130,896.00	1,130,896.00	397,392.98	111,220.33	0.00	733,503.02	35.1
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	78,000.00	78,000.00	26,096.67	5,681.94	0.00	51,903.33	33.5
500.140 Overtime Salaries	5,250.00	5,250.00	1,138.95	432.95	0.00	4,111.05	21.7
500.210 Employer FICA Taxes	6,200.00	6,200.00	2,077.18	466.25	0.00	4,122.82	33.5
500.220 Retirement	15,500.00	15,500.00	4,356.61	905.41	0.00	11,143.39	28.1
500.230 Group Insurance	11,178.00	11,178.00	4,711.77	782.27	0.00	6,466.23	42.2
500.315 Professional Services	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	0.0
500.340 Sewer/Wastewater	680,340.00	680,340.00	242,922.16	0.00	0.00	437,417.84	35.7
500.345 Contractual Services	88,000.00	88,000.00	5,793.20	1,448.30	0.00	82,206.80	6.6
500.430 Electric Service	18,000.00	18,000.00	8,086.66	1,897.62	0.00	9,913.34	44.9
500.431 Water Service	360.00	360.00	82.91	17.16	0.00	277.09	23.0
500.459 Sewer Line Maintenance	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
500.465 Pump Station Maintenance	3,000.00	3,000.00	376.94	0.00	0.00	2,623.06	12.6
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	468.42	0.00	0.00	1,781.58	20.8
500.630 Cap Outlay Imp other than bldg	71,993.00	71,993.00	0.00	0.00	0.00	71,993.00	0.0
500.640 Capital Outlay - Equip & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
Sanitary Sewers	1,130,896.00	1,130,896.00	296,111.47	11,631.90	0.00	834,784.53	26.2
Expenditures	1,130,896.00	1,130,896.00	296,111.47	11,631.90	0.00	834,784.53	26.2

REVENUE/EXPENDITURE REPORT

Page: 9
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,031,646.00	1,031,646.00	890,590.14	38,667.29	0.00	141,055.86	86.3
Fire Assessment	1,031,646.00	1,031,646.00	890,590.14	38,667.29	0.00	141,055.86	86.3
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	30,717.74	771.00	0.00	2,282.26	93.1
Charges for Services	33,000.00	33,000.00	30,717.74	771.00	0.00	2,282.26	93.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	45.55	0.00	0.00	1,454.45	3.0
Miscellaneous Revenues	1,500.00	1,500.00	45.55	0.00	0.00	1,454.45	3.0
Revenues	1,066,146.00	1,066,146.00	921,353.43	39,438.29	0.00	144,792.57	86.4
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	3,074.50	0.00	0.00	66,425.50	4.4
500.320 Audit Expense	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
500.345 Contractual Services	888,619.00	888,619.00	296,206.32	74,051.58	0.00	592,412.68	33.3
500.520 Bldg. Maintenance	250.00	250.00	1,487.50	0.00	0.00	-1,237.50	595.0
500.624 Capital Outlay-Bldg. Improvemnt	21,777.00	21,777.00	2,550.00	2,550.00	0.00	19,227.00	11.7
500.644 Capital Outlay-Vehicles	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
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	1,066,146.00	1,066,146.00	308,818.32	76,601.58	0.00	757,327.68	29.0
Expenditures	1,066,146.00	1,066,146.00	308,818.32	76,601.58	0.00	757,327.68	29.0

REVENUE/EXPENDITURE REPORT

Page: 10
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	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	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.0
380.204 Appropriated from El Mar Reser	672,997.00	672,997.00	0.00	0.00	0.00	672,997.00	0.0
380.210 Appropriated from Parking Fund	3,697,960.00	3,797,960.00	949,490.00	0.00	0.00	2,848,470.00	25.0
Appropriated Fund Balance	7,370,957.00	7,470,957.00	949,490.00	0.00	0.00	6,521,467.00	12.7
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	113.69	0.00	0.00	-113.69	0.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	150,000.00	150,000.00	113.69	0.00	0.00	149,886.31	0.1
Revenues	7,670,957.00	7,770,957.00	949,603.69	0.00	0.00	6,821,353.31	12.2
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,720.00	29,720.00	10,021.44	2,019.91	0.00	19,698.56	33.7
500.210 Employer FICA Taxes	2,300.00	2,300.00	766.64	154.52	0.00	1,533.36	33.3
500.220 Retirement	8,200.00	8,200.00	3,977.97	1,015.75	0.00	4,222.03	48.5
500.230 Group Insurance	5,737.00	5,737.00	2,310.88	512.63	0.00	3,426.12	40.3
General	45,957.00	45,957.00	17,076.93	3,702.81	0.00	28,880.07	37.2
Dept: 539.157 CIP-VISITOR'S CENTER							
500.624 Capital Outlay-Bldg. Improvemnt	75,000.00	75,000.00	82,232.40	67,062.40	0.00	-7,232.40	109.6
CIP-VISITOR'S CENTER	75,000.00	75,000.00	82,232.40	67,062.40	0.00	-7,232.40	109.6
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dredging Study	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	857,316.35	8,344.53	1,014,388.00	-721,704.35	162.8
East Terra Mar Drive	1,150,000.00	1,150,000.00	857,316.35	8,344.53	1,014,388.00	-721,704.35	162.8
Dept: 572.107 A1A LFA Pine Ave to Terra Mar							
500.630 Cap Outlay Imp other than bldg	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
A1A LFA Pine Ave to Terra Mar	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	761.50	0.00	0.00	74,238.50	1.0
Beach Renourishment	75,000.00	75,000.00	761.50	0.00	0.00	74,238.50	1.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	2,550,000.00	2,550,000.00	3,730.25	357.00	0.00	2,546,269.75	0.1
Palm Club Sewer	2,550,000.00	2,550,000.00	3,730.25	357.00	0.00	2,546,269.75	0.1
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	25,000.00	25,000.00	60.00	0.00	0.00	24,940.00	0.2
Friedt Park	25,000.00	25,000.00	60.00	0.00	0.00	24,940.00	0.2
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	3,750,000.00	3,750,000.00	55,929.25	38,585.00	0.00	3,694,070.75	1.5
Greenway- El Mar Drive	3,750,000.00	3,750,000.00	55,929.25	38,585.00	0.00	3,694,070.75	1.5
Expenditures	7,670,957.00	7,770,957.00	1,018,547.93	118,051.74	1,014,388.00	5,738,021.07	26.2

REVENUE/EXPENDITURE REPORT

Page: 11

2/26/2021

4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,697,960.00	3,797,960.00	0.00	0.00	0.00	3,797,960.00	0.0
Appropriated Fund Balance	3,697,960.00	3,797,960.00	0.00	0.00	0.00	3,797,960.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Licenses & Permits	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	68,627.27	6,139.89	0.00	31,372.73	68.6
344.520 Parking Agreements	62,998.00	62,998.00	64,541.34	789.42	0.00	-1,543.34	102.4
344.551 South Ocean	108,500.00	108,500.00	34,501.37	11,318.28	0.00	73,998.63	31.8
344.552 Ocean Front Meters	250,000.00	250,000.00	94,019.02	23,983.89	0.00	155,980.98	37.6
344.553 Commercial Blvd. Meters	140,000.00	140,000.00	29,355.82	8,256.36	0.00	110,644.18	21.0
344.554 Parking Meters - Beach	213,000.00	213,000.00	65,975.84	17,746.62	0.00	147,024.16	31.0
344.556 El Prado Parking Lot	260,000.00	260,000.00	103,912.25	31,157.30	0.00	156,087.75	40.0
344.558 Town Hall Parking Lot	10,000.00	10,000.00	3,570.67	1,386.13	0.00	6,429.33	35.7
344.559 El Mar Parking Lot	175,000.00	175,000.00	68,035.82	18,740.18	0.00	106,964.18	38.9
344.560 A1A Parking Lot	310,000.00	310,000.00	99,106.70	29,177.95	0.00	210,893.30	32.0
344.563 Bougainvillea/ Poinciana	35,000.00	35,000.00	36,441.52	11,439.64	0.00	-1,441.52	104.1
344.564 Eastward Strand Parking Spaces	0.00	0.00	23,809.98	6,499.69	0.00	-23,809.98	0.0
Charges for Services	1,664,498.00	1,664,498.00	691,897.60	166,635.35	0.00	972,600.40	41.6
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	55,996.00	20,775.00	0.00	19,004.00	74.7
Fines & Forfeitures	75,000.00	75,000.00	55,996.00	20,775.00	0.00	19,004.00	74.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	166.55	0.00	0.00	1,833.45	8.3
Miscellaneous Revenues	2,000.00	2,000.00	166.55	0.00	0.00	1,833.45	8.3
Revenues	5,449,995.00	5,549,995.00	758,060.15	187,410.35	0.00	4,791,934.85	13.7
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	154,300.00	154,300.00	50,180.65	11,820.12	0.00	104,119.35	32.5
500.140 Overtime Salaries	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.210 Employer FICA Taxes	12,000.00	12,000.00	3,734.73	878.76	0.00	8,265.27	31.1
500.220 Retirement	22,000.00	22,000.00	6,929.67	2,122.35	0.00	15,070.33	31.5
500.230 Group Insurance	44,828.00	44,828.00	17,440.28	3,446.51	0.00	27,387.72	38.9
500.345 Contractual Services	311,974.00	311,974.00	59,915.59	11,419.50	0.00	252,058.41	19.2
500.353 Parking Alternatives	174,000.00	174,000.00	24,976.41	0.00	0.00	149,023.59	14.4
500.410 Communications	8,300.00	8,300.00	395.69	137.38	0.00	7,904.31	4.8
500.430 Electric Service	4,800.00	4,800.00	1,497.06	435.76	0.00	3,302.94	31.2
500.431 Water Service	22,000.00	22,000.00	4,627.36	1,227.60	0.00	17,372.64	21.0
500.445 Equip Rent/Lease	13,646.00	13,646.00	0.00	0.00	0.00	13,646.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.462 Fuel	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.463 Service Maintenance Contracts	28,710.00	28,710.00	18,810.00	0.00	0.00	9,900.00	65.5
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	5,649.58	2,442.00	0.00	2,250.42	71.5
500.508 Postage	2,000.00	2,000.00	395.94	105.10	0.00	1,604.06	19.8
500.510 Office Supplies	1,000.00	1,000.00	13.31	0.00	0.00	986.69	1.3
500.525 Uniform Expense	3,000.00	3,000.00	683.55	0.00	0.00	2,316.45	22.8
500.532 Signs	8,000.00	8,000.00	1,889.80	440.00	0.00	6,110.20	23.6
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	131.90	0.00	0.00	30,618.10	0.4
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	4,741.87	404.72	0.00	15,258.13	23.7
500.630 Cap Outlay Imp other than bldg	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
500.640 Capital Outlay - Equip & Mach	28,300.00	28,300.00	5,334.14	5,334.14	0.00	22,965.86	18.8

REVENUE/EXPENDITURE REPORT

Page: 12
2/26/2021
4:57 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 1/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.644 Capital Outlay-Vehicles	0.00	0.00	3,217.40	798.36	0.00	-3,217.40	0.0
Parking Operations	950,508.00	950,508.00	210,564.93	41,012.30	0.00	739,943.07	22.2
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	3,697,960.00	3,797,960.00	949,490.00	0.00	0.00	2,848,470.00	25.0
500.912 Transfer to General Fund	801,527.00	801,527.00	200,381.75	0.00	0.00	601,145.25	25.0
Interfund Transfers	4,499,487.00	4,599,487.00	1,149,871.75	0.00	0.00	3,449,615.25	25.0
Expenditures	5,449,995.00	5,549,995.00	1,360,436.68	41,012.30	0.00	4,189,558.32	24.5
Grand Total Net Effect:	0.00	0.00	5,492,423.22	104,439.97	1,039,880.70	-4,452,542.52	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 1/31/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	14,033,045.06	0.02%	204.90	589.78
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		204.90	589.78
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	173,869.56	0.17%	25.45	127.06
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,355.10	0.17%	12.36	61.69
GENERAL FUND						SBA SUBTOTAL		37.81	188.75
GENERAL FUND						GRAND TOTAL		242.71	778.53
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,366.50	0.02%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,442,643.58	0.02%	17.38	64.17
SEWER FUND						TOTAL		17.38	64.17
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,299,784.87	0.02%	15.63	61.18
FIRE FUND						GRAND TOTAL		15.63	61.18
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,434,642.34	0.02%	53.48	167.17
CAPITAL IMPROVEMENT FUND						TOTAL		53.48	167.17
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,034,142.73	0.02%	52.77	218.30
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	32,621.00	0.02%	0.39	1.42
PARKING FUND						TOTAL		53.16	219.72
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	29,670.62	0.02%	0.82	1.28
BUILDING FUND						TOTAL		0.82	1.28
ALL FUNDS						GRAND TOTAL		383.18	1,292.05

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January
2021

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		28,820,916.70	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		258,224.66	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		29,079,141.36	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	16,791,269.72	58%
	Police Fund	14,366.50	0%
	Sewer Fund	1,442,643.58	5%
	Fire Fund	1,299,784.87	4%
	Building Fund	29,670.62	0%
	Capital Improvement Fund	4,434,642.34	15%
	Parking Fund	5,066,763.73	17%
GRAND TOTAL		29,079,141.36	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	28,820,916.70	99%
	Florida Prime/State Board of Admin.	258,224.66	1%
GRAND TOTAL		29,079,141.36	100%



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

February 9, 2021 Town Commission Meeting Minutes

Explanation:

February 9, 2021 Town Commission Meeting Minutes

Recommendation:

Accept/Approve

Attachments:

1. February 9, 2021 Town Commission Meeting Minutes

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 9, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Public Works Director Ken Rubach, Acting Development Services Director Jhanelle Campbell, Sydney Ramirez of Development Services, Special Projects Coordinator Debbie Hime, Town Engineer Jay Flynn, Senior Office Specialist Lisa Slagle, Waste and Recycling Coordinator Vicki Eckels, and Public Information Officer/IT Administrator Steve d’Oliveira.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Item 13.d be pulled from tonight’s Agenda. It was determined that any public comment submitted addressing Item 13.d would be available upon request.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Sydney Ramirez of Development Services read the following public comments:

- Ron Piersante, resident, thanked the Commission, Municipal Services Director Ken Rubach, and Municipal Services Staff for helping to fund the remodeling of the Town's Visitors' Center
- John Graziano, resident, suggested that the Town take an alternative approach to hiring independent consultants by having qualified in-house employees assume many of the responsibilities of routine work
- Rael Gilchrist, resident, requested authorization to provide rooftop access for an outdoor kitchen and cabana at his home. He noted that a letter has also been sent to the Commission with this request. Mayor Vincent recommended that Mr. Gilchrist contact Jhanelle Campbell in Development Services for additional information.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

8.a October 2020 Finance Report (Lucila Lang, Director of Finance & Budget)

8.b November 2020 Finance Report (Lucila Lang, Director of Finance & Budget)

Director of Finance and Budget Lucila Lang presented the October and November 2020 Finance Reports, which bring the Town to 16.6% of its fiscal year. The Town has collected roughly one quarter of the ad valorem property taxes and fire assessment fees from 2020, with other revenues slowly coming in as well.

Amendments for fiscal year FY2020 will not come before the Commission, as the time in which amendments for that year's budget may be made has already passed. A number of amendments for FY 2021 will be brought forward in March.

Vice Mayor Oldaker addressed ad valorem tax revenues for November 2020, asking if these are received by the Town as soon as they are paid. Director Lang replied that \$2.2 million of the \$9 million budgeted has been received. A larger portion is expected from December 2020 and additional smaller portions in January and February 2021. The County pays these revenues as they are received.

8.c Town Manager's Report for February 9, 2021 (Linda Connors, Interim Town Manager)

Interim Town Manager Linda Connors stated that COVID-19-related cleaning of Town Hall led to an expenditure of approximately \$40,000, which is over the \$15,000 limit that can be approved by the Town Manager; however, the Governor's and Mayor's Emergency Orders permitted approval of this emergency expenditure. Cleaning services are a budgeted item and necessary for Staff safety. These services are expected to continue throughout the year.

The Town was ranked fourth of 18 applicants for a \$30,000 grant toward its Dune Master Plan. It is also moving forward with a Fire Department Evaluation and Audit request for proposal (RFP), for which responses were received in December 2020. An audit review committee has been established and will meet on February 19, 2021. It is hoped that this Item will be on the February 23, 2021 Commission Agenda.

The Public Works Department has requested approval of an emergency authorization for new fuel tanks for the Town's generators. Interim Town Manager Connors has given this approval for \$23,000. Municipal Services Director Ken Rubach has secured emergency generators in the event they become necessary.

Eastward Strand parking will no longer be available beginning February 16, 2021, as buildings in this area will soon be renovated.

The Town has received a draft request for qualifications (RFQ) for the Palm Club sewer project and hopes to bring a recommendation to the Commission for consideration in April 2021.

Work on the Terra Mar Drive Bridge is expected to begin later this week, with no significant impact expected on island residents. This is a Pompano Beach project.

The Town continues to find ways to improve resident services and contacts between residents and employees. These include a new initiative to make parking passes for

residents and businesses available for purchase online. This initiative is in the testing phase at present and will hopefully move forward in March 2021.

The pedestrian study drafted by the Corradino Group in 2020 will be presented to the Commission at the February 23, 2021 meeting. This study makes recommendations on projects to enhance pedestrian safety.

Commissioner Malkoon requested clarification of plans to reopen Town facilities, including Town Hall and Jarvis Hall. Interim Town Manager Connors replied that over the last two weeks, the Public Works Department has resumed full-time work. Broward County survey results are being examined to determine if Town Hall can be safely reopened for both Staff and the public. Staff is also considering how to reopen Jarvis Hall for Commission meetings and other public functions. She anticipated a recommendation could be made at the February 23 meeting.

Mayor Vincent commented that an independent contractor has been hired by the Palm Club to bring services from the street to homes using lateral lines. This work is not done in coordination with the Town. Municipal Services Director Rubach confirmed that the Town is still working with the Palm Club to ensure necessary easements before the RFQ is issued to secure a contract.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a January 26, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a Ranking of Proposals for IT Support (Steve d'Oliveira, IT Administrator)

Interim Town Manager Connors noted that no public comments were submitted regarding this Item.

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

13.b El Mar Drive Design – EDSA Additional Services Agreement #2 (Jay Flynn, Town Engineer)

Town Engineer Jay Flynn advised that this Item is EDSA's second request for additional services on the El Mar Drive design project. The current phase of this project was originally budgeted for 45 days; however, this phase has gone more than 231 days past this time frame. He has reviewed the request and recommended approval as submitted.

Commissioner Malkoon stated that he would have liked to see a more detailed list of the items and their cost breakdown performed during this time frame. Interim Town Manager Connors confirmed that she had reviewed the agreement with Town Engineer Flynn and questions were answered to her satisfaction. There was no overlap in services. She noted that EDSA and the design team are meeting later in the week to review the process of educating the public on this project, as she was not in favor of an open-ended budget for this purpose. The team will return to the Commission with an estimate of what this budget would be. Staff hopes to have greater involvement in order to further reduce costs to the Town for the educational process.

Commissioner Sokolow recommended against any further action involving EDSA at this time, as there appears to be significant public opposition to the El Mar Drive project. He noted that the project is most likely to include only cosmetic repairs and lighting, and there is little to be done in the way of education to counter public sentiment. He advised, however, that he was not in favor of giving up on the project, and wished to hear from more of the Town's residents on how the project should go forward.

Commissioner Strauss was not in favor of spending additional resources on the project, recalling that the Commission had voted at an earlier meeting to revisit the El Mar Drive project again in October 2021. His primary concern was for sidewalk repairs, which had been postponed while the larger project was discussed, and recommended spending Town funds only on these repairs as a safety issue.

Mayor Vincent agreed with Commissioner Sokolow regarding feedback from residents, and suggested ceasing all work on the project until it is discussed again in October 2021. He was supportive of additional expenditures due to EDSA for services rendered.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve EDSA's extra [funds]. Motion carried 5-0.

It was confirmed that all services from EDSA regarding the El Mar Drive project would be suspended until October 2021, with the exception of any necessary safety repairs. These repairs would be assessed by Staff, including Interim Town Manager Connors and Municipal Services Director Rubach, and the Town would then make a decision on what can or cannot be done.

Commissioner Sokolow proposed that Special Projects Coordinator Debbie Hime could prepare an outreach campaign and/or resident survey for residents to determine what the greater community would like to do, pointing out that negative responses to the proposed designs had acknowledged the need for sidewalk repairs and drainage and lighting improvements. He was not in favor of postponing any action on the project until October.

Commissioner Strauss commented that it was his understanding that the Commission would revisit the project in October and decide at that time whether or not to move forward with it. He opposed any further expense on the project until that time, again advocating for sidewalk repair in accordance with Code and engineering standards.

Vice Mayor Oldaker recalled that the original purpose of postponing further action on the project until October was to provide time to improve public awareness and interaction. He expressed concern with the proposal to take no additional action until that date.

Commissioner Malkoon noted that Staff can continue to take certain actions between the present and October using the surveys, plans, and narratives already prepared with

EDSA. Mayor Vincent agreed, stating that surveys and public education have already been undertaken with regard to the project.

Interim Town Manager Connors requested clear direction for Staff on whether or not to move forward with additional public outreach and education. She added that Staff and the Commission will need to be prepared to make a decision on how to move forward in October, noting that roughly \$300,000 in surtax funds will be available for a limited time for a project that improves pedestrian safety.

Town Engineer Flynn reminded the Commission that EDSA and Staff have provided extensive surveys, the results of which were a majority in favor of one lane of traffic, improved sidewalks, and bike lanes. He emphasized that it would make no sense to improve sidewalks without also improving drainage, as drainage improvements would require work beneath the new sidewalks.

Commissioner Sokolow requested that this Item be placed on the Agenda for the February 23, 2021 meeting to provide further direction for Staff. Interim Town Manager Connors confirmed that this would be done.

13.c Resolution 2021-06 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF STORM SHUTTERS FOR TOWN HALL; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LEVINSON BUILT, LLC FOR THE PURCHASE AND INSTALLATION OF STORM SHUTTERS FOR TOWN HALL, IN AN AMOUNT NOT TO EXCEED \$16,073.00; PROVIDING FOR AN EFFECTIVE DATE (Ken Rubach, Municipal Services Director)

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

Municipal Services Director Rubach explained that Staff has reviewed the Town's facilities and identified storm shutters as a critical need. The current shutters on Town Hall are over 25 years old. The addition of impact-resistant windows was also considered but ultimately not pursued due to their cost.

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

13.d Consider Removing Town Back Out Parking (Mayor Chris Vincent)

This Item was removed from the Agenda.

13.e Application for Relief of Code Compliance Lien at 2031 Coco Palm Place (Jhanelle Campbell, Acting Director of Development Services)

Acting Director (A/Director) of Development Services Jhanelle Campbell stated that this Application requests relief of Code fines associated with four separate liens. The hearing costs associated with each lien has been paid at a total of \$575. The total lien amount is \$40,640. The Applicant has paid the required \$500 lien mitigation application fee, as well as \$1207 in additional hearing costs and abatement costs for other Code violations on the same property.

The Applicant requests 96% mitigation, which would leave \$2000 in liens. If paid, this would bring the total amount paid by the Applicant to \$4282. Staff recommends that any payment be required to be received within 30 days, which would be Tuesday, March 9, 2021.

Alvaro Leal, Applicant, advised that he has owned the property in Lauderdale-By-The-Sea for 15 years and lives in Los Angeles. He had no knowledge of the lien until it had accrued significantly.

A/Director Campbell noted that the green card associated with the oldest of the liens on the subject property, Case 10-KN002, was not returned to the Town; however, a representative of the Applicant appeared at the initial Code hearing for this case. For Cases 11-KW00684 and 11-KW00566, Staff received signed and dated green cards. For Case 13-08-0043, Staff did not receive a signed or dated green card, but notice was posted on the property, which is an acceptable form of notice for Code violations. All subsequent orders and certifications of lien were sent via certified mail to the address of record in Burbank, CA.

Vice Mayor Oldaker requested more information the lien addressing sewer connection. A/Director Campbell explained that although the City did not receive a signed and dated green card for this item, a representative of the owner appeared at the Special Magistrate hearing. The compliance date established by the Special Magistrate was not met, which meant the violation continued to accrue, totaling \$30,150. Notes from 2011 state that the Code Officer attempted to contact the Applicant several times, with no response.

Vice Mayor Oldaker requested clarification that if the green card, or returned receipt, was not signed or delivered, the entire package is returned to sender by the Post Office. A/Director Campbell confirmed this, advising that the Town does not receive the green card unless the package is signed for. If the mail had not been delivered properly, the Town would have had the full package returned. Town Attorney Susan Trevarthen clarified that a representative of the Applicant had attended the Special Magistrate hearing, which meant actual notice had been received.

Interim Town Manager Connors advised that the issue is not the fact that the sewer system was not connected: it is the timeliness in which the connection was made. The connection was not made within the time frame for compliance issued by the Special Magistrate.

Mayor Vincent asked if the Town is aware of whether or not the subject property was occupied during the 200 days in which the sewer connection remained in violation. He pointed out that if no resident was using sewer or water infrastructure, the nature of the violation is less severe. He concluded that he was not in favor of a 96% lien reduction.

It was determined that the subject property was not occupied during the time the liens accrued. Commissioner Sokolow noted that he would be willing to reduce the lien to approximately \$4000, which is roughly 10%.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to reduce the lien to a settlement of \$4000 on the current liens.

Commissioner Malkoon offered the following **amendment** to the **motion**: that the amount be paid within 30 days. Commissioner Sokolow accepted the **amendment**.

Mayor Vincent acknowledged that the Applicant had paid roughly \$2282 in additional fees associated with the lien and the mitigation process.

Motion carried 4-1 (Vice Mayor Oldaker dissenting).

13.f Green Yard Waste Program (Vicki Eckels, Waste and Recycling Coordinator)

Waste and Recycling Coordinator Vicki Eckels recalled that in 2013, the Town began a pilot yard waste program to determine if enough yard waste could be collected to save money on its disposal and pay for a pickup route. The intent was to undertake a yard

waste program without raising rates. This goal has not come to fruition, and there are no more yard waste carts. The Commission is asked to make a decision to either formalize a yard waste program, purchase more carts, launch a yard waste collection route, or terminate the program.

Vice Mayor Oldaker asked if the program's failure to reach its goal might be related to the fact that most residents use lawn services and do not require yard waste containers. Coordinator Eckels explained that in the future, if residents would like large yard waste carts, they will need to purchase one from WastePro if the program is terminated. It was confirmed that households may place yard cuttings into their black garbage containers if they do not have yard waste containers.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to discontinue the program. Motion carried 5-0.

13.g Town Manager Selection (Mayor Chris Vincent)

Mayor Vincent recalled that after termination of the previous Town Manager on January 8, 2021, he had requested that the Town advertise and accept applications for this position, while at the same time submitting an RFP for a search firm that would review potential candidates and report back to the Commission with recommendations. Since that time, Interim Town Manager Connors has indicated that she is interested in the permanent position, as is former Mayor Scot Sasser.

Mayor Vincent requested feedback from the Commissioners on how to move forward with these candidates. One option is to continue to move forward with advertisements of the position as well as with a search firm. Another possibility is to hold a special meeting to discuss the two known candidates. He emphasized that no decision on the position would be made at tonight's meeting.

At this time Mayor Vincent opened public comment.

Ms. Ramirez read the following comments submitted by the public:

- Barbara Cole, resident, emphasized that the next Town Manager should understand Lauderdale-By-The-Sea is a small town rather than a city
- Cristie Furth, resident, spoke in favor of a transparent process, with community outreach, that would result in a Town Manager who understands the community's values
- Ken Brenner, resident, spoke in favor of Town Manager candidate Scot Sasser

- Wayne Dillistin, resident, spoke in favor of Town Manager candidate Scot Sasser
- Peggy Mohler, resident, spoke in favor of Town Manager candidate Scot Sasser
- Enrico & Claudio Di Buono, residents, spoke in favor of Town Manager candidate Scot Sasser
- Shanna Hendrick, resident, spoke in favor of Town Manager candidate Scot Sasser
- Mary Kourakin, resident, spoke in favor of Town Manager candidate Scot Sasser
- Alanna and Reg Brady, residents, spoke in favor of Town Manager candidate Scot Sasser
- Shevaun Steward Kuhn resident, spoke in favor of Town Manager candidate Scot Sasser

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

Mayor Vincent requested input from the other Commissioners, as well as from Interim Town Manager Connors and former Mayor Scot Sasser.

Mr. Sasser explained that he has spoken with the current Mayor and Commissioners, the Town Attorney, and Interim Town Manager Connors regarding the position. He determined that the position would be personally fulfilling; however, he noted that he would have a number of limitations due to his current employment, which would need further discussion. He emphasized that he did not wish to circumvent the evaluation process or create a conflict with his candidacy.

Interim Town Manager Connors stated that she has strong feelings about serving the Lauderdale-By-The-Sea community and is interested in professional growth within the Town's structure. She noted that she and Mr. Sasser are both capable and qualified, and would bring different qualities to the position. She recommended filling the position with an individual who has intimate knowledge and understanding of the Town.

Vice Mayor Oldaker acknowledged some discomfort with the process at tonight's meeting, and recommended that the Commission hold a special meeting for further discussion of this topic.

Commissioner Malkoon commented that he was also uncomfortable with the way the process has unfolded at tonight's meeting, pointing out that this Agenda Item was added with no backup information on what would be discussed. He advised that other individuals may be interested in the Town Manager position and welcome the

opportunity to submit their own comments. He concluded that he would like a full vetting process for applicants and was in no rush to fill the position.

Commissioner Sokolow advised that the Town has a unique opportunity to consider two qualified candidates for the position. He cautioned that a lengthy process could cost be unfair to either or both known candidates, and recommended that a special meeting be held to determine how to proceed.

Commissioner Strauss also felt the Commission should hold a special meeting the following week to discuss how to proceed, particularly with regard to the time constraints noted by Mr. Sasser. He emphasized that both known candidates are excellent and have contributed greatly to the Town.

Mayor Vincent explained that this Agenda Item had been intended to immediately follow a motion made at a previous meeting regarding the pursuit of applications for the Town Manager position, but had been delayed in order to allow Interim Town Manager Connors time to become acclimated to the position and its responsibilities.

Mayor Vincent requested that Town Attorney Trevarthen address the process for appointment of a Town Manager. Town Attorney Trevarthen advised that Section 5.3 of the Town Charter provides two standards for the position:

- That there be education, experience, and accepted competencies and practices of local public management
- Alternatively, the Town Manager may be appointed on the basis of education and experience in accepted competencies and practices of local public management, which is determined by the Town Commission to be commensurate to those listed in the prior sentence

Town Attorney Trevarthen stated that she has provided an opinion that both known candidates fall within parameters for which the Commission could determine their backgrounds to be commensurate with the requirements of the Charter.

Commissioner Malkoon expressed concern that if the Town Commission met the following week to further discuss the Town Manager position, this would not allow sufficient time for outside candidates to submit their resumes and make themselves known to the Commission. He felt the Commission should not rush the selection process in order to ensure that the position is adequately filled.

Mayor Vincent recalled that in the recent past, there have been appointments of two Town Managers under an abbreviated process that was consistent with the Town Charter. He added that he did not have any issues with moving forward under the opinion offered by Town Attorney Trevarthen and calling a special meeting for further discussion of this topic.

Commissioner Sokolow suggested that the Commissioners hold individual meetings with Interim Town Manager Connors and Mr. Sasser over the next seven days, offering the same opportunity to any other qualified candidates who may apply for the position as well.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to have a special meeting next Thursday [February 18, 2021] to further discuss and potentially vote on a Town Manager candidate, or make a decision not to select one at this time and go back to the same process as last time.

Commissioner Strauss offered an **amendment** to Commissioner Sokolow's **motion**: that the special meeting be held on Wednesday, February 17, 2021 rather than on Thursday. Commissioner Sokolow **accepted** the **amendment**. It was determined that the meeting time would be 6:30 p.m.

Motion carried 4-1 (Commissioner Malkoon dissenting).

Commissioner Malkoon requested clarification that the process would move forward with only the two known candidates, with no searches or acceptance of other applications planned. Mayor Vincent replied if another application is received, the Commission should consider it as well.

Mayor Vincent continued that the process described so far does not prevent the Commission from making any decisions after the special meeting, as the outcome of that discussion is not yet known. Commissioner Malkoon reiterated that the process as described would give preference to two individual candidates.

Town Attorney Trevarthen requested further clarity regarding additional applications, including a deadline by which these should be submitted and what documentation applicants are asked to provide. It was determined that all applicants, including the known candidates, would be asked to provide resumes and submit their applications to the Town Clerk by Friday, February 12, 2021.

14. COMMISSIONER COMMENTS

Commissioner Malkoon advised that a resident of the Town's Bel Air community is part of the COVID-19 response team at Holy Cross Hospital. He has asked this individual if there may be an opportunity to partner with the Town in offering vaccinations. The response team is awaiting inventory to find out how much vaccine Holy Cross may receive. Commissioner Malkoon suggested that the Commission meet to establish a plan if there is sufficient inventory of vaccines to schedule an event. He and Interim Town Manager Connors will participate in a conference call with the individual to determine if partnership is feasible. He noted that a number of residents may be limited in their ability to travel in order to receive the vaccine.

Mayor Vincent expressed best wishes to the family of Town Clerk Tedra Allen.

Vice Mayor Oldaker observed that speed signs have been placed on Commercial Boulevard once more. He also acknowledged the regularity of Marine Unit patrols by the Broward Sheriff's Office (BSO) on the Town's waterways. He concluded that the Town was recently featured in the *Sun-Sentinel* as a growing vacation site for the 18-to-24-year-old demographic.

The Commission took a brief recess from 9:13 p.m. to 9:19 p.m.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2021-07 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE SECOND AMENDMENT AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY, THE BROWARD METROPOLITAN PLANNING ORGANIZATION, AND OTHER BROWARD MUNICIPALITIES; AUTHORIZING EXECUTION OF THE SECOND

**AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE (Exhibit 1)
(Neysa Herrera, Assistant to the Town Manager)**

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

Town Attorney Trevarthen recalled that the Commission first approved this agreement a few years ago as the global interlocal agreement that governs Broward County's transportation surtax program. It has been amended since that time and its adoption by other Broward municipalities has already begun. She emphasized the importance of Lauderdale-By-The-Sea's participation in the surtax program, pointing out that the agreement in no way ties the Town to any particular project.

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

**17.b Resolution 2021-08 – A RESOLUTION OF THE TOWN OF
LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING A SECOND
ALTERNATE BOARD MEMBER TO THE PLANNING AND ZONING BOARD;
PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE
(Tedra Allen, Town Clerk)**

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

Interim Town Manager Connors explained that there is a vacancy on the Planning and Zoning Board, which will be filled by the First Alternate. The public has had the opportunity to submit applications for consideration in filling this vacancy. Each Commissioner in turn may appoint members to Town advisory bodies. The Second Alternate will be appointed by Commissioner Malkoon.

Commissioner Malkoon thanked all residents who had submitted applications for the Second Alternate position. He recommended the appointment of Karen Sylvester.

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to appoint Karen Sylvester as Second Alternate on the Planning and Zoning Board. Motion carried 5-0.

Vice Mayor Oldaker commented that Alternates on advisory bodies are encouraged to attend all meetings and participate in discussion, although they may not vote.

17.c Resolution 2021-10 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH BROWARD SHERIFF'S OFFICE FOR ADDITIONAL SERVICES UPON THE TOWN'S REQUEST, IN AN AMOUNT NOT TO EXCEED \$____; PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Interim Town Manager / Tom Palmer, BSO Captain)

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

Town Attorney Trevarthen noted that no amount is cited in Resolution 2021-10 because the Commission will address the amount they wish to authorize as part of the discussion of this Item.

Interim Town Manager Connors explained that the Item before the Commission is a Memorandum of Understanding (MOU) for BSO to provide additional services outside the Town's general contract. It also contemplates an enhanced visibility patrol. At the January 26, 2021 meeting, the Commission authorized additional spending necessary for services provided by BSO through February 9, 2021, with the understanding that this topic would be considered at tonight's meeting.

Beginning in May 2020, BSO provided 16 additional sworn Deputies at six hours per shift to complement normal staffing, primarily in the Downtown corridor. She has discussed the necessity of these additional shifts with BSO Captain Tom Palmer, as the impact of these shifts on the budget would be more than \$300,000. Both agreed that having additional shifts Downtown during the season is appropriate; however, they also agreed that 16 shifts were not necessary in the off-season. Their recommendation is to include one Deputy from 6 p.m. to 12 a.m., Thursdays through Sundays. This will have an impact of approximately \$70,000. Funds are available in the Town's General Fund Unappropriated Fund Balance to pay for these services.

Another aspect of this request is approval of the MOU, which would ensure that BSO has agreed to provide at least two additional Officers for the Town, with the intent that they will first be selected from the pool of Officers already assigned to the Town. If none of these Officers are available, Captain Palmer would have the authority to select these

individuals. The MOU is necessary because this agreement is outside the existing contract.

Captain Palmer advised that since the additional staffing has begun, it has proven to be successful, and BSO has heard positive feedback from the community as well as from Town businesses. He reviewed a number of recent incidents on which the high-visibility patrol has had positive effects. He stated Thursday through Sunday represented the Town's busiest hours during the season.

Commissioner Malkoon requested clarification of how existing payments would change under the proposed agreement. Interim Town Manager Connors replied that the recommended reduction in services would cost only an additional \$70,000, which both she and Captain Palmer feel would be sufficient to the Town's needs. If it is later determined that no additional shifts are needed, the MOU provides for discontinuation of these services.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the Resolution incorporating the \$70,000 that Staff is recommending. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARING

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:42 p.m.

Mayor Chris Vincent

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
February 9, 2021

ATTEST:

Town Clerk Tedra Allen

Date

1. Ron Piersante, resident

Mayor, Vice Mayor, Commissioners:

As a long-time volunteer at the Chamber/Visitor Center I want to thank you for funding the remodeling of the building. This was long overdue, and without the help of Ken Rubach, Municipal Services Director and his staff, I am not sure the project would have been done in record time.

When I contacted Ken advising him the entire inside of the building had to be completely emptied and everything placed in the POD, he arranged to have five of his people meet me at 6:30 a.m. on a Monday morning to start the job. To be honest I was skeptical that everything would fit in the POD but they neatly arranged everything and got the entire contents in the POD in less than two hours. I was not surprised how efficient they were.

One month later he arranged for his people to return and bring everything back in and placed it where I wanted it, and any surplus items took them away.

I could not have accomplished this without Ken and his staff, and I want to thank them for a great job, nothing was damaged or broken.

Also, the staff that take care of the grounds at the building do a fantastic job cutting the grass, shrubs, etc, on a regular basis, and the building always looks well-manicured.

I believe the Town and the Citizens of LBTS can be proud of the Visitor Center, and in normal times with thousands of tourists from all over the world that come here for information will show them that LBTS facilities are top notch, and one of the finest towns to visit in Florida.

Again, thanks to the Commission, Ken and his staff, for making this possible.

2. John Graziano, resident

In LBTS Independent contractors (consultants) seemed to be rehired every year to work on town business as if in an employee capacity. They give advice and counsel on how the Town Manager, our elected officials and staff leadership consider projects and procedures and therefore have significant influence on decisions. That is what a consultant who has been pre screened and hired to perform a task after it was determined that staff cannot or we do not have enough work for a staff position.

I suggest that we have outgrown this system and would encourage the Interim Town Manager and the Commission to see the value of an alternative approach and not think that because a consultant is not normally eligible for employee benefits that it is being fiscally responsible. In-house, qualified employees are by design legally responsible and legally loyal to their employers. Employees also help to preserve institutional knowledge for the democratically elected Commission. Consultants, who also work for a corporation or firm, even unintentionally, can have conflicted loyalties by design.

LBTS is no longer a sleepy little Town but rather a vibrant active community with a significant robust commercial district as well as a permeant and tourist/visitor base. We have the funds and plenty of work needing professional expertise and the amount of money we have spent annually on consultants for routine work has proven this out. We don't want a bloated bureaucracy but appropriate staff to manage the work-load. We could hire employees to do the routine work and only non-routine specialty work would then be considered for engaging a consultant. The Town Manager could evaluate when and if we need to hire a consultant for a defined period or until an issue is resolved and then submit the potential contract to the Commission for consideration.

When there is a decision to hire an independent contractor there should be formal accountability and written restrictions in contracts and their employing corporate entities and firms. Requirements in the contracts, if not already in place, should include submission of financial disclosure forms by the independent contractor as well their employing firms and be submitted 60 days prior to contract initiation or renewal are considered and authorized. These efforts could further protect public funds, continue to enhance good and efficient government leadership and in the long run promote quality staffing and have little if any budget impact.

3. Barbara Cole, resident

Mayor, Commissioners-

On tonight's agenda there is discussion under New Business for selection of a new Town Manager. As you prepare for this all-important selection after the last hire resulted in a big- city style Town Manager at odds with our town in his execution of duties, spending and acquisitions as well as pushing new unwanted development by the residents residing in the old LBTS part of town - remember it all! There needs to be a litmus test on each applicant to make sure the next Town Manager understands we are a Town and not a city. We are led by active involved residents and their representative commissioners and not by the Town Manager/ staff/ consultants and contracted employees. We want the small town - no sidewalk, no El Mar Drive redesign, no 5 Star resorts that are overdeveloped and try to take away town streets retained! This decision will be front and center along with El Mar Drive for the 2022 Municipal election and candidates will need to run on both to win their seats! The active involved residents- old and new are watching to see how each of you handle this! This must be transparent and any red- flag candidates should be discarded immediately. Thank you.

4. Ina Marjakangas, business owner

Greetings,

I wanted to reach out to the commission regarding Agenda 13d – Removal of town parking on the north east corner of A1A and Commercial Blvd. As you are aware, this past year has been challenging for me: at times terrifying, but mostly exhausting. I have experienced embarrassment and humiliation at the hands of our former town manager due to the barricades. I cannot state this enough: As a brick-and-mortar retail shop in a tourist destination I require visibility and accessibility to stay in business.

I am not averse to the removal of the parking spaces. I do not believe that they have a significant impact on my business that would merit keeping them. However, I implore you to please consider the visual impact and accessibility these changes would have on my business. Please do not bulldoze and barricade me. Please consider creating a beautiful space that will contribute to the overall aesthetic and experience of the town.

"The true test of any society can be found in how it treats its most vulnerable."

-Gandhi

Warm and sunny regards,

What an incredibly wonderful option. Scott Sasser is the perfect candidate for the position of town manager. He is well known and much respected. He is fair and reasonable and knows the intricacies and nuances of Lauderdale By The Sea.

5. Christie Furth, resident – NB 13g

As a long-time resident I have seen many Town Managers come and go. The success of the good ones started with knowing the applicant's background and how prepared they were in understanding the uniqueness of our special little town, demonstrating a desire to protect and enhance Lauderdale by the Sea, and a willingness to listen and value the input and opinions of our citizens. The bad ones came in with either the mindset of remaking the Town in an image of their own choice or soon succumbed to being subjugated by paid Town Staff, as we have recently witnessed.

A fast-tracked appointment lacking open to the public candidate presentations, commission discussions, and pertinent questioning from the public does not promote assurances to those you represent that we will have a better outcome this go around.

Please take the time to reject cronyism and find a fresh new face with legitimate town management credentials who will show real interest in our town history and will appreciate the community values and pride that have always set Lauderdale by the Sea apart from its neighbors. Finding a Town Manager well-rooted in community outreach would go a long way in repairing the loss of confidence so many of us have with the Commission as we fought so hard to be heard with the El Mar Drive Project.

Thank you.

6. Ken Brenner, resident

I am in support of our Town giving strong consideration to Scot Sasser on becoming Town Manager. He has proven his dedication and commitment as both a former Commissioner and Mayor. His willingness to listen and do what is in the best interest of the Town has been demonstrated countless times on issues and concerns that were addressed while he was on the dais. I appreciate that there should be a process and it needs to be transparent.

I also believe that when an opportunity is before us, we need to be open and take the time to evaluate and weigh the pros and cons of the situation. The past two years we have all endured an out of touch ill-suited Manager whose management style was not what the Town needed nor deserved. We already know that having Scot in this position it would be a dramatic positive change for all those that live, work, and call this Town home.

7. Wayne Dillistin, resident

Regarding the Town Manager Position, please after all we have been though with the last manager, Scott Sasser is the right person at the right time for this position. I am all for the commission doing what it needs to fast track all other interviews with others if that's the commission's prerogative. If ever there was a time too fast track the process for filling this position it is now. The commission has done it in the past for the wrong people now please do what is right and get the process done in the time constraints to get the right person for the job.

8. Peggy Mohler, business owner

Good Evening,

This is the time to fast track the process for filling the position with Scott Sasser you know what you're getting. we had a great team with Connie and Bud- Look at the team we can have now Scott and Linda they know the town!!

Thank you.

9. Enrico & Claudia Di Buono, business owner

To whom it may concern;

The following email is regarding the Town Manager Position. Given Scot Sasser's past as Mayor of LBTS we as business owners believe this is the right fit for our town. Scot Sasser is the right person for this position as he is extremely fair, attentive and has a love for our town. He demonstrated all these qualities during his time as Mayor. Our town needs this right now.

As business owners in LBTS we have seen lots of changes in our town and how it was being managed under the old leadership. Our town was divided and not fairly managed. With all that we are going through now is the time for change and knowing that our former Mayor is willing to help run this town is absolutely fantastic. We ask the commission to please fast track the process for filling this position. We stand behind Scot Sasser as Town Manager.

10. Shanna Hendrick, resident

Regarding the Town Manager Position, please after all we have been though with the last manager, Scott Sasser is the right person at the right time for this position. Interview who must but all of YOU KNOW PERSONALLY AND POLITICALLY HE IS THE RIGHT CHOICE.

If ever there was a time too fast track the process for filling this position it is now. The commission has done it in the past for the wrong people now please do what is right and get the process done in the time constraints to get the right person for the job. SHOW THAT WE VOTED IN THE RIGHT PEOPLE FOR THE RIGHT REASON!!!!!!

11. Mary Kourakin, resident

Regarding the Town Manager Position, please after all we have been though with the last manager, Scott Sasser is the right person at the right time for this position. Interview who must but all of YOU KNOW PERSONALLY AND POLITICALLY HE IS THE RIGHT CHOICE. If ever there was a time too fast track the process for filling this position it is now. The commission has done it in the past for the wrong people now please do what is right and get the process done in the time constraints to get the right person for the job.

12. Alana & Reg Brady, resident

Good Evening,

This letter is in regard to the Town Manager position. Scot Sasser is the person for the job. As town residents, we would be lucky to have Scot for the position of Town Manager, since we have seen him at work as a Commissioner and as Mayor and know he has proven to be a loyal servant of this town, which he truly loves. Scott really has the town at heart and wants to see everything run smoothly. We hope you would consider Scot Sasser without any delay for the position of Town Manager.

13. Shevaun Steward-Kuhn, resident

Dear Mayor and Commissioners, I want to formally voice my support for Former Mayor Scot Sasser to fill our Town Manager position. He is knowledgeable, well respected and has the perfect personality for the job. He has demonstrated his love for our town and I can think of no better person to be our next Town Manager. Thank you for considering my opinion when the time comes to make a decision.



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Susan Trevarthen

Submitting Department: Legal

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

Town Manager Search Consultant (Susan Trevarthen, Town Attorney)

Explanation: At the February 22nd Town Commission meeting, the Commission directed the Town Attorney to bring back a draft solicitation for executive search consultants to perform a recruitment for a new Town Manager. Attached is a draft Request for Proposals ("RFP") for your review and comment. See **Exhibit 1**. We reviewed several samples, and adapted them into the Town's typical RFP format. Following are some issues to keep in mind.

Commission Expectations

An important part of any solicitation is the description of the Town, its character and concerns, and the Town Commission's expectations of the successful proposer. Attached is the brochure that was used in the last search for a Town Manager in late 2018. See **Exhibit 2**. The descriptions of issues facing the Town and other details will need to be updated to address the Town's current situation, as well as the Town Commission's current desires for its Town Manager.

The 2018 brochure is being provided to the Commission for reference, but does not necessarily need to be included in the RFP. Once a firm is selected, the selected firm will work with the Town Commission on putting together an updated description of the Town Commission's expectations for a successful Town Manager.

Schedule

Another important issue is to decide when to release the RFP, and how much time to allow for consultants to respond to it. Lisa has indicated that a number of consultants are already aware of the opening.

Method of Reviewing Submissions

While the Commission indicated that it did not want Town staff involved in the selection process of the consultant at the last meeting, there are a few things to consider. Normally, a selection committee is established by the Administration to review submissions to an RFP. However, with the Interim Town Manager recused from the process as a potential candidate for the position, she is not available to appoint a selection committee.

It is important to understand that this is not a process where the Commission can serve on or appoint the selection committee. Section 1-19(6) of the Broward County Code of Ethics requires that a Commissioner cannot serve as a voting member of any RFP selection committee for the search consultant, and cannot participate in the selection of the selection committee members or participate in

the selection committee meetings. While the Commission is necessarily involved in the selection of the Town Manager, there is no similar exemption applicable to the selection of the search consultant.

Therefore, the Commission may choose to bypass the selection committee process and directly review all submissions as a Commission. The Town Commission could review the responses independently, and then discuss and select a consultant at a Town Commission meeting. Alternatively, the Town Commission could direct an individual staff person to convene a selection committee or to review the submissions.

Point Person to Communicate with Those Responding to RFP

With the Interim Town Manager having recused herself, there will need to be a point person administering the RFP, communicating with proposers, and preparing a summary of the responses received for the Town Commission. In many communities, the Town Clerk or the Human Resources Director would play this role. The Town Attorney's Office is available to assist as needed.

Alternative Approach: Florida City and County Managers' Association Senior Advisors Service

As noted at the last meeting, the FCCMA has provided search consultant services to small communities in the past. I have sent an inquiry to the Executive Director of FCCMA, who confirmed that this is one of their services. He is checking to see if any of their Senior Advisors might be available currently to do a search and, if so, on what terms and conditions.

Recommendation:

Discuss the draft RFP and the above comments, and provide direction to the Town Attorney for next steps in the process of searching for a new Town Manager

Attachments:

1. Draft RFP
2. 2018 Town Manager Search Brochure
3. FCCMA Correspondence and Senior Advisor Policy

Yellow = Update Before Release

Turquoise = Commission may wish to discuss

Town of Lauderdale-By-The-Sea



DRAFT

REQUEST FOR PROPOSAL

No. 21-01-01

EXECUTIVE SEARCH SERVICES

RFP OPENING: March 31st, 2021, 2:00 PM.

Yellow = Update Before Release

Turquoise = Commission may wish to discuss

Town of Lauderdale-By-The-Sea RFP No. 21-01-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Executive Search Firm Services

The Town intends to award a contract to a firm(s) to provide a **nationwide/statewide** search to fill the executive position of Town Manager as described herein.

Sealed written responses shall be received by the Town of Lauderdale-By-The-Sea (the "Town") no later than until **March 31st, 2021 at 2:00 PM** at the location indicated below. Submittals by facsimile or in any way without an original signature are **not acceptable**. Submittals must include **ONE (1) original, THREE (3) copies, and ONE (1) electronic version capable of being duplicated and must include all information required.**

The Town's contact information for this RFP is:

Town Clerk

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

Telephone: 954-640-4201

Email: Tedraa@LBTS-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to accept or reject any proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Yellow = Update Before Release

Turquoise = Commission may wish to discuss

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B	General Information	1
C	Scope of Work	1
D	Minimum Qualifications	3
E	Insurance and Licenses	4
Part II	General Information	5
A	Definitions	5
B	Request for Proposal: Purpose	5
C	Contract Awards	5
D	Proposal Costs	5
E	Inquiries	6
F	Delays	6
G.	Pre-proposal Meeting	6
H	Proposal Submission	6
I	Proposal Format	7
J	Experience	8
K	Approach to Providing Services	8
L	Compensation	8
M	Additional Information	8
N	Proposal – Procedural Information	8
O	Public Records	9
P	Irregularities: Rejection of Proposals	10
Q	Evaluation Method and Criteria	10
R	Representations and Warranties	12
S	Town Contract	12
T	Indemnification	13
Part III - Exhibits		
	RFP Form A. Qualifications Statement	1
	RFP Form B. Reference Form	3
	RFP Form C. Price Proposal Form	4
	RFP Form D. Proposer’s Certification	5

Executive Search Firm Services

Town of Lauderdale-By-The-Sea RFP No. 21-01-01

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The purpose for this Request for Proposals (“RFP”) is to solicit competitive sealed proposals. The Town of Lauderdale-By-The-Sea invites qualified firms to submit a proposal to conduct an executive search for the Town Manager position. Submittals will be reviewed and evaluated in accordance with the criteria set forth in this RFP. The successful proposer will assist in establishing the process for the recruitment, including a timeline for various actions during the recruitment process. The Town Commission desires to work with a designated representative from the firm to develop a profile of the desired qualifications and experience necessary to be successful as the next Town Manager. The Town is currently operating under an Interim Town Manager. The previous Town Manager was with the Town for two years.

B. GENERAL INFORMATION

The TOWN is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season. The Town has a Commission-Manager form of government, with a five-member Commission. All of the Town Commissioners are elected at-large. Town administration is made up of departments. The Town employs approximately employees on an annual basis.

C. SCOPE OF WORK

1. The Town is soliciting interest from qualified firms to conduct a nationwide/statewide/local search to fill the executive position of Town Manager.
2. The successful proposer shall provide the following services:

2.1 Candidate Profile. The search firm will prepare a candidate profile to guide the selection process.

- In developing the candidate profile, the search firm representative shall make one or more visits to the Town and will conduct individual meetings with Town Commissioners.
- The search firm shall facilitate meetings with the Town Commission to finalize the candidate profile, which will include, but not limited to, specific experience, specific strengths, and a possible compensation and benefits package.

2.2 Recruitment. The search firm shall undertake the necessary actions to recruit the maximum number of candidates who qualify based upon the profile. The search firm shall be required to advertise the position as well as directly solicit candidates.

Executive Search Firm Services

Town of Lauderdale-By-The-Sea RFP No. 21-01-01

Part I – Statement of Work

- If deemed necessary, the search firm may propose to the Town Commission a targeted application format for the recruitment process.
- The search firm shall be responsible for receiving and compiling all applications.

2.3 Screening. The Town Commission will schedule interviews and the search firm representative shall be available to guide the Town Commission through the interview process. This includes offering assessments and recommendations regarding the candidates and the process. The search firm shall:

- Provide the Town with application summaries of all candidates, and recommend which candidates are qualified.
- Provide and offer alternative courses of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
- Be prepared to recommend a shortlist of candidates, which it believes are the most qualified to successfully serve as Town Manager of the Town of Lauderdale-By-The-Sea, based upon its understanding of the Town's needs and the Commission's desires.
- Present a written report on background, strengths, accomplishments, any video interviews, and reference lists on each recommended finalist. The representative shall meet with the Town Commission to review the recommendation.
- Assist the Town in scheduling interviews with the final candidates and such other candidates as the Town Commission may deem appropriate. The search firm shall coordinate all travel arrangements for candidates to be interviewed, within the budgetary parameters established by the Town. The Town shall process candidate reimbursements.
- Facilitate the interview process, including providing suggested questions, candidate evaluation matrix, and coordinating psychological or assessments if desired by the Town Commission. The search firm shall attend the interview sessions with the candidates selected by the Town Commission.
- Conduct thorough references and background checks. The background check should include, but not be limited to, verification of educational background, verification of prior employment, criminal history, financial stability, all media including news and social media, and civil litigation checks.
- Be prepared to assist the Town Commission and Town Attorney with the negotiation of the contract.

3. The successful proposer shall provide the Town Commission with a bi-weekly progress report, or more frequently as requested. The successful proposer shall provide a realistic timeline for the selection process.

Executive Search Firm Services

Town of Lauderdale-By-The-Sea RFP No. 21-01-01

Part I – Statement of Work

D. MINIMUM QUALIFICATIONS

1. In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:
 - a) Proposers must be licensed to do business in the State of Florida.
 - b) Proposers must have a minimum of five (5) years demonstrated experience and expertise in the successful recruitment and placement of mid to high level management positions in a public/government agency in Florida.
 - c) Proposers must provide a minimum of three (3) verifiable references from similar scope of work as identified in this RFP.

E. INSURANCE AND LICENSES

1. Before execution of the contract by the Town and commencement of the operations and/or services to be provided, and during the duration of the awarded contract, the successful proposer must provide to the Town current certificates of all required insurance on forms acceptable to the Town, which shall include the following provisions:
 - a) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town.
 - b) The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
 - c) No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town.
2. The successful proposer shall require and ensure that each of its sub-contractors providing services hereunder (if any) procure and maintain, until the completion of the services, insurance of the types and to the limits specified herein.
3. Coverage Required
 - a) Workers' Compensation - The successful proposer shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Town and its agents, employees, and officials.
 - b) Commercial General Liability - The successful proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$500,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Executive Search Firm Services

Town of Lauderdale-By-The-Sea RFP No. **21-01-01**

Part I – Statement of Work

- c) Business Automobile Liability - The v successful proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- d) The Town shall be specifically named as an additional insured on the general liability policy.
- e) All such insurance required of the successful proposer shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town.
- f) Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
- g) Compliance with these insurance requirements shall not relieve or limit the successful proposer's liabilities and obligations under the awarded contract. Failure of the Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided will not be construed as a waiver of the successful proposer's obligation to maintain such insurance.

It is understood that any firm or institution awarded a contract under this RFP shall maintain the appropriate insurance(s) as indicated in this section for the total time period of this contract including any extensions.

END OF PART I

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (the “RFP”): **proposer** or **contractor** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

The Town’s contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: Tedraa@LBTS-fl.gov

B. REQUEST FOR PROPOSAL: PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARD/TERM

The Town Commission anticipates entering into a contract with a responsive and responsible proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract but reserves the right to award more than one contract if in it is in the Town’s best interest. If the Town selects a proposal, the Town will provide a written notice of the award. The contract will be from the time of execution to completion of all the services.

The proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or email written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence “RFP No. 21-01-01 QUESTION.”

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If an addenda is issued, the Town will email, mail, or fax the written an addenda to any potential proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) electronic copy of the proposal as follows:

Email to: TedraA@lbts-fl.gov
Subject Line: RFP No. 21-01-01

Proposals shall be submitted electronically. Email submittals are accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town’s opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by proposer in ink. All information submitted by the proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink or electronically.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents. Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal - This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the proposer must sign the letter of transmittal.
2. Title Page - The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents - Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications - This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services. Each Proposer must include:
 - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
 - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
 - Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website.

J. EXPERIENCE

The proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the scope of work requested in this RFP. Please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

K. APPROACH TO PROVIDING SERVICES

This section of the proposal should explain the scope of work as understood by the proposer and detail the approach, activities and work products to be provided.

L. COMPENSATION

The proposal shall document the fee proposal for the requested services on RFP Form C. The proposed fee should represent a full-service executive management recruitment process, including, but not limited to, those detailed in the scope of services. The proposal may include a breakdown of milestone cost for each step in the work product, but must also include an all-inclusive fee that includes the following, as well as any other associated costs:

- Job description and profile development services;
- Recruitment services, including development and distribution of recruitment advertisement for local/statewide/national search;
- All advertisement placements, including online, recruitment brochure, postage, etc.;
- Selection services, including initial screenings and recommendations, assessments, coordination of the interview, and selection process; and
- Thorough reference and background checks.

Proposal price to perform the services outlined in the Scope of Services, as well as the standard billing rates for the staff expected to be assigned to the project and for any additional services, shall also be included in the fee proposal.

M. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

N. PROPOSAL – PROCEDURAL INFORMATION

1. Interviews - The Town reserves the right to conduct personal interviews or require

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

presentations prior to selection. The Town is not responsible for any expenses that proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for additional information - The proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Proposal Binding - All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such case, proposer may choose whether or not to continue to honor the proposal terms.
4. Proposer's Certification Form - Each proposer **shall** complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

O. PUBLIC RECORDS

Proposals are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the "Public Records Law"). Certain exemptions to the Public Records Law are statutorily provided for and it is the proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the agreement, and following completion of the agreement until the records are transferred to the TOWN.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.

Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this agreement are and shall remain the property of the TOWN.

Upon completion of this agreement or in the event of termination by either party, any and all public records relating to the agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

P. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

Q. EVALUATION METHOD AND CRITERIA

1. General - The Town Manager shall appoint an evaluation committee (the "Committee") to evaluate the proposals. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation committee shall evaluate all responsive submittals based on the following criteria. Each member of the evaluation committee will conduct an independent review of the responsive proposals after the scheduled request for proposal opening date. Each committee member will score the proposals by giving a score of one to twenty (1-20) to each criterion below, twenty (20) being the highest. Thereafter, the scores will be totaled. Each member of the evaluation committee will individually rank the responsive proposals based on the total scores (the highest score being ranked number 1). The committee members' rankings will then be added together and those rankings will be the basis for the cumulative ranking. After the committee members' rankings are added together and totaled, the firm with the lowest cumulative ranking will be the first ranked firm.

CRITERIA	POSSIBLE POINTS
Project organization and technical qualifications and capability of the persons assigned to the project.....	20
Project understanding, proposed approach and methodology	20
Experience, references and successfully completed similar projects.....	20
Cost	20
Quality of Proposal	20
TOTAL SCORE	100

- a) Pricing information must be submitted in a separate, clearly marked, sealed envelope. After the evaluation of the technical proposals, the committee will evaluate the price proposals of those remaining in consideration.
 - b) The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The Town reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Town.
2. Selection - Depending on the number of responses received, the Committee may short-list the proposers in order to facilitate a more in-depth analysis of manageable number of responses. The short-listed proposers may or may not be interviewed by the Committee. The Committee will review and rank all proposals received and establish a list of selected proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list"

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee, or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified proposer. Each proposer should endeavor to submit its best proposal initially.

R. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, proposer warrants and represents that:

- Proposer has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.
- Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
- If applicable, proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by proposer, including safety precautions and programs incident thereto.
- Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to proposer.
- The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
- No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

S. Town Contract

The selected proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

- No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

Executive Search Firm Services

Lauderdale-By-The-Sea RFP No. 21-01-01

Part II –General Information

- Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

T. Indemnification

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any resulting contract from this RFP, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this RFP or resulting contract. Contractor shall reimburse the Town for all the Town's expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of any resulting contract from this RFP. Nothing in this RFP or resulting contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED
RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name):
 - 1.1. The correct and full legal name of the proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation):
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
5. Name of employees to be assigned to this project:
6. Company identification numbers for the Internal Revenue Service:
7. Provide Broward County business tax receipt number, if applicable, and expiration date:
8. Indicate how many years your organization has been in business. Does your organization have a specialty:
9. List the last three projects of this nature that the firm has completed. Please provide project description, reference and contact information and cost of work completed:
10. Respond to the following questions. Have you ever failed to complete any work awarded to you? If so, where and why:

11. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are in progress as of the date of submission of this Proposal for your company, division or unit as appropriate:

Name of Project	Contract with:	Contract Amount	Date Contract Began	Date Contract Ends (Ended)

(Continue list as necessary)

12. Provide the following information for any sub-consultants you will engage if awarded the contract:

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED
RESPONSIVE.***

Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:
 Title of Contact:
 Email:
 Telephone Number:
 Project/Services:

2. Name of Contact:
 Title of Contact:
 Email:
 Telephone Number:
 Project/Services:

3. Name of Contact:
 Title of Contact:
 Email:
 Telephone Number:
 Project/Services:

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

Name of proposer: _____

Name of authorized representative of proposer: _____

The proposed fee should represent a full-service executive management recruitment process, including, but not limited to, those detailed in the scope of services. The proposal may include a breakdown of milestone cost for each step in the work product, but must also include an all-inclusive fee that includes the following, as well as any other associated costs:

- Job description and profile development services;
- Recruitment services, including development and distribution of recruitment advertisement for local/statewide/national search;
- All advertisement placements, including online, recruitment brochure, postage, etc.;
- Selection services, including initial screenings and recommendations, assessments, coordination of the interview, and selection process; and
- Thorough reference and background checks.

Proposal price to perform the services outlined in the Scope of Services, as well as the standard billing rates for the staff expected to be assigned to the project and for any additional services, shall also be included in the fee proposal.

(Remuneration will be made in monthly increments upon receipt of an invoice. Invoices may be submitted on the 15th day or later each month.)

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Note: The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or proposer hereby authorizes the Town of Lauderdale-By-The-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn

statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address



The Town of Lauderdale-by-the-Sea, Florida

Seeks applicants for the Town Manager position.
Apply now.



The **Town of Lauderdale-By-the-Sea, Florida** is searching for a Town Manager to sustain and build upon the tremendous progress the Town has made in modernizing itself while maintaining it's very distinctive character. The current Town Manager is retiring in the Spring. This is a terrific opportunity for a smart, experienced, professional manager who enjoys public interaction and is creative in solving complicated issues.

About OUR TOWN

GOVERNMENT

The Town's Charter provides for a traditional Commission/Manager form of government. The Town Commission is composed of a Mayor elected specifically for that office for a two-year term, and four Commissioners elected to four year terms. Commissioners must qualify from one of two geographic districts, but are elected in a town-wide vote. The Mayor is limited to three terms, and Commissioners to two terms. There is a municipal election every two years with the Mayor's seat and two Commission seats in play in each election. The Vice Mayor is appointed by the full Commission from their ranks every two years.

The Commission is a very collegial group that places a high degree of emphasis on civility, transparency, and professionalism. They are respectful towards and highly engaged with residents, Town businesses, and senior staff and they welcome and consider input from all. To a person, they are dedicated to continuing the Town's recent history of improving itself, while maintaining LBTS' unique culture and small, seaside town vibe.

The current Town Manager has been employed by LBTS since 2010 when he was hired as Assistant Town Manager. He was elevated to Town Manager in 2016 upon retirement of the prior Manager.

The Town has a small, but capable staff; small because so many services are provided by contractors. Among those services are police, fire, ems, sewage treatment, building services, code enforcement, city engineering, garbage and recycling collection, beach cleaning, parking enforcement, and main arterials street sweeping.

A BRIEF TOWN HISTORY

LBTS traces its roots to 1920s when Melvin Anglin, a builder and real estate investor from Indiana fell in love with the area and bought the land with the intention of creating a new beachside community. He built the fishing pier as a draw and later became the first Mayor after the Town incorporated in late 1927. (Some of his descendants still own property and live in Town.)

The Town developed over the next three decades. Things changed in the sleepy little haven in 1965 when a bridge was constructed across the Intracoastal Waterway. The next big change occurred in 2001, when the Town almost doubled in size through annexation of the unincorporated areas north of its municipal boundaries.

While numerous other coastal cities in Florida allowed the development of huge condominium complexes on the beach, LBTS strived to maintain its small-town



charm and ocean views by severely limiting building heights in the Charter in 1973. The Townspeople are fiercely protective of those height restrictions. The annexed areas in the northern half of Town do contain apartment buildings and oceanfront high-rise condominiums that are grand-fathered in, as are several high-rise condominiums at the very southern end of Town.

LBTS is proud and supportive of the Miami Modern (MIMO) architecture that is prevalent in numerous buildings, condos, homes, and commercial signs throughout the Town. This architectural style features strong horizontal lines with prominent vertical features that emphasize Florida's sub-tropical weather. Multiple older buildings have been renovated to return to their original MIMO design and new commercial buildings are required to be designed in that style, unless surrounded by non-MIMO style buildings.

LOCATION & CLIMATE

The Town is approximately 1.5 square miles in area and is situated on the barrier island between the Atlantic Ocean on the east and Intracoastal Waterway on the west. It is bordered on the south by Fort Lauderdale and on the north by Pompano Beach. We are almost equidistant (32 miles) from Miami and Palm Beach. As a result, we enjoy a sub-tropical climate with spectacular weather from November through May, and hot, humid weather in the summer and early fall.

THE TOWN'S RESIDENTS

LBTS has approximately 6,000 permanent residents, but the population during the winter months swells to more than 10,000 as residences and hotels fill with "snowbirds". In the 2010 census, the average age of residents was 61 years but that is likely decreasing as more families are moving into the neighborhoods. There are no schools in Town, so children who reside here attend public or private schools in nearby cities.

The Town has a long history of civic activism, which tends to be fairly sedate when things are going well but becomes active, vocal and emotional when the prospect of anything that could change the Town's essential character threatens to emerge. Townspeople and local business owners are very used to highly personalized treatment and expect the Town Commission and staff to be immediately responsive to their inquiries or requests. It is essential that the new Town Manager understand and be able to easily adapt to the high degree of customer service that is expected by the Townspeople.

LOCAL ECONOMY

Primarily a residential community, Lauderdale-By-The-Sea's principal businesses are tourism/hospitality, retail including restaurants and real estate sales. There are 39 hotels in LBTS with a total of 705 rooms. Most of the hotels are small, family-owned operations and keeping the hotel industry in LBTS alive and thriving has been a stated priority of the Town.

In addition to the hotels, there are 218 time-share units that accommodate visitors for week or longer stays and 79 homes and apartments registered as vacation rentals or short-term rentals. Some of these vacation rentals are a source of aggravation, as they rent to large numbers of people who party at all hours in otherwise quiet residential areas and exhibit other bothersome behavior. Florida law, however, is very protective of vacation rentals and limits and precludes the Town from banning them or regulating them to any great degree.

During the recession, the Commission relaxed parking requirements to encourage the development of restaurants and stimulate the local economy. Those efforts were extremely successful.

The Town made significant infrastructure improvements in commercial and residential areas in the past six years, including the award-winning streetscape and plaza designs that run the length of Commercial Boulevard and many drainage and landscaping projects in both commercial and residential areas. In tandem with those improvements, the Town developed a brand identity that captured its charm and seaside locale and incorporated branding features into the streetscape, public buildings, utility boxes, marketing materials, etc. All of this work increased business profits and the value of both commercial and residential property in Town.

In addition to appealing to vacationers, our 32 local restaurants, the pristine beach and LBTS's identity as a respite from the busyness of the outside world draw people in droves from the surrounding metropolitan areas. Accommodating the influx into the Town,



particularly on weekends and holidays, is a constant challenge.

Availability of parking has been the business community's number one issue for years, the topic of many public meetings and planning studies and, occasionally, the cause of political enmity. The Town has made great strides in modernizing its parking operation and getting creative to provide additional parking spaces.

TOWN FINANCES

LBTS is in excellent financial condition and the Commission and staff pride ourselves on being wise stewards of the public's money. The Town has no debt, the third lowest property tax rate, and the second lowest Fire Assessment fee in Broward County. The property tax accounts for almost half of all Town revenues. The Town's operating budget is \$18.5 million; with transfers and balances included it is \$19.445 million. Public safety expenses are \$8.1 million or 45% of the operating budget.

The Town does not supply potable water to its residents; it turned over the water distribution system in the south end to the City of Fort Lauderdale in 2007. Wastewater collection is provided in the southern end of LBTS by the Town. Water service and wastewater collection is provided by the City of Pompano Beach in the northern end of Town. All sewage from the Town is piped through Pompano Beach to the County's north regional plant for treatment, so there is a complicated financial agreement with Pompano Beach to pay for transmission and treatment of sewage.

The Parking system clears a profit of about \$1 million a year. Those funds have been used to upgrade the parking meters and pay for expansion of public parking.



PUBLIC SAFETY

As mentioned earlier, LBTS contracts for police, fire and emergency medical services. We are very pleased with the police services provided by the Broward Sheriff's Office and have a close relationship with our local command staff. The crime rate in LBTS is low and we want it to stay that way.

We have been able to keep our Fire Fees the second lowest in the County because we are lucky to have a dedicated and capable Volunteer Fire Department (VFD). Our VFD has an outstanding ISO rating of 2, a rating that would be the envy of many large, paid Fire Departments. The Town has an ongoing contract with the VFD to reimburse their operational costs and cover their capital costs. The Town Manager is an ad-hoc member of the VFD's Board of Directors. We have replaced several of the fire trucks and firefighter safety equipment in the past six years and have mutual aid agreements with larger cities that assist in Haz-Mat events or other events that exceed our resource capability.

The VFD is instrumental in multiple small town events that the Townspeople love such as the traditional Fourth of July parade and Christmas-by-the-Sea.

The Town does not provide lifeguard services on our public beaches, but the VFD does patrol the beach as first responders to any potential drowning incidents.

Emergency Medical services have been provided by contract with AMR for over a decade with a superb response time record. One Town Commissioner serves on AMR's Quality Review Committee.

RECREATION

The Town's ocean and beaches are popular with tourists and residents from all over Broward County. LBTS is a popular spot for beach divers, who can often be seen entering the water to explore the coral reefs just 100 yards off the beach. The Town has financially supported the creation of artificial and natural reefs.

Historic Anglin's Pier, which is privately-owned, is a popular spot with anglers and tourists.

The Town's largest park is located behind Town Hall where there are tennis courts, shuffleboard and bocce ball courts, a children's park, and a very popular basketball court. The Town also maintains two passive oceanfront parks and numerous public portals to the beach.

A very popular Community Center, located at the Town Hall complex, offers a multitude of programs for seniors. The Community Center also sponsors nighttime lectures each month and usually at least one play per year.

CHALLENGES FACING THE NEW TOWN MANAGER

While we are a small town, there is nothing easy or laid back about the Town Manager's job. The Town has multiple issues that require complex, innovative thinking and determination. Among the complicated issues the Town Commission and staff have identified as likely to consume the new Town Manager's time and attention over the next five years are:

1. The El Mar Greenway Project

Improvements to the roadway that runs immediately parallel to the beach in the commercial and hospitality area of Town have been discussed and delayed for many years. The costliest aspect of what this roadway needs is drainage. Residents and hotel owners want to keep the pedestrian nature of the street, while improving the landscape and lighting, without eliminating traffic lanes. That is a tough order to accomplish.

In 2014, the Town was approached by transportation planning officials with a possible solution: make El Mar part of the County greenways path and receive lots of money from the Florida DOT to make the improvements. FDOT is about to begin the design phase of the project, but the funds they will provide coupled with some funding the Town has set aside for the project will not cover the ultimate cost of the project as envisioned by the Town. And FDOT will be running the project. They are not famous for being accommodating to residents and businesses, or for expediting construction, so there are many problems anticipated in seeing this project to fruition.

2. Redevelopment of Critical Parcels

The Town is essentially built out, but there are several parcels available for development or redevelopment that can have a significant impact on the hospitality industry and the character of the Town as a vacation destination. Very substantial code enforcement liens have accumulated on two of the properties and there will be pressure to redevelop some of these properties as condominiums rather than as hotels.

The size and location of these parcels, as well as the Charter's restrictions on heights and development complicate the financial viability of developing and redeveloping these properties at current market rates. Two of the properties contain visually blighted buildings that have been in deteriorating condition for years.

3. Development of Strategies & Plans Regarding Rising Tides and the Potential for Devastating Weather Events

South Florida is known as ground zero for rising tide impacts. LBTS is fortunate in having more elevation than



many other coastal communities, but we are surrounded by water on two sides and will have to grapple with flooding caused by seasonally high tides and storm events.

The devastation in Mexico Beach has raised the staff's and Commission's awareness that the Town's disaster recovery plan is insufficient to deal with the impacts of a Category 4 or 5 hurricane and that a significant planning effort is needed to anticipate how the Town might recover from a catastrophic disaster or from water levels that rise more than current projections indicate.

4. Funding for Multiple Capital Improvement Needs

There are numerous capital projects for which adequate funding is not in place. The Town Commission will be considering commissioning a study to develop Stormwater Fees to help fund additional drainage projects. A lawsuit settlement calls for installation of a sewer system in the one remaining location in Town without sewers, but that project is not fully funded. The need to "harden" existing Town-owned facilities for better protection in a hurricane is also on the wish list.

5. Maintaining & Further Developing the Capabilities of Town Staff

A new Municipal Services Director has been hired to replace our retiring Director, who has 30 years' experience with the Town. That coupled with the retirement of the Town Manager will require a big learning curve for the new Town Manager and Municipal Services Director. They will have to lean heavily on the expertise and knowledge of existing staff. But, at the same time, they must mentor and coach their new staff to continue to excel and improve.

6. Continued Fiscal Control Despite the Above Challenges

The Town Commission is committed to keeping taxes and fees as low as is practical and still address the issues described above.

JOB & SELECTION

Timetable

TRAITS & EXPERIENCE DESIRED IN CANDIDATES FOR THIS POSITION

In order to succeed in this position, at least two (2) years' experience as a City or County Manager, or four (4) years as an Assistant City or County Manager in local government is required. Experience as a County Administrator or Assistant County Administrator would be acceptable only if that experience is in a non-rural County that has similar service requirements to LBTS. Florida experience is highly desirable, and will be given considerable weight in the selection decision, but we will not rule out candidates with pertinent experience and the traits we seek from other states.



LAUDERDALE • BY • THE • SEA

Experience in a coastal environment and/or in cities with a vibrant hospitality and retail sector would be a plus.

Candidate should have a graduate degree with a concentration in public administration, public affairs, public policy, or public finance or a closely-related field.

A track record of achievement in local government will be critical in the evaluation of candidates. We are seeking candidates who have a history of providing their elected officials with accurate and complete information to make good decisions, who diplomatically communicate not just what elected officials want to hear but what they need to know as well.

Some private sector experience is desirable, as is economic development or redevelopment experience. Most of our businesses are small, personally operated and the ability to understand and be sensitive to the pressures they face to keep their businesses viable and profitable, and what is and isn't practical for them, is necessary in our Town Manager.

The Town is not seeking a status quo or micro manager. We want a Town Manager with excellent leadership skills who leads quietly and collaboratively. An aggressive, take charge personality will not be successful in this environment. This job requires someone who is personable, open and receptive to ideas and input, who is an innovator and inspires his or her staff to excel and corrects and coaches them when they err.

Sometimes the business elements and the residents have conflicting demands and desires, and the Town Manager must have the interpersonal skills to assure both elements that their interests are important and are being taken into consideration in the Town's actions and decisions.

The Town has a somewhat informal but still professional demeanor and a Town Manager who has that same demeanor will find they fit in well. A sense of humor is an asset. The ability to visualize a better future for the Town, to describe that vision and what it will take to get there, and to engender excitement and commitment to it is critical in the candidate who will be selected. And, equally important, the candidate must be able to implement plans in a rapid, cost-effective, and sensitive manner.

As in any senior executive position, good judgment and self-awareness is essential. The Town has very high ethical standards and the Town Manager should epitomize those standards of integrity.

TOWN MANAGER POSITION



This is not a job for an introvert that likes to work quietly from their office. The Town Manager is expected to be out and about, on site looking at issues or problems, visiting local businesses to see how things are going, and attending local events. Our last two Town Managers came to us with big city experience and often commented on how hands-on this job is; how because the staff is so small, they had to do things they hadn't done since much earlier in their careers.

In that same vein, the Town Manager should have or be able to develop excellent relationships with their counterparts in neighboring cities and the County, and with important State agencies and elected officials. And, finally, the ideal candidate will want to be part of a team that takes joy in making lasting and meaningful contributions to the Town of Lauderdale-By-the-Sea.

COMPENSATION

The selected candidate's starting salary will be between \$140-165,000, dependent on qualifications and experience. Health insurance and vacation benefits are excellent. The Town Manager is required to participate in the Florida Retirement System and the Town will also make a deferred comp contribution on his or her behalf.

RESIDENCY

Residency within the Town limits is not required, but is desired. Regardless, the Town Manager must live within close proximity to the Town.

THE SELECTION TIMETABLE

We will start screening applicants in late November, and conduct telephone interviews, clarify experience, and complete additional screening through December. A short-list of candidates will be presented to the Commission after the holidays. The selection process will include assessments of a variety of management skills. We anticipate bringing the finalists to Town in February to interview with the Commission and Town residents.

HOW TO APPLY

E-mail a comprehensive resume and cover letter to lisas@lbts-fl.gov.

Questions should be directed to Connie Hoffmann, the former Town Manager who is assisting the Town with the recruitment and selection process at conniehoffmann@hotmail.com or 954-303-6890.

OTHER IMPORTANT INFORMATION

The Town is an Equal Opportunity Employer and encourages women, minorities, and veterans to apply. Under the Florida Public Records Act, all applications are subject to disclosure upon receipt. We do not expect much media attention to the process.



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Town of Lauderdale-By-The-Sea
 4501 N. Ocean Drive
 Lauderdale-By-The-Sea FL 33308

From: Casey Cook <CCook@flcities.com>
Sent: Thursday, March 4, 2021 2:26 PM
To: Susan L. Trevarthen <STrevarthen@wsh-law.com>
Cc: Lynn Tipton <LTIpton@flcities.com>
Subject: RE: FCCMA Senior Advisors: search consultant services?

Susan,

I've copied Lynn Tipton as she's FCCMA's Executive Director Emeritus and works directly with our Senior Advisors. Lynn can take it from here.

[HERE](#) is a link to FCCMA's Senior Advisor policy – it provides more background on what we offer, when we engage, etc. Just wanted you to have it in case you were asked about FCCMA in the future.

Casey

From: Susan L. Trevarthen <STrevarthen@wsh-law.com>
Sent: Thursday, March 4, 2021 2:10 PM
To: Casey Cook <CCook@flcities.com>
Subject: FCCMA Senior Advisors: search consultant services?

Good afternoon Casey:

I hope all is well. I am writing to inquire whether the FCCMA Senior Advisor program includes the provision of search consultant services for municipalities. I am asking for the Town of Lauderdale-By-The-Sea, a small barrier island community in Broward County for which I serve as Town Attorney on behalf of my firm.

The position is currently vacant, and the Town Commission has appointed a long-serving department head to serve as Interim Town Manager for the time being. The Town Commission will be considering whether to release an RFP for search consultant services, and wanted to know whether the FCCMA was an alternative and, if so, under what terms and conditions.

Thank you,
Susan

Senior Advisor Policy

1. Purpose

- 1.1. Utilize the experience and the knowledge of retired and respected managers of the profession for counseling and advising city and county managers, administrators and their assistants; and to advise and counsel governments seeking to change to the council-manager (or commission-manager) form of government.
- 1.2. Help and advise managers, administrators and their assistants with their personal and professional issues or concerns and is not a consulting service.
- 1.3. Senior Advisor services are free of charge.

2. Senior Advisor Qualification

- 2.1. Florida residency.
- 2.2. Member of the FCCMA and ICMA in good standing at the time of the appointment.
- 2.3. Has served a minimum of ten years as the appointed CAO, deputy, or assistant of a local governmental jurisdiction.
- 2.4. The member shall be recognized as a respected manager in Florida and/or other states, and possess strong public presentation skills.
- 2.5. Be willing to actively participate in the Senior Advisor Program for the duration of the appointment.
- 2.6. Maintain an active phone number and email address.
- 2.7. Affirm knowledge of, and a commitment to, the ICMA Senior Advisor Program Guidelines and the state-sponsored Senior Advisor Program Policy.

3. Appointment Process

- 3.1. The Board of Directors will consider requests from retirees for appointment based upon the current number of Senior Advisors.
- 3.2. Appointments are jointly made between FCCMA and ICMA. The Board of Directors will approve a nominee who will then be submitted to the ICMA Executive Director through the ICMA Coordinator.
- 3.3. The initial term of appointment is one year, and a three-year term may be given by vote of the Board of Directors. Service shall be no longer than a total of 12 years.
- 3.4. Reappointment to the second and subsequent terms shall be based on past performance as a Senior Advisor, as evaluated by the FCCMA Executive Director and Senior Advisor Coordinator, with a renewal or non-renewal recommendation to

Senior Advisor Policy

the Board of Directors.

3.5. Upon initial appointment and annually thereafter, Senior Advisors will receive performance criteria generated as part of Section 4.4 of this policy.

3.6. Number of Senior Advisors will be limited to ten (10).

4. Senior Advisor Coordinator

4.1. The Senior Advisors shall appoint one Senior Advisor to act as the Senior Advisor Coordinator for a two (2) year term.

4.2. The Senior Advisor Coordinator will make assignments and ensure communication between the Advisors, FCCMA, and ICMA.

4.2.1. The Senior Advisor Coordinator will assign Senior Advisors their cases using geography as one of the factors in each assignment.

4.2.2. In cases when a member requests confidential assistance or counsel per Section 7.8, the Senior Advisor Coordinator need not be notified of the member request.

4.3. The Senior Advisor Coordinator will develop performance criteria for Senior Advisors based on the responsibilities of Senior Advisors as set forth in Section 7 of this policy.

4.4. When a Senior Advisor position becomes vacant, the Coordinator will work with FCCMA staff and the ICMA Coordinator to determine interest and candidates.

5. Senior Advisor Emeritus

5.1. The Board of Directors shall make Senior Advisor Emeritus appointments after considering retiring Senior Advisor (s) who desire continued limited service in the program.

5.2. Emeritus status shall be an indefinite term and shall provide the appointee with a counseling and advising role within the program.

5.3. Senior Advisor Emeritus status may also be conferred upon Senior Advisors within their term if the Board of Directors determines that a Senior Advisor is having difficulty performing regular duties. Such a transition shall be considered following a recommendation of the FCCMA Executive Director in consultation with the Senior Advisor Coordinator and the Senior Advisor.

5.4. The position of Senior Advisor Emeritus may also be conferred by the FCCMA Board of Directors as an appointment to a retiring Senior Advisor who wishes to

Senior Advisor Policy

become an advisor to the Senior Advisor but no longer takes on city/county assignments.

6. Relationship to Staff

- 6.1. The FCCMA Executive Director shall facilitate the activities of the Senior Advisors from requests received by staff or from the Board of Directors.
- 6.2. The Executive Director shall provide, to the Senior Advisors, any necessary materials for the program.
- 6.3. The Executive Director shall encourage all District Directors to invite their Senior Advisor or Senior Advisors close to their district to meet with them at district meetings, area meetings, and training events.
- 6.4. The Executive Director and Senior Advisor Coordinator shall periodically update the FCCMA Board of Directors on the activities of the Senior Advisors. The Executive Director will file quarterly reports with ICMA.
- 6.5. Should questions or concerns arise within the Senior Advisors concerning the program, the issue should be taken to the Executive Committee of the FCCMA Board of Directors.

7. Responsibilities of Senior Advisors

- 7.1. Serve as a volunteer advisor, following retirement from local government in-service employment, to support FCCMA and ICMA members.
- 7.2. Serve at least three hours a month or nine hours a quarter to receive travel reimbursement at conference.
- 7.3. Follow up when alerted to members in crisis and CAOs new to the state.
- 7.4. Make it a point to meet FCCMA and ICMA members within the respective Senior Advisor's service area periodically. Such contact may be a personal visit to the member's office, by telephone, e-mail, at a regional meeting, or at the Annual Conference. Visits to a member's place of employment (office) should be at the member's request.
- 7.5. Maintain membership in ICMA and FCCMA and advocate membership in both organizations to non-members.
- 7.6. Within the respective Senior Advisor's service area, contact all new managers, administrators and when possible assistants, as soon as possible after receiving notice of such appointment.

Senior Advisor Policy

- 7.7. Maintain current knowledge of FCCMA and ICMA programs and services to help members make good use of available resources.
- 7.8. Provide confidential guidance, career, ethics and employment counsel or advice to members, when requested by the member.
- 7.9. Respond to member requests within 48 hours of receipt of the request/message.
- 7.10. When invited, attend district or area manager meetings.
- 7.11. Schedule permitting attend the FCCMA Annual Conference and district or regional trainings. Such interaction and visibility are important.
- 7.12. As a member of FCCMA and ICMA, comply with the ICMA Code of Ethics.
Uphold the high standards as embodied in the ICMA Code of Ethics. The primary mission of Senior Advisors is to serve colleagues and to represent the profession. Senior Advisors should avoid participating in elections at the local level and should avoid taking a stance on controversial issues unless they act in concert with the state sponsor. Before participating in any political activity at the local or state level, Senior Advisors should consult with state sponsor leadership to seek their guidance and permission to proceed.
- 7.13. Be sensitive to the appearance of conflict of interest in considering part-time consulting jobs. Consult Section 9 of this Policy for permissible consulting activities and contact the state sponsor for guidance.
- 7.14. Contact Members-in-Transition (MITs) monthly to assist with guidance, resources and direction as they seek a new public sector position.
- 7.15. Submit quarterly activity reports to the FCCMA Executive Director, which will also be shared with ICMA's Senior Advisor Coordinator. The activity reports are due each January 15, April 15, July 15 and October 15. As an option, monthly activity reports may be submitted, if more convenient to the Senior Advisor.
- 7.16. Respond to requests for support from officers of regional manager groups.
- 7.17. Provide assistance to cities and counties with the council/manager form of government.
- 7.18. Provide assistance to cities, counties and civic groups regarding the adoption or retention of the council/manager form of government.
- 7.19. Senior Advisor involvement in placement work for a local jurisdiction should be the

Senior Advisor Policy

exception, rather than the rule, as the main focus of the Senior Advisor Program is membership support and advocacy of the council/manager form. Upon request by the governing body of the jurisdiction, and upon verification of a manager/administrator vacancy, provide guidance and assistance. Generally, placement work is best handled by a search firm or by the jurisdiction on their own, especially in cases where there are divided governing bodies or there are complex local issues. In cases where a jurisdiction lacks resources, meets the population limits (cities, towns or villages with a population of 10,000 or less, and counties with a population of 50,000 or less) and seeks the assistance of the Senior Advisor Program in a placement process for the Chief Administrative Officer (CAO), basic guidelines are presented in 7.19.1.

Prior to any conversation with a city or county official and commitment for assistance, the Senior Advisor Coordinator shall determine if a Senior Advisor is available to assist the local jurisdiction in the search and if Senior Advisor involvement will enhance or benefit the council-manager form of government in the city or county. Prior to making a decision on providing services, the Coordinator, or the Senior Advisor upon request of the Coordinator, will evaluate the request to determine if the city or county meets the population criteria, evaluate the government's financial situation and review the number of managers/administrators who have held the position within the past 10 years. If possible, they will speak with the past managers in order to understand the political situation in the community and the reason for their departure. The Coordinator will then decide if assistance will be provided to that city or county by the Senior Advisor.

The Coordinator or Advisor shall advise the governing body they would be responsible for paying all travel-related expenses of the Senior Advisor(s) assigned to them. Travel-related expenses include mileage, food and lodging. Mileage will be paid at the prescribed IRS rate. If an overnight stay is required, the city or county shall make hotel reservations and pay the hotel directly. Food expenses can be paid to the Senior Advisor at the governmental entity's out of city/county per diem rate or by receipt for actual meal expense.

7.19.1. Senior Advisor placement assistance to a local jurisdiction may include some or all

Senior Advisor Policy

of these items:

- 7.19.1.1. In cases where extenuating circumstances exist, municipal and county jurisdictions with populations larger than the limits above may be considered for Senior Advisor placement assistance including all or some of the items listed in 7.19.1.1 through 7.19.1.9 if authorized by the FCCMA Executive Director in consultation with the Senior Advisor Coordinator.
- 7.19.1.2. Discussing the placement process with elected officials at public meetings. This includes the option for a jurisdiction to use a search firm (no population limitation).
- 7.19.1.3. Providing information to the local governing body on the benefits of seeking an experienced public manager or assistant, preferably an ICMA member (no population limitation).
- 7.19.1.4. Working with the local governing body on determining position requirements, KSA's (Knowledge, Skills, Abilities) and compensation.
- 7.19.1.5. Working with the jurisdiction to prepare a position summary and advertisement based on local charter or code provisions.
- 7.19.1.6. Review resumes and application materials and assist the local jurisdiction in developing a list of those applicants meeting the requirements set forth by the governing body. Note: if more than one Senior Advisor is involved with the application review process, the Senior Advisors should be aware of any restrictions in state law that might prohibit discussion outside the public meeting.
- 7.19.1.7. Assist the local governing body in developing the interview process.
- 7.19.1.8. At the request of the governing body, facilitate the selection of the finalists for interview. The local governing body is solely responsible for selection of finalists for interview purposes. This should be done in accordance with applicable state or local laws regarding open meetings.
- 7.19.1.9. Assist the local governing body at the interview process but not participate in the actual interview.

7.19.2. Senior Advisor placement assistance to a local jurisdiction shall not include:

Senior Advisor Policy

- 7.19.2.1. Performance of background checks on candidates.
- 7.19.2.2. Involvement in the selection of the candidate by the governing body.
- 7.19.2.3. An offer to serve as or accept permanent appointment as chief administrative officer if involved with a placement project for jurisdiction.
- 7.19.2.4. Involvement in negotiation of terms of employment for the selected candidate.
- 7.20. Upon request by the governing body of the jurisdiction and upon verification of a manager vacancy, provide assistance in finding an interim manager (CAO) and provide the governing body with an overview of the search process and timeline for hiring a permanent CAO. There are no population limitations for interim CAO placement assistance.
- 7.21. Provide FCCMA and ICMA membership recruitment support as needed and appropriate.
- 7.22. Assist in recognizing retiring or departing city or county managers/administrators, and when possible, assistants who are FCCMA and/or ICMA members.
- 7.23. It is critical for Senior Advisors to maintain relationships and knowledge of professional management through activities such as regular attendance at state and regional meetings and, when possible, the ICMA conference; through reading and education via tools like ICMA webinars; all of the resources on the ICMA and FCCMA website and the Knowledge Network; and through their outreach and interaction with members.
- 7.24. As Members of FCCMA, Senior Advisors must meet the annual ethics training and other requirements as established by the Board of Directors.
- 8. Senior Advisor Expenses
 - 8.1. Each year, the FCCMA Board of Directors shall approve an annual budget for the Senior Advisor Program.
 - 8.2. Eligible Expenses for (Senior Advisors and Senior Advisor Emeritus, who may be called on for assistance for a specific project).
 - 8.2.1. Mileage (at the current IRS rate) and receipt reimbursement for expenses as submitted.
 - 8.2.2. Postage, copy work, supplies and expenses incidental to the Senior Advisor

Senior Advisor Policy

Program.

- 8.2.3. That portion of cellular data package costs attributable to Senior Advisor services.

8.3. Complimentary Considerations

- 8.3.1. ICMA conference registrations for Senior Advisors (one per year) are waived by ICMA for the ICMA Annual Conference.
- 8.3.2. At the FCCMA Annual Conference and Winter Institute, Senior Advisor and Senior Advisor Emeritus registration and lodging are waived; mileage is reimbursable. Meals are reimbursed only if FCCMA does not provide a group meal as part of the registration at the event. If Senior Advisors attend onsite trainings and meetings of local manager groups (i.e., Polk County Managers), their meals, registration fees and mileage are reimbursable.
- 8.3.3. Certain materials, including Association directories, shall be transmitted to all Senior Advisors annually.
- 8.3.4. The ICMA publications, catalogs and brochures shall be available to Senior Advisors in accordance with ICMA policy.

8.4. Expense Reimbursement

- 8.4.1. The FCCMA staff shall review and approve Senior Advisor expenses and authorize payment of the approved expenses from the FCCMA treasury.
- 8.4.2. Senior Advisors shall use the expense reimbursement form provided by FCCMA.
- 8.4.3. Expense reimbursements from Senior Advisors must be submitted on a monthly basis.
- 8.4.4. The FCCMA Executive Director shall have the Senior Advisor reports and requests for expense reimbursements sent to ICMA.

9. Outside Activities

- 9.1. Senior Advisors may engage in outside teaching, consulting with state agencies, or consulting with local units of government.
- 9.2. Senior Advisors, as retired professional administrators, possess skills that may be marketable after leaving full-time employment. This marketability can contribute significantly to the good of the profession, and it can offer opportunities for the

Senior Advisor Policy

- Senior Advisor to benefit from gainful employment and to pursue professional interests. The Senior Advisor Program recognizes such marketability and its opportunities. However, assumption of a Senior Advisor position includes an obligation to commit a minimum level of time and availability to the program and to conform to ethical standards as embodied in ICMA's Code of Ethics, Tenets 1 and 3.
- 9.3. Prior to a Senior Advisor accepting any consulting work with any unit of local government recognized by ICMA, or within Florida, the Senior Advisor shall notify the ICMA Senior Advisor Coordinator and the FCCMA Executive Director.
 - 9.4. Senior Advisors may engage in part-time consulting or comparable professional service. They may also engage in teaching or consulting.
 - 9.5. Any consulting or other activity should be part-time, intermittent, or on a short-term basis to permit the Senior Advisor to carry out active and responsive program responsibilities. Should a paid engagement limit or become limiting to the performance of Senior Advisor duties, the individual should balance the engagement against resigning as a Senior Advisor so as not to impair the program.
 - 9.6. Senior Advisors may be employed by a consulting firm on a part-time basis or as independent contractor if the focus of the work is on providing technical expertise on individual projects and there is no responsibility for soliciting business or for client development/maintenance for purposes of future business.
 - 9.7. When consulting or comparable professional services are provided to a local government for compensation, the services should not include those provided under the Senior Advisor Program. Such an engagement should be by invitation of the local government in contrast to solicitation by the Senior Advisor.
 - 9.8. A Senior Advisor may engage in interim management positions, but only upon requesting a temporary leave of absence from the program for the duration of the interim post. However, the Senior Advisor should be mindful of allowing qualified MIT candidates priority for interim management assignments. Any interim management position must be authorized by the Senior Advisor Coordinator and Executive Director prior to acceptance by the Senior Advisor. Upon completion of the post, the Senior Advisor will ask the FCCMA Board of Directors to be reinstated as a Senior Advisor.

Senior Advisor Policy

- 9.9. An annual review of Senior Advisors with outside consulting work will be conducted by FCCMA to assess whether there are any perceived conflicts and whether adequate time is available to serve members with Senior Advisor services.
- 9.10. When a Senior Advisor is unclear about how these guidelines apply to a particular situation, the Senior Advisor should contact the FCCMA Executive Director, FCCMA Senior Advisor Program Coordinator or the Senior Advisor Program Coordinator at ICMA for guidance.



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Debbie Hime, Special Projects Coordinator

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Special Event, Park and Film Permits Discussion

Explanation: When the COVID-19 pandemic shut down all outside activities, Staff was directed by the former Town Manager to cease issuing special event and park use permits until further notice. Since last April, whenever the Town received inquiries regarding special event and park use permits, staff was advising applicants that the Town is not issuing park use or special event permits. However, around the holidays, staff received inquiries for two annual special events, and brought those requests to the Commission for consideration. The Commission approved the two annual Special Events — the Hanukah event and Farmers Market in December, and the 2nd year of the A1A Marathon in January, with each having their COVID Event Guidelines approved by the Town and County.

The Town is beginning to receive more inquiries, including one (annual) Special Event Application for a morning beach event, which the County has already approved. Accordingly, the Special Projects Coordinator has taken the following approach:

Advising **Special Event Permit** applicants to request County approval or direction before submitting the event for consideration to the Commission, and each applicant to sign Town's COVID Agreement.

Advising **Park Use Permit** inquiries for weddings that no more than 10 people may gather. The Town does not require a permit for weddings with less than 25 people in attendance.

Accepting County-coordinated **Film Permit** requests if they include social distancing guidelines. (Each Broward County municipality has an ILA with the County to coordinate film permits). The Town also requires each applicant to sign the Town's COVID Agreement.

This approach is based on regulations and guidelines contained in the Broward County Comprehensive Emergency Order ("**CEO**") for events and gatherings (**Exhibit 1**). Staff has been referencing the following areas in the County's CEO.

CHAPTER 5 (Page 11): LIMITS ON GATHERINGS

Section 5.B. (Page 12): 10-Person Limit on Size of Gatherings Unless expressly permitted in this Chapter 5 or otherwise expressly permitted in the CEO, gatherings of more than 10 people are strictly prohibited.

Section 5.D.2. (Page 13): Outdoor Open-Air Special Events Outdoor open-air events that are not otherwise permitted may operate pursuant to an approved reopening or operating plan submitted by the Establishment hosting or organizing the event to reopening@broward.org. The proposed reopening or operating plan must include, without limitation, appropriate operational safeguards, attendance limits such as persons per square foot, sanitation procedures, facial covering requirements, and staffing/security. The proposed reopening or operating plan must be approved in writing by the Broward County Administrator before the event can take place. Chapter 18 B Parks and Recreational Facilities Outside of Parks

CHAPTER 18. Page 31 PARKS, AND RECREATIONAL FACILITIES OUTSIDE OF PARKS

Section 18.B. (Page 32) Operating Requirements (1) Except as otherwise expressly stated in this Chapter, no groups of more than 10 people may congregate in any area of any Park in Broward County.

Section 18.B.8 (Page 32) Any indoor or outdoor event at a Park in Broward County that has between 11 and 100 people must comply with the requirements of Chapter 5, Chapter 30, and any applicable Specific Use requirements. Indoor events involving more than 100 people are strictly prohibited. Outdoor events involving more than 100 people are prohibited unless conducted pursuant to an operational plan in accordance with Section 5.D.2 of the CEO.

CHAPTER 25 BEACHES

Section 25.A.5 (Page 44) Gatherings are limited as required by Chapter 5 of the CEO.

Section 25.A. 7 (Page 44) Beach weddings and other outdoor events involving up to 100 people (including all attendees) must comply with the requirements of Chapter 5, Chapter 30, and any applicable Specific Use requirements. Outdoor events involving more than 100 people (including all attendees) are prohibited unless conducted pursuant to an operational plan in accordance with Section 5.D.2 of the CEO. This provision does not apply to Organized Sporting events. Organized Sports are subject to Section 25.A.8.

CHAPTER 30 (Page 58) FUNCTION SPACES

Ballrooms, banquet halls, catering halls, and other Establishments operating Function Spaces (indoor and outdoor) must comply with all applicable requirements of this CEO, including this Chapter 30, and applicable CDC Guidelines.

Section 30.A. (Page 58) Capacity Requirements

(1) Function Spaces may operate at the greater of (a) up to 50% maximum capacity, or (b) 100 -person maximum, except as provided in subsection (2) below.

(2) Function Spaces licensed to serve food may operate in compliance with the capacity requirements of Chapter 12 (All Establishments Serving Food or Alcohol).

Based on the definition of Establishment set forth in the CEO, these regulations would apply to the Town events held on Town property.

Due to the influx in inquiries for special events, the Interim Town Manager has asked that staff review the Town's current practice **(Exhibit 2)** regarding the issuance of these types of permits and recommend changes to the current policies, if they believe they are necessary and warranted.

Recommendation: After review and consideration, Staff recommends that current practice for issuing Special Event, Weddings and Film Permit requests be amended as follows:

- Special Event Applications: Town Staff will accept the applications and complete the necessary reviews following our established process of final approval being the Commission's that is based on the Town Code regarding special events and the CEO, with prior approval from the County if necessary.
- Weddings: Remain within our standard pre-Covid practice of approving beach weddings of no more than 40 persons and recommending any larger weddings contact a local hotel for the event. (County guidelines of no more than 100 people for outdoor weddings with the requirement that they follow the regulations and guidelines contained in the CEO, as may be amended or superseded, and any other applicable regulations. The Town does not require permits for weddings of 25 people or less.
- Film Permits: Continue accepting County-coordinated Film Permit requests

All requests would be required to sign the Town's COVID Agreement **(Exhibit 3)**.

Attachments:

Exhibit 1 – Broward County Comprehensive Emergency Order

Exhibit 2 – Resolution 2017-41- Events, Permits and Fees

Exhibit 3 – Town COVID Agreement

COVID-19 Comprehensive Emergency Order (CEO)

Chapter 1. GENERAL	6
Chapter 2. DEFINITIONS	6
Chapter 3. FACIAL COVERINGS	7
<i>Section 3.A. Facial Coverings Required</i>	<i>7</i>
Section 3.A.1. When Away from Home and Social Distancing Cannot Be Consistently Maintained	7
Section 3.A.2. While at an Amenity	8
Section 3.A.3. While at an Establishment Other Than an Amenity	8
Section 3.A.4. Workers in Any Establishment	8
Section 3.A.5. Common Areas in Multi-Family Housing	8
Section 3.A.6. As Otherwise Ordered	8
<i>Section 3.B. Exceptions to the Facial Covering Requirements</i>	<i>9</i>
Section 3.B.1. Children Under Two Years of Age	9
Section 3.B.2. Children in Licensed Childcare Facilities	9
Section 3.B.3. Shortest Interval Where Practically Impossible to Receive a Good or Service While Wearing a Facial Covering	9
Section 3.B.4. Disability or Medical Condition	9
Section 3.B.5. Certain Health or Public Safety Officials	10
Section 3.B.6. People Actively Engaged in Exercise	10
Section 3.B.7. People in the Water	10
Section 3.B.8. Solitary Workers	10
Section 3.B.9. Personal Residences and Limited Visitors	10
Chapter 4. SOCIAL DISTANCING	11
Chapter 5. LIMITS ON GATHERINGS	11
<i>Section 5.A. Gatherings in General</i>	<i>11</i>
<i>Section 5.B. 10-Person Limit on Size of Gatherings</i>	<i>12</i>
<i>Section 5.C. Gatherings Limits in or on Residential Property</i>	<i>12</i>
<i>Section 5.D. Exceptions to Gathering Limits</i>	<i>12</i>
Section 5.D.1. Gatherings that Occur as Part of Regular Day-To-Day Activities and Operations of an Establishment	12
Section 5.D.2. Outdoor Open-Air Special Events	13
Chapter 6. CURFEW	13
<i>Section 6.A. Curfew Imposed</i>	<i>13</i>
<i>Section 6.B. Curfew Exceptions</i>	<i>13</i>
Chapter 7. REQUIRED SIGNAGE	13

<i>Section 7.A. Sign Specifications</i>	13
<i>Section 7.B. Required Signs</i>	14
Section 7.B.1. All Establishments Serving Food or Alcohol	14
Section 7.B.2. Most Other Establishments	14
Chapter 8. RESPONSIBILITY FOR COMPLIANCE	15
<i>Section 8.A. Individual Responsibility</i>	15
<i>Section 8.B. Responsibility Regarding Gatherings</i>	15
<i>Section 8.C. Responsibility of Residential Property Residents</i>	15
Section 8.C.1. For Facial Covering Requirements at Solely Residential Property	15
Section 8.C.2. For Facial Covering Requirements at Residential Property also Functioning as an Establishment	16
<i>Section 8.D. Responsibility of Establishments</i>	16
<i>Section 8.E. Commercial Property Responsibility for Signage Requirements</i>	16
Chapter 9. PENALTIES AND ENFORCEMENT	17
<i>Section 9.A. Penalties – Civil and Criminal</i>	17
<i>Section 9.B. Closures of Establishments</i>	17
Section 9.B.1. Warning	17
Section 9.B.2. Closures and Attestation	17
Section 9.B.3. Inspections	18
Section 9.B.4. Subsequent Violations	18
<i>Section 9.C. Authority to Enforce</i>	18
Chapter 10. OPERATIONS OF ESTABLISHMENTS	18
<i>Section 10.A. Establishments Permitted to Operate</i>	18
<i>Section 10.B. Establishments Not Permitted to Operate</i>	19
Chapter 11. ALL ESTABLISHMENTS WITH ON-SITE OPERATIONS	19
<i>Section 11.A. General Business Requirements</i>	19
<i>Section 11.B. Requirements Regarding Employees</i>	20
<i>Section 11.C. Positive Test Results</i>	20
<i>Section 11.D. Business Process Adaptions and Sanitation Requirements</i>	21
Chapter 12. ALL ESTABLISHMENTS SERVING FOOD OR ALCOHOL	21
<i>Section 12.A. Capacity Requirements</i>	22
<i>Section 12.B. Operations Requirements</i>	22
<i>Section 12.C. Sanitation and Safety Requirements</i>	25

Chapter 13. RETAIL ESTABLISHMENTS	26
<i>Section 13.A. Capacity Requirements</i>	26
<i>Section 13.B. Operations Requirements</i>	26
<i>Section 13.C. Sanitation and Safety Requirements</i>	26
Chapter 14. PERSONAL SERVICES	27
<i>Section 14.A. Operational Requirements</i>	27
<i>Section 14.B. Capacity Requirements</i>	27
<i>Section 14.C. Sanitation and Safety Requirements</i>	27
Chapter 15. MOVIE THEATERS, AUDITORIUMS, PLAYHOUSES, CONCERT HALLS, AND PARI-MUTUEL ESTABLISHMENTS	28
<i>Section 15.A. Types of Establishments</i>	28
<i>Section 15.B. Capacity Requirements</i>	28
<i>Section 15.C. Operation Requirements</i>	29
<i>Section 15.D. Sanitation and Safety Requirements</i>	29
Chapter 16. COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS IN HOUSING DEVELOPMENTS	29
<i>Section 16.A. Capacity Requirements</i>	29
<i>Section 16.B. Sanitation and Safety Requirements</i>	30
Chapter 17. MUSEUMS	30
<i>Section 17.A. Capacity Requirements</i>	30
<i>Section 17.B. Sanitation and Safety Requirements</i>	31
Chapter 18. PARKS, AND RECREATIONAL FACILITIES OUTSIDE OF PARKS	31
<i>Section 18.A. Recreational Facilities and Amenities Outside Parks</i>	32
<i>Section 18.B. Operating Requirements</i>	32
Chapter 19. BOATING AND MARINE ACTIVITIES	33
<i>Section 19.A. Marinas, Boat Docks, Ramps, and Other Launching Venues</i>	33
<i>Section 19.B. On-Water Activity</i>	33
<i>Section 19.C. Maximum Persons Based on Capacity of Boats</i>	33
<i>Section 19.D. Fishing Piers</i>	33
<i>Section 19.E. Rental of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards</i>	34
<i>Section 19.F. Charter Vessels</i>	34

<i>Section 19.G. Public Restrooms and Ship Stores</i>	34
Chapter 20. GOLF COURSES	35
<i>Section 20.A. On-Course Facility</i>	35
<i>Section 20.B. Golf Course Preparation</i>	35
<i>Section 20.C. Playing</i>	36
<i>Section 20.D. Food and Beverage</i>	36
Chapter 21. POOL DECKS, POOLS, AND OTHER RESIDENTIAL RECREATIONAL AMENITIES IN HOUSING DEVELOPMENTS	36
Chapter 22. PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS	37
<i>Section 22.A. Capacity Requirements</i>	37
<i>Section 22.B. Sanitation and Safety Requirements</i>	37
Chapter 23. HOTELS, MOTELS, AND COMMERCIAL LODGING ESTABLISHMENTS	38
<i>Section 23.A. Operations Requirements</i>	38
<i>Section 23.B. Check-in/Check-out</i>	38
<i>Section 23.C. Food Services</i>	39
<i>Section 23.D. Amenities</i>	39
<i>Section 23.E. Sanitation and Safety Requirements</i>	40
Chapter 24. COMMERCIAL GYMS AND FITNESS CENTERS	41
<i>Section 24.A. Occupancy and Access</i>	41
<i>Section 24.B. Sanitation and Safety Requirements</i>	41
<i>Section 24.C. Operational Requirements</i>	43
Chapter 25. BEACHES	43
<i>Section 25.A. Beach Restrictions</i>	44
Chapter 26. YOUTH ACTIVITIES AND AFTER-SCHOOL ACTIVITIES	45
<i>Section 26.A. General Requirements</i>	45
<i>Section 26.B. CDC's "Considerations for Youth and After-School Activities"</i>	45
Chapter 27. BOWLING ALLEYS, ARCADES, AND INDOOR AMUSEMENT FACILITIES	54
<i>Section 27.A. Capacity Requirements</i>	54
<i>Section 27.B. Operations Requirements</i>	54

<i>Section 27.C. Sanitation Requirements</i>	54
Chapter 28. SHORT-TERM VACATION RENTALS	55
<i>Section 28.A. Operations Requirements</i>	55
<i>Section 28.B. Check-in/Check-out Requirements</i>	55
<i>Section 28.C. General Business Requirements</i>	55
<i>Section 28.D. Sanitation and Safety Requirements</i>	56
<i>Section 28.E. Occupancy and Use Limitations</i>	56
<i>Section 28.F. Pools and Beaches and other Amenities</i>	57
<i>Section 28.G. Case Notification</i>	57
Chapter 29. NON-PROFESSIONAL ORGANIZED SPORTING EVENTS WITH SPECTATORS	57
<i>Section 29.A. Operational Requirements</i>	57
<i>Section 29.B. Sanitation Requirements</i>	58
Chapter 30. FUNCTION SPACES	58
<i>Section 30.A. Capacity Requirements</i>	58
<i>Section 30.B. Operational Requirements</i>	59
<i>Section 30.C. Sanitation Requirements</i>	60
<i>Section 30.D. Signage Requirements</i>	60
Chapter 31. SCHOOLS	60
<i>Section 31.A. Requirements that Do Not Apply to Schools</i>	60
<i>Section 31.B. Applicable Requirements for Schools</i>	60
Chapter 32. BROWARD COUNTY GOVERNMENTAL MEETINGS	61
<i>Section 32.A. How to Watch and Participate in County Commission Meetings</i>	61
Chapter 33. APPLICABILITY	61

CHAPTER 1. GENERAL

This Comprehensive Emergency Order (“CEO”) states the rules and regulations for Broward County during the local state of emergency that has been in effect since March 10, 2020, due to the coronavirus pandemic (“COVID-19”). This CEO will be maintained by the Broward County Attorney’s Office, available online for public inspection, and updated to reflect any additional orders as may be issued by the Broward County Administrator, so that this CEO will consistently reflect the current rules and regulations that apply in Broward County.

COVID-19 is a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death. On March 1, 2020, the Governor of Florida, Ron DeSantis, declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19. On March 10, 2020, Broward County declared a Local State of Emergency, and on March 13, 2020, President Donald Trump declared a national emergency concerning COVID-19.

CHAPTER 2. DEFINITIONS

Amenity means a park, a pool, a beach, or any portion of multi-family housing property, including pools, community rooms, and athletic courts, primarily used for leisure or entertainment.

CDC Guidelines means the guidance from the U.S. Centers for Disease Control and Prevention that is available at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>, as may be updated from time to time, and any guidance or subpages on that site.

Common area means any area within a multi-housing development shared by the residents that is not an Amenity and is not a resident’s personal residential property. This term includes but is not limited to elevators, hallways, communal kitchens, laundry rooms, and reception areas.

Establishment means any retail, commercial, governmental, charitable, nonprofit, or other business or organization. Amenities are Establishments.

Function Space means an Establishment, or portion of an Establishment, acting as the venue for special events, including conferences, conventions, weddings, receptions, and bar mitzvahs, among others.

Organized Sport means a sport, such as soccer, football, baseball, basketball, softball, boxing, and other recognized sport, that is part of an established athletic league or part of an organized program (municipal or otherwise) and includes training, practice sessions, and games or matches.

School means an entity defined in Section 1003.01(2), Florida Statutes, that operates in Broward County, whether operated by or under the jurisdiction of The School Board of Broward County or operated as a private or religious institution or home education program, and any other academic institution operating in Broward County, such as a trade school or an entity providing post-high school education (including colleges and universities). The term “school” does not include pre-K childcare facilities (which are considered Establishments and subject to the provisions of this CEO applicable to Establishments).

Social Distancing means staying at least 6 feet away (in all directions) from any person from outside your household or family (meaning parents and children). In some instances, this CEO requires that a distance greater than 6 feet be maintained; in those instances, Social Distancing means maintaining at least that greater distance (in all directions).

Specific Use means a particular use or function of all or part of an Establishment that is part of the regular activities or operations of the Establishment. Specific Use does not include special events or activities that are not part of the regular activities or operations of the Establishment.

Visitor means a person entering a household who is not a resident of that household, even if the person is a family member of any of the residents of the household.

CHAPTER 3. FACIAL COVERINGS

Facial coverings (also known as “face masks”) must be worn by all persons in Broward County as set forth herein, unless Section 3.B below provides a specific exception.

Facial coverings must comply with the CDC recommendations located at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>. As explained by the CDC, facial coverings must snugly fit over the person’s **nose and mouth** and should be made of multi-layer cloth or fabric. However, facial coverings may be adapted to accommodate certain groups of people in accordance with CDC recommendations. Plastic facial shields are not considered facial coverings and do **not** meet the facial covering requirements stated in this CEO.

Facial coverings and other disposable personal protective equipment such as masks and gloves must be discarded properly. Littering of facial coverings or other personal protective equipment is prohibited.

Even when facial coverings are worn, [Social Distancing](#) should be maintained to the maximum extent possible.

Where a particular activity falls within more than one provision below, the stricter facial covering requirements apply and govern.

Section 3.A. Facial Coverings Required

Facial coverings are required in many instances, as detailed below. However, even where not required, facial coverings are recommended to be worn at all times when near people who are not members of your household or family.

Section 3.A.1. When Away from Home and Social Distancing Cannot Be Consistently Maintained

All people in Broward County must wear a facial covering any time they are outside their residence if [Social Distancing](#) of at least 6 feet cannot be consistently maintained between persons not of the same household or family. For purposes of this rule, a person’s residence includes their yard and extends to the edge of their residential property.

Example: You are not required to wear a facial covering while inside your own home or in your yard.

Example: You must wear a facial covering while walking on the sidewalk, in a park, on the beach, or visiting a friend, unless you are always at least 6 feet away from everyone not from your household or family.

Section 3.A.2. While at an Amenity

All people must wear facial coverings at all times when visiting or using an [Amenity](#), including while entering, exiting, and otherwise moving around within the [Amenity](#), unless [Social Distancing](#) from everyone not from your same household or family can be maintained **at all times**.

Section 3.A.3. While at an Establishment Other Than an Amenity

All people must wear facial coverings at all times when visiting or using Establishments other than Amenities. This includes while entering, exiting, and otherwise moving around within the [Establishment](#). This rule applies even when [Social Distancing](#) is maintained.

Example: You must wear a facial covering when entering, inside, moving within, or leaving a store, even if no one is within 6 feet of you.

Section 3.A.4. Workers in Any Establishment

All people working at an [Establishment](#) must wear facial coverings while working even when [Social Distancing](#) is also maintained. This requirement applies to all workers, including those involved in preparing, handling, or serving food.

Example: When you are working – for example at a store, a marina, or a restaurant – you must wear a facial covering even if no one is within 6 feet of you.

Section 3.A.5. Common Areas in Multi-Family Housing

All people visiting or using a [Common Area](#) of a multi-family housing development or residential facility, including in the reception area, hallways, and elevators, must wear a facial covering even when [Social Distancing](#) is maintained.

Example: You live in a condominium building and need to use the community laundry room. You must always wear a facial covering after leaving your unit, including while in the hallways, the elevator, and the laundry room, even if no one is within 6 feet of you.

Section 3.A.6. As Otherwise Ordered

Facial coverings are also required to the extent expressly required by any Executive Order of the Governor or this CEO, which may include additional facial covering requirements for [Specific Uses](#) as described in Chapters 11 through 31 below.

Section 3.B. Exceptions to the Facial Covering Requirements

Even when facial coverings are not required under this Chapter 3, individuals are strongly encouraged to wear facial coverings when [Social Distancing](#) between people of different households or families cannot be consistently maintained.

Section 3.B.1. Children Under Two Years of Age

Children under the age of 2 should not wear facial coverings according to [CDC Guidelines](#).

Section 3.B.2. Children in Licensed Childcare Facilities

Any child, regardless of age, while under the custody of a licensed childcare facility, including day care centers, is not required to wear a facial covering.

Section 3.B.3. Shortest Interval Where Practically Impossible to Receive a Good or Service While Wearing a Facial Covering

People are not required to wear a facial covering for the shortest practical period of time that the person's activity makes wearing a facial covering impossible (such as eating, drinking, or while receiving a facial grooming). This exception applies to both [Establishments](#) and to [Visitors](#) in private residences.

Example: When you go to a restaurant, you do not have to wear your facial covering only while you are actively eating or drinking. Facial coverings must be worn at all other times while in the restaurant, including while waiting to be seated, walking to the table, walking to the bathroom, waiting for your food or drink to arrive, and immediately upon finishing your food or drink.

Example: You are going to the spa and will be getting a facial. You do not need to wear a facial covering while receiving the facial, but you must wear a facial covering while you wait for your treatment, once the treatment is concluded, and while you are receiving treatment to a part of your body other than your face.

Section 3.B.4. Disability or Medical Condition

A person with a disability or medical condition that prevents the person from wearing a facial covering, or causes a person to be unable to remove a facial covering without assistance, should not wear a facial covering. However, an [Establishment](#) can refuse entry to a person not wearing a facial covering provided the [Establishment](#) complies with any applicable Americans with Disabilities Act ("ADA") requirements.

Nothing in this Section 3.B.4 imposes any obligation on any [Establishment](#) to permit entry to people not wearing facial coverings.

Example: You wish to purchase groceries from a local store, but you suffer from a health condition that prevents you from wearing a facial covering. The store may choose to accommodate you (for example, by providing curbside delivery) or the store may choose to deny you entry if permitted by the ADA.

Section 3.B.5. Certain Health or Public Safety Officials

Healthcare, public health and safety, fire, electric utility workers, and other life safety personnel, while working in those capacities, are not required to comply with the facial covering requirements of this CEO because their respective agencies or employers determine the applicable personal protective equipment requirements.

Section 3.B.6. People Actively Engaged in Exercise

People are not required to wear a facial covering while actively exercising. Prior to commencing and immediately upon concluding an exercise activity, facial coverings must be worn.

Section 3.B.7. People in the Water

People should not wear a facial covering while swimming or physically in a body of water (such as a pool or the ocean), but they must maintain [Social Distancing](#) of at least 6 feet between people not of the same household or family to the maximum extent reasonably possible.

Section 3.B.8. Solitary Workers

People who are working anywhere other than at a retail [Establishment](#), an [Establishment](#) serving food or alcohol, a personal services [Establishment](#), an indoor amusement facility, or a gym or fitness center, are not required to wear a facial covering when there is no other person of a different household or family within 6 feet.

People who are the only person in a room are not required to wear a facial covering, provided that such room is not a [Common Area](#) or other shared space of the building or office space.

Example: You work at an accounting company in an office building. You do not need to wear a facial covering when you are alone inside your personal office. You also do not have to wear a facial covering, even if outside of your personal office, if no person from outside your household or family is within 6 feet of you, so long as you are not in a Common Area.

Section 3.B.9. Personal Residences and Limited Visitors

Residents never have to wear facial coverings within their personal residential property (indoors or outdoors). When there are no more than four (4) [Visitors](#) at the residential property, [Visitors](#) also do not have to wear facial coverings. If more than four (4) [Visitors](#) are present, then all [Visitors](#) must wear facial coverings if [Visitors](#) cannot consistently maintain 6 feet of [Social Distancing](#) between all [Visitors](#) and people from outside the [Visitors](#)' household.

Example: You decide to have a barbecue in your backyard and invite your friend Jane, her husband, and their son. You do not have to wear a facial covering because you are in your own home. Jane, her husband, and their son also do not have to wear facial coverings because only three Visitors are present.

Example: You invite 7 friends to your house for a backyard barbecue. Your friends must wear facial coverings (because 7 Visitors are present), unless they can consistently maintain 6 feet between themselves and people outside of their own household. You do not need to wear facial coverings because you are on your own residential property.

Even when facial coverings are not required, people are strongly encouraged to wear facial coverings if [Social Distancing](#) between people of different households cannot be consistently maintained.

CHAPTER 4. SOCIAL DISTANCING

[Social Distancing](#) means staying at least 6 feet away (in all directions) from any person who is from outside your household or family in accordance with [CDC Guidelines](#). All people in Broward County must maintain [Social Distancing](#) whenever possible. [Social Distancing](#) is in addition to any other obligations stated in this CEO, including facial covering requirements.

[Social Distancing](#) requirements do not apply to members of the same household or family. As used in this CEO, “members of the same household or family” refers to people who are currently residing in the same home or their parents or children.

Regardless of whether facial coverings are required in a particular situation, [Social Distancing](#) should be maintained to the maximum extent possible.

Example: When waiting in line at a store, stay at least 6 feet away from the people waiting ahead, behind, and to the sides of you.

Example: When walking along a sidewalk or path and passing another person, maintain 6 feet of distance between you and the other person whenever possible.

CHAPTER 5. LIMITS ON GATHERINGS

Section 5.A. Gatherings in General

COVID-19 can spread easily in gatherings, and can be spread by asymptomatic people. The more people present at a gathering, particularly an indoor gathering or a gathering in a confined space, the greater the risk of significant COVID-19 spread. The proper use of facial coverings reduces but does not eliminate the risk of spread. The gathering limits stated below are not intended to

indicate that Broward County believes gatherings of these sizes, particularly indoor gatherings, can be conducted without risk of COVID-19 spread.

All gatherings in Broward County must comply with the applicable requirements of this CEO. Broward County continuously monitors and evaluates the gating and other relevant metrics related to COVID-19 spread. If the metrics are favorable, the County will evaluate increasing the gathering limit size.

Section 5.B. 10-Person Limit on Size of Gatherings

Unless expressly permitted in this Chapter 5 or otherwise expressly permitted in this CEO, gatherings of more than 10 people are strictly prohibited.

Section 5.C. Gatherings Limits in or on Residential Property

Gatherings at a residential property must not exceed 10 people, but members of the household, their parents, and their minor children do not count toward the 10-person limit.

This rule applies equally to all residential property, whether single-family or multi-family, and whether the gathering is indoors or outdoors.

Example: A family of 6 invites 6 friends over for dinner. This is permitted and is not a violation, because the 10-person limit does not count the residents of the household.

Example: A household of 4 college students invites 12 fellow students over to study by the pool. This is not permitted and is a violation.

Example: You hold a birthday party for your son. In attendance will be yourself, your husband, and your son (all residing in the same household), your parents, your husband's parents, your stepson who does not live in the household but is 5 years old, and 10 of your closest friends. Although there are 18 people total at the gathering, the gathering is permitted because after you exclude household members, the parents of the household members, and the minor children of the household members, only 10 other Visitors are in attendance.

Section 5.D. Exceptions to Gathering Limits

The rule in Section 5.B (limiting the size of gatherings) does not apply in the following situations:

Section 5.D.1. Gatherings that Occur as Part of Regular Day-To-Day Activities and Operations of an Establishment

Gatherings that occur in the course of the regular day-to-day activities and operations of an Establishment are subject to the capacity limitations in the applicable [Specific Use](#) requirements (Chapters 11 to 31 below).

Section 5.D.2. Outdoor Open-Air Special Events

Outdoor open-air events that are not otherwise permitted may operate pursuant to an approved reopening or operating plan submitted by the [Establishment](#) hosting or organizing the event to reopening@broward.org. The proposed reopening or operating plan must include, without limitation, appropriate operational safeguards, attendance limits such as persons per square foot, sanitation procedures, facial covering requirements, and staffing/security. The proposed reopening or operating plan must be approved in writing by the Broward County Administrator before the event can take place.

CHAPTER 6. CURFEW

Section 6.A. Curfew Imposed

A countywide curfew is hereby imposed for all of Broward County from **midnight to 5 a.m.** daily starting on Friday, December 25, 2020, and continuing each day through Monday, January 4, 2021, with the following exceptions:

- On Christmas Day, December 25, the curfew will start one hour later and be in effect only from 1 a.m. until 5 a.m. on December 25; and
- On New Year's Day, January 1, the curfew will start one hour later and be in effect only from 1 a.m. until 5 a.m. on January 1.

During the period of such curfew, no person shall make use of any street or sidewalk in Broward County for any purpose, except as stated immediately below.

Section 6.B. Curfew Exceptions

The curfew shall not apply to active-duty police, fire rescue, and first responders; news media; delivery and transportation drivers; government employees and government officials; persons seeking emergency medical care; medical, health care, and utility service personnel; persons going from their homes directly to their place of employment or returning directly to their homes from their place of employment; persons walking their dogs or other pets within two hundred and fifty feet (250) feet of their residences; persons traveling to/from any professional sporting event; persons traveling directly between their homes and an airport or seaport in connection with commercial air or sea travel or returning to their homes after one-way vehicular travel of more than 100 miles; or persons traveling to/from any religious service.

CHAPTER 7. REQUIRED SIGNAGE

All [Establishments](#) that conduct in-person transactions with the public, other than parks and beaches, must conspicuously display the signage required by this Chapter 7 as follows:

Section 7.A. Sign Specifications

All signage required by this Chapter 7 must comply with the following guidelines:

- (1) Placed conspicuously for easy visibility throughout the [Establishment](#), including at all entry points (including entry between outdoor and indoor portions of the [Establishment](#));

- (2) Each sign (including each language version of each sign) must be at least 8.5” x 11” in size and printed in color (unless impracticable); and
- (3) Posted in at least English, Creole, and Spanish language versions at the main entry point(s).

Section 7.B. Required Signs

All signs required by this Chapter 7 are available for high-resolution download at www.broward.org/CoronaVirus/Pages/EmergencyOrders.aspx.

Section 7.B.1. All Establishments Serving Food or Alcohol

All [Establishments](#) that serve food or alcohol must display the following:

- (1) Signage that is designated as “Restaurants and Food Establishments Required Signage.”
 - (a) English: <https://www.broward.org/CoronaVirus/Documents/COVID19-RestaurantSignage8x11-PI202074848.pdf>
 - (b) Spanish: <https://www.broward.org/CoronaVirus/Documents/COVID19-SpanishRestaurant.pdf>
 - (c) Creole: <https://www.broward.org/CoronaVirus/Documents/COVID19-Creole%20RT.pdf>
- (2) Signage to “Stop the Spread” and to exercise social responsibility (see <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs.pdf>).

Section 7.B.2. Most Other Establishments

All [Establishments](#) that conduct in-person transactions with the public, except for parks, beaches, and [Establishments](#) that serve food or alcohol ([Establishments](#) serving food or alcohol must comply with the signage requirements in Section 7.B.1 above), must display the following:

- (1) Signage that is designated as “All Commercial Establishments Required Signage.”
 - (a) English: <https://www.broward.org/CoronaVirus/Documents/COVID19-RetailSignage.pdf>
 - (b) Spanish: <https://www.broward.org/CoronaVirus/Documents/COVID19-Spanish-Retail.pdf>
 - (c) Creole: <https://www.broward.org/CoronaVirus/Documents/COVID19-Creole%20Retail.pdf>
- (2) Signage to “Stop the Spread” and to exercise social responsibility (see <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs.pdf>).

CHAPTER 8. RESPONSIBILITY FOR COMPLIANCE

Section 8.A. Individual Responsibility

Everyone should act responsibly to prevent further spread of COVID-19. People must practice [Social Distancing](#) and wear facial coverings whenever required by this CEO. Even when not expressly required by this CEO, people should take every measure to protect themselves and others from COVID-19, including practicing [Social Distancing](#) and wearing facial coverings whenever they are around people from outside their household or family.

Any person who tests positive for COVID-19, or who is experiencing symptoms associated with COVID-19 such as fever, cough, or shortness of breath (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> for a list of possible symptoms), should self-isolate to the greatest extent possible and avoid contact with any other person. People who are, or may be, COVID-19 positive and people who are experiencing symptoms or are otherwise contagious should avoid visiting [Establishments](#) (including [Amenities](#)) except when medically necessary. Such people who live in close proximity to other people, whether in shared housing or multi-family housing developments, should also avoid use of [Common Areas](#) such as shared kitchens, laundry rooms, or recreational facilities.

Section 8.B. Responsibility Regarding Gatherings

Any person at any gathering in violation of the limitations in Chapter 5 of this CEO is individually liable for the violation and subject to all applicable civil and criminal penalties. Additionally, the owners, operators, and landlords of residential or commercial property are individually liable for any prohibited gathering that occurs on their property, regardless of whether such owners, operators, or landlords are in the residence or on site at the time of the violation. However, owners and landlords of a residential property that is under a lease with a contract term of 6 months or longer are not individually liable under this provision for gatherings taking place at the leased property.

Example: You are a residential property landlord and just entered into a lease agreement for one year. Your tenant decides to have a housewarming party and invite 30 of her closest friends. You are not liable for her actions because you are a residential property landlord with a lease term of at least 6 months. (If the lease were for a term of less than 6 months, then you could have been held liable.) Regardless of the length of the lease, your tenant and each of the 30 guests can be held liable for violating this CEO.

Section 8.C. Responsibility of Residential Property Residents

Section 8.C.1. For Facial Covering Requirements at Solely Residential Property

Residents of residential property are not individually liable for violations of the facial covering requirements by [Visitors](#), unless the residence is also functioning as an [Establishment](#).

Example: If you have a Visitor at your home who refuses to wear a required facial covering, the Visitor can be cited for violating the facial covering requirements, but you are not responsible for the Visitor's violation.

Section 8.C.2. For Facial Covering Requirements at Residential Property also Functioning as an Establishment

If the residence also functions as an [Establishment](#) that conducts in-person transactions with the public (such as a home-based business), the residential property is considered an [Establishment](#) during the times that in-person transactions are conducted and must ensure all people comply with all requirements of this CEO during all such times.

Example: You run an accounting business from your home. Any time you have customers at your home, you are responsible for ensuring compliance with the facial covering requirement by you and your customers.

Section 8.D. Responsibility of Establishments

All [Establishments](#) must ensure the employees and patrons of the [Establishment](#) comply with the requirements of this CEO, including the signage requirements, the facial covering requirements, and all the applicable [Specific Use](#) requirements.

All [Establishments](#) are responsible for ensuring all employees and patrons of their [Establishment](#) comply with the facial covering requirements of this CEO. No [Establishment](#) shall serve or transact business with any person or patron who is not complying with the facial covering requirements of this CEO.

Section 8.E. Commercial Property Responsibility for Signage Requirements

In addition to the responsibility of each individual [Establishment](#) to comply with the signage requirements of Chapter 7, owners, operators, and landlords of commercial property at which any restaurant or food [Establishment](#) is located must ensure compliance with the signage requirements stated in Chapter 7 specifically for restaurants or food [Establishments](#) operating on the property. Such owners, operators, and landlords must also ensure the required signage is conspicuously posted in any common areas of the property such as the main entrances, food courts, and hallways.

Example: At a large office building that has a restaurant entrance on the ground level, the building management must ensure the required signage is posted by the restaurant as required by Chapter 7, and the building management must post the required signage at the entrance to the office building.

CHAPTER 9. PENALTIES AND ENFORCEMENT

Section 9.A. Penalties – Civil and Criminal

Failure to comply with any of the requirements set forth in this CEO by any person or any [Establishment](#) is subject to enforcement by law enforcement, code enforcement officers, and any other personnel as provided under Florida law or the Broward County Code of Ordinances. Enforcement may be criminal and/or civil and may include misdemeanor charges with fines not to exceed \$500 per violation, imprisonment not to exceed 60 days, or both, or civil fines of up to \$1,000 per day per violation or fines of up to \$15,000 per violation for a knowing violation that is irreparable or irreversible in nature.

The collection of fines and penalties against individuals is currently suspended per Florida Governor Ron DeSantis' Executive Order 20-244, but citations will continue to be issued against individuals, and fines and penalties assessed against individuals may be collected upon expiration of the Governor's Executive Order.

Example: If Juan fails to wear a required facial covering, he can be civilly fined \$1,000, or charged with a misdemeanor and required to pay a criminal fine of \$500 and spend 60 days in jail. Juan could be fined up to \$15,000 for a knowing violation.

Example: If Bob's Bowling is cited for allowing patrons to bowl without wearing facial coverings, Bob's Bowling can be cited and issued a fine of \$1,000. If thereafter, Bob's Bowling again allows patrons to bowl without facial coverings, Bob's Bowling may be cited and fined up to \$15,000 for the second violation because it is knowing and irreparable/irreversible.

Section 9.B. Closures of Establishments

Section 9.B.1. Warning

[Establishments](#) operating in violation of this CEO will first receive a warning; but if a violation is irreparable or irreversible in nature, a citation may be immediately issued without a warning being first issued and the establishment must then close as provided in Section 9.B.2 below.

Section 9.B.2. Closures and Attestation

If, following receipt of a warning or a citation for any violation of this CEO, an [Establishment](#) operates in violation of any provision of this CEO, the [Establishment](#) will be cited for violating this CEO and must close immediately. Such [Establishment](#) may reopen only after:

- (1) A minimum of a twenty-four (24) hour period during which the [Establishment](#) must conduct a thorough review of this CEO and take all necessary measures to bring the [Establishment](#) into compliance with the requirements of this CEO;

(2) Submitting to reopening@broward.org a fully executed attestation under penalty of perjury by the owner, general manager, or chief executive officer of the [Establishment](#) in the form located at www.broward.org/CoronaVirus/Documents/AttestationForm.pdf; and

(3) Receipt of County's written acknowledgment of a valid executed attestation form.

Any reopening in violation of this Chapter 9, including reopening before the County acknowledges in writing its receipt of a valid executed attestation form, is a separate violation. The [Establishment](#) may be cited for each day it operates without complying with the requirements of this Section 9.B.2.

Section 9.B.3. Inspections

Any [Establishment](#) that receives a citation and is closed pursuant to Section 9.B.2 above must, within five (5) calendar days after reopening, submit to inspection by local code enforcement or law enforcement authorities to confirm the violation has been corrected.

Section 9.B.4. Subsequent Violations

If an [Establishment](#) is cited on more than one occasion, the required minimum closure period for each subsequent violation shall be extended by an additional seventy-two (72) hours (for example, first citation, minimum 24 hour closure; second citation, minimum 96 hour closure; third citation, minimum 168 hour closure; fourth citation, minimum 240 hour closure; etc.).

If multiple closure periods are imposed due to repeat violations, the required time periods for closure will run consecutively, not simultaneously. Repeat violations by the [Establishment](#) cited by the applicable code enforcement or law enforcement authority will be presumed to be a knowing violation subject to a fine of up to fifteen thousand dollars (\$15,000).

Example: Rocio's Workout World is cited for not enforcing the facial covering requirements. This first-time violation requires it to close for 24 hours. Then Rocio's Workout World is cited a second time for not enforcing the social distancing requirements. This time the gym must close for an additional 72 hours, for a total of 96 hours. Each violation can also be cited for up to \$1,000 in fines (or \$15,000 for a knowing violation).

Section 9.C. Authority to Enforce

As permitted by any Florida Executive Order or applicable law, the Broward County Sheriff's Office, municipal law enforcement agencies, County and municipal code enforcement officers, and any other personnel as provided for in the Florida Statutes or the Broward County Code of Ordinances, may enforce the provisions of this CEO against any person or entity violating any provision of this CEO. The enforcement shall either be as a civil violation or as a criminal violation.

CHAPTER 10. OPERATIONS OF ESTABLISHMENTS

Section 10.A. Establishments Permitted to Operate

As required by Governor DeSantis' Executive Order 20-244, every [Establishment](#) in Broward County may open, provided the [Establishment](#) operates in full compliance with all applicable requirements of this CEO, including the following:

- (1) The facial covering requirements of Chapter 3 above;
- (2) The *General Requirements for All Establishments* set forth in Chapter 11 below; and
- (3) The applicable [Specific Use](#) requirements in Chapters 11 through 31 below. An [Establishment](#) may have more than one [Specific Use](#) that it is operating within the Establishment, and each area of the [Establishment](#) that has a [Specific Use](#) must comply with the applicable requirements for that [Specific Use](#).

Example: A hotel may have a spa, a restaurant, and a gym, each of which are Specific Uses. The hotel must comply with the Specific Use requirements for hotels (Chapter 23); the hotel spa must comply with the Specific Use requirements for personal services (Chapter 14); the hotel restaurants must comply with the Specific Use requirements for Establishments Serving Food or Alcohol (Chapter 12); and the hotel gym must comply with the Specific Use requirements for gyms and fitness centers (Chapter 24).

By operating within Broward County, the owner or operator of each such [Establishment](#) consents to the entry of County and municipal law enforcement and code enforcement personnel into areas on the [Establishment's](#) property that are open to the public for the sole purpose of inspection to ensure compliance with this CEO and any applicable Broward County Emergency Order or Executive Order of the Governor.

Section 10.B. Establishments Not Permitted to Operate

[Reserved]

CHAPTER 11. ALL ESTABLISHMENTS WITH ON-SITE OPERATIONS

The following requirements apply only to those [Establishments](#) that have on-site operations involving in-person interactions, including in-person interactions between employees, with vendors or contractors, or with members of the public.

Each [Establishment](#) with on-site operations involving in-person interactions must comply with each of the requirements stated below.

Section 11.A. General Business Requirements

- (1) Ensure compliance with the [CDC Guidelines](#).
- (2) Ensure that employees, customers, and visitors comply with the facial covering requirements.
- (3) Ensure that employees, customers, and visitors practice [Social Distancing](#) to the maximum extent possible, even when facial coverings are worn, including by visually marking required separation distances (6 feet apart) for areas where there is any potential for people

to congregate, such as in elevators, aisles, food counters, or lines to enter, check-in, or receive services or purchase goods.

- (4) Communicate clearly all plans and policies regarding personal protective equipment, [Social Distancing](#), and employee health monitoring to staff, customers, vendors, partners, and other interested parties. Take the time to answer any questions and concerns.

Section 11.B. Requirements Regarding Employees

- (1) Whenever feasible, allow employees to telework or establish a rotation or staggered schedule to reduce the number of employees working on site. Where telework is not possible, consider how the current workspace can be reconfigured by installing physical barriers, placing visual markers, and implementing other measures that allow for [Social Distancing](#).
- (2) To the extent possible, implement flexible sick leave policies and reiterate existing sick time and paid time-off policies to discourage employees from coming to work if they feel ill.
- (3) Develop a plan for monitoring employees' health, with a particular focus on COVID-19 symptoms, with the goal of preventing ill employees from working.
- (4) Limit the number of employees simultaneously using employee common areas like breakrooms to ensure [Social Distancing](#) of at least 6 feet between employees. If not possible, consider closing common areas.
- (5) Enforce the CDC's health and safety guidelines when employees return to work. Provide employee training on safety measures, including proper use of personal protective equipment and [Social Distancing](#).

Section 11.C. Positive Test Results

- (1) Establish contingency plans for the handling of a positive case of COVID-19 in the workplace. OSHA's guidelines give specific steps on how to manage and isolate employees displaying COVID-19 symptoms (<https://www.osha.gov/Publications/OSHA3990.pdf>).
- (2) In addition to any action stated in the established contingency plans, in the event of a positive COVID-19 test result for any on-site employee or contractor:
 - (a) Immediately report the result to the Florida Department of Health at COVID hotline (866) 779-6121 or COVID-19@flhealth.gov;
 - (b) Immediately close the affected units/sections of the [Establishment](#) for the time necessary to conduct a deep cleaning and sanitation of the affected portions of the [Establishment](#) as required by this section; and

- (c) Conduct a deep cleaning and sanitization of the affected portions and all common areas of the [Establishment](#) per [CDC Guidelines](#) and consistent with any applicable guidance from the Florida Department of Health. All of the foregoing must be completed before reopening.
- (3) Develop or update an employee contact system (e.g., phone tree, social media, texting) so all staff can be reached quickly if there is a workplace COVID-19 exposure.

Section 11.D. Business Process Adaptions and Sanitation Requirements

- (1) Clean and disinfect all bathrooms regularly throughout the day.
- (2) Limit capacity of elevators and place proper markers in such elevators to ensure [Social Distancing](#).
- (3) Remove all magazines and other frequently shared items from waiting rooms.
- (4) Deep clean the [Establishment](#) at least once every twenty-four (24) hours.
- (5) Regularly conduct enhanced sanitization of all common areas and high-contact touchpoints such as doors, stairwells, handles, light switches, elevator switches, etc.
- (6) Provide hand-sanitizing stations or supplies throughout the workplace.
- (7) All staff, customers, vendors, partners, and other persons entering the [Establishment](#) should immediately sanitize their hands upon entrance and should be encouraged to continue to sanitize hands routinely, and as otherwise required, throughout their time in the [Establishment](#).
- (8) Any [Establishment](#) that has equipment for the use of the public (for example, golf clubs or go karts at recreational businesses, or shopping carts or baskets at grocery stores) must ensure that staff monitors such use and must implement sanitization protocols to fully disinfect these items prior to each new customer use.
- (9) HVAC air filters should be cleaned or replaced at least monthly to maximize clean air.
- (10) Discourage car valet parking.
- (11) Set up self-checkout lines and contactless payments, if applicable and practical. Avoid cash transactions as much as possible.

Chapter 12. ALL ESTABLISHMENTS SERVING FOOD OR ALCOHOL

All Establishments that serve food and/or alcohol must comply with this CEO, including this Chapter 12, and the applicable [CDC Guidelines](#).

Section 12.A. Capacity Requirements

- (1) [Establishments](#) licensed to serve food may operate with an indoor occupancy of up to 100% of the maximum indoor occupancy **if** the [Establishment](#): (a) maintains 6 feet of distance between occupied tables at all times; (b) limits parties to no more than 6 people at a table at any one time (or no more than 10 people, if all those people are part of the same family or reside in the same household); and (c) ensures that people wear facial coverings at all times except when actively eating or drinking. Distancing requirements and table occupancy requirements do not apply to the extent they would preclude the [Establishment](#) from operating at an occupancy of at least 50% of their maximum indoor capacity, but [Social Distancing](#) should be maintained to the maximum extent possible.
- (2) [Establishments](#) that are not licensed to serve food must operate with an indoor occupancy of no more than 50% of the [Establishment's](#) indoor capacity.
- (3) Total combined occupancy of indoor and outdoor areas ("outdoor areas" means areas with exclusively open-air customer seating) shall not exceed existing total maximum occupancy (100%) for the [Establishment](#). Nothing in this section precludes any municipality from modifying municipal regulations regarding outdoor seating capacity restrictions.
- (4) In determining the number of people in the indoor or outdoor areas for occupancy limitations, employees of the [Establishment](#) are not included.
- (5) Except as exempted pursuant to Section 12.A.1, there must be at least 6 feet of distance between occupied tables at all times. Parties must be limited to no more than 6 people at a table at any one time (or 10 people, if all people are from the same family or reside in the same household). ("Parties" refers to all people at a table.)
- (6) No more than 10 people may congregate at or near any [Establishment](#) subject to this Chapter 12 (e.g., at the entrance, exit, waiting area, or near restrooms), including food trucks, at any time. Any person in line must maintain at least 6 feet between people not of the same group. If more than 10 people are congregated around multiple food trucks, the food trucks must be separated by at least 50 yards.

Section 12.B. Operations Requirements

- (1) On-premises sale, service, and consumption of food and/or alcohol is prohibited between **midnight** and **5 a.m.** This subsection does not limit or prohibit operations other than on-premises dining (including, food preparation/cooking, facility cleaning, or food delivery/take-out services) between **midnight** and **5 a.m.**
- (2) Sale of alcohol for off-site consumption, including for pick-up, take-out, drive-through, and delivery, is prohibited between **midnight** and **5 a.m.**
- (3) Between **midnight** and **5 a.m.**, no person in Broward County may consume any alcoholic beverage in or upon any area available for use by the public, which includes beaches, beach boardwalks and other pedestrian areas, parks, streets, highways, sidewalks, parking lots

and parking areas, and any public area that is immediately adjacent to an [Establishment](#) where alcoholic beverages are sold or dispensed.

- (4) Except to the extent prohibited by Section 12.B.2 above, drive-through, curbside take out, or delivery service may continue in accordance with Section 12.A.6 above, [CDC Guidelines](#), and this CEO, provided that [Social Distancing](#) of at least 6 feet between people not of the same household is maintained at all times and the patron(s) obtaining the food or beverage(s) immediately leave the [Establishment](#) upon receipt of the ordered items.
- (5) Bar counters, whether indoors or outdoors, may be open to seating by the public, but at least 6 feet must be maintained between parties (“parties” refers to all people at a table; parties may not exceed 6 people at any one time or 10 people, if all people are from the same family or reside in the same household). A plexiglass partition must be placed between patrons seated at a counter and any staff working on the other side of the counter.
- (6) All [Establishments](#) must restrict ordering and consumption of food or beverages by patrons for on-premises consumption to only while such patrons are seated at their assigned seat, except when the [Establishment](#) requires use of standing space to reach 50% occupancy, then the [Establishment](#) may permit standing at an assigned table or in an assigned area. If the [Establishment](#) requires use of standing space as provided herein, patrons must be in segregated groups of no more than 6 people that consistently maintain at least 6 feet of [Social Distancing](#) at the nearest point from any other patron or group of patrons. Patrons are not otherwise required to maintain 6 feet of [Social Distancing](#) when not consuming food or drinks provided that they are wearing facial coverings at all times.
- (7) People must wear facial coverings at all times including while standing, seated at a table, moving around the [Establishment](#), or on the dance floor as required by Chapter 3, Facial Coverings. People may only remove their facial covering for the shortest amount of time necessary to eat or drink, or as otherwise permitted in this CEO.
- (8) All [Establishments](#) subject to this Chapter, including bars and nightclubs, must conspicuously post the Restaurants and Food Establishments Required Signage in accordance with Chapter 7 of this CEO.
- (9) Ensure adequate supplies to support healthy hygiene practices for both employees and customers.
- (10) To the extent possible, an [Establishment](#) should provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means, to avoid customers sharing such items.
- (11) Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, cups, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-

disposable food service items are handled by staff only with gloves and are washed in between each customer usage with dish soap and hot water, or in a dishwasher. [Establishments](#) must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage utensils or equipment brought in by customers.

- (12) Use touchless payment options whenever available. Sanitize any pens, counters, or hard surfaces between each use.
- (13) Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or through other methods.
- (14) Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least 6 feet apart when in lines. Ensure customers practice [Social Distancing](#) while waiting for a table or to pick up food.
- (15) Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a 6-foot distance between people if possible; employees must wear facial coverings.
- (16) Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining [Social Distancing](#) of 6 feet is difficult.
- (17) Ensure that all suppliers and third-party delivery staff are aware of, and adhere to, [Social Distancing](#) and facial covering requirements.
- (18) Games, including darts, arcade games, billiards, and other similar games, may operate provided that all other requirements of this Chapter 12 are complied with. While playing games, patrons are not permitted to consume food or drinks and must continue to adhere to the facial covering requirements outlined in Chapter 3 of this CEO.
- (19) Child gaming and play spaces, including bounce houses, playgrounds, and ball pits, located in dining [Establishments](#) must remain closed.
- (20) All buffet-style food or salad bars must be served only by staff. Self-service buffets and salad bars are prohibited. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.
- (21) Any rental of restaurant space for a private event must also comply with the [Function Spaces](#) limitations stated in Chapter 30 of this CEO.
- (22) Any performers providing live entertainment at the [Establishment](#) must maintain at least 10 feet of [Social Distancing](#) from patrons at all times.

Section 12.C. Sanitation and Safety Requirements

- (1) Employers must enforce hand washing and use of facial coverings by employees in accordance with this Chapter 12 and [Chapter 3](#) of this CEO. This includes the requirement that all staff must wear facial coverings at all times. All employees handling, preparing, or serving food must wear facial coverings. Food preparers are also required to wear gloves while handling food.
- (2) Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface. Follow the [CDC Guidelines](#) for cleaning: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>
- (3) Restrooms must be sanitized at least every hour.
- (4) Implement procedures to increase how often surfaces are cleaned and sanitized in the back-of-house (non-public areas of the [Establishment](#)). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.
- (5) Train all employees in the above safety protocols, in addition to the importance of frequent hand washing, and give them clear instructions to avoid touching hands to face.
- (6) Conduct employee screening protocols pursuant to [CDC Guidelines](#) and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.
- (7) Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) should not report to work or, if they report, should immediately be sent home. Refer sick staff members to the [CDC Guidelines](#) and direct them not to return until they have met the CDC's criteria to discontinue home isolation. COVID-19 positive employees must also be immediately sent home and not be allowed to return until they have complied with the [CDC Guidelines](#) regarding the duration of isolation.
- (8) Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), and other applicable laws.
- (9) Deep clean the [Establishment](#) at least once every twenty-four (24) hours.

CHAPTER 13. RETAIL ESTABLISHMENTS

Retail [Establishments](#) must comply with this CEO, including this Chapter 13, and all applicable [CDC Guidelines](#).

Section 13.A. Capacity Requirements

- (1) Retail [Establishments](#) may allow up to 50% of the [Establishment's](#) maximum occupancy provided [Social Distancing](#) is maintained. To the extent any such [Establishment](#) is subject to any other capacity or operational limitation by any state or local government authority, the [Establishment](#) must comply with the more stringent or restrictive limitation. Retail [Establishments](#) that were permitted to operate as essential services or essential businesses under the Governor's Executive Order 20-91 are not subject to the maximum occupancy limitation stated in this section.
- (2) Food courts, restaurants, and other [Establishments](#) licensed to serve food or alcohol in shopping malls must comply with the [Specific Use](#) requirements for Establishments Serving Food or Alcohol in [Chapter 12](#) of this CEO.

Section 13.B. Operations Requirements

- (1) [Establishments](#) must conspicuously post signage as required by [Chapter 7](#) of this CEO.
- (2) Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers.
- (3) [Social Distancing](#) reminders to customers are required, including but not limited to [Social Distancing](#) "reminder" signs, personal stickers, floor decals, and audio or audible announcements. Signs must be conspicuously posted.
- (4) Establish one-way aisles and traffic patterns for [Social Distancing](#).
- (5) Encourage curbside, online, or call-in pickup and delivery service options to minimize contact and maintain [Social Distancing](#).

Section 13.C. Sanitation and Safety Requirements

- (1) Prohibit or limit the use of changing rooms and ensure proper sanitation and compliance with [Social Distancing](#) protocols.
- (2) Establish procedures for safe exchange and returns of goods and materials.
- (3) Do not allow self-serve products (e.g., "testers"); consider limiting customer contact with retail products before purchase.
- (4) When possible and appropriate, use plastic shields or barriers between customers and clerks at service counters and clean them (the shields and service counters) frequently.

CHAPTER 14. PERSONAL SERVICES

Personal Services [Establishments](#) include, but are not limited to, spas, hairdressers, barbers, cosmetologists, tattoo parlors, massage studios, and nail technicians. Personal Services [Establishments](#) must comply with all applicable requirements of this CEO, including this Chapter 14, and applicable [CDC Guidelines](#).

Section 14.A. Operational Requirements

- (1) [Establishment](#) providing personal services must operate consistent with the [Frequently Asked Questions](#) issued by the Florida Department of Business & Professional Regulation.
- (2) [Establishments](#) providing personal services must also comply with the [Information for Barbershops, Cosmetology Salons, and Cosmetology Specialty Salons](#) issued by the Florida Department of Business & Professional Regulation.

Section 14.B. Capacity Requirements

Customers waiting for an appointment should be encouraged to wait in their cars or outside and to practice [Social Distancing](#). [Social Distancing](#) requirements do not apply to members of the same household.

Section 14.C. Sanitation and Safety Requirements

- (1) If there are partitions or walls that are solid (such as plexiglass, metal, or other solid non-fabric material) between each chair/workstation, then each chair/workstation can be used at any given time. Partitions must be thoroughly sanitized between each customer.
- (2) If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation, or otherwise arrange seating, so that there is at least 6 feet of separation between occupied chairs/workstations to achieve [Social Distancing](#).
- (3) Employees must wear facial coverings. Customers or clients must wear facial coverings unless the service being provided precludes the wearing of a facial covering, in which case the customer or client must resume wearing a facial covering immediately after the service precluding the use of a facial covering has been provided.
- (4) Employees must wash their hands immediately before performing a service and must wash their hands before performing a service for the next customer or client.
- (5) [Establishments](#) must remove all books, magazines, and any shared material for customers.
- (6) Ensure thorough workstation and equipment disinfection after each customer (i.e. sanitize all equipment, instruments, capes, smocks, linens, chairs, and work area); alternatively, utilize single-use or disposable items.
- (7) Implement enhanced sanitation of commonly touched surfaces and equipment as frequently as necessary using CDC recommended sanitizers and disinfecting protocols.

- (8) Discard any single-use or disposable tools (e.g., files, buffers, neck strips) immediately after use on a customer.
- (9) Encourage touchless payment methods where possible.
- (10) Hand sanitizers must be placed at the entrance, and customers must be informed that they must sanitize their hands upon entering.
- (11) Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
- (12) Deep cleaning must be conducted daily, and high-touch areas must be sanitized frequently throughout the day. Areas such as salon chairs, manicure UV machines, nail drying stations, etc. must be cleaned after each client use.
- (13) Use appropriate temperatures for washers and dryers to ensure thorough sanitation of towels, linens, capes, smocks, etc.

CHAPTER 15. MOVIE THEATERS, AUDITORIUMS, PLAYHOUSES, CONCERT HALLS, AND PARI-MUTUEL ESTABLISHMENTS

Section 15.A. Types of Establishments

Movie theaters, auditoriums, playhouses, concert halls, and pari-mutuel Establishments are permitted to operate subject to compliance with this CEO, including this Chapter 15, the [Establishment’s](#) operational plan required below, and all applicable [CDC Guidelines](#).

All [Establishments](#) subject to this Chapter must prepare an operational plan for COVID-19 mitigations and sanitation, which plan must be available for inspection upon request by Broward County, any code enforcement officer, law enforcement officer, or member of the public. Any pari-mutuel Establishment must obtain written approval of its operational plan from the Broward County Administrator.

Section 15.B. Capacity Requirements

- (1) The number of customers inside the [Establishment](#) at a given time must be limited, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the [Establishment’s](#) maximum occupancy.
- (2) Designated portions of the [Establishment](#) that operate as a food service [Establishment](#) or restaurant are not subject to the 50% capacity limitation stated in subsection (1) above and may operate at up to 100% capacity of the food service portion of the [Establishment](#) if that portion of the [Establishment](#) complies with all requirements of Chapter 12 of this CEO.
- (3) [Establishments](#) must have at least one staff member whose primary responsibility is monitoring the facility for compliance with capacity, [CDC Guidelines](#), and [Social Distancing](#).

Section 15.C. Operation Requirements

- (1) Patrons must follow [Social Distancing](#) requirements, except for persons within the same group.
- (2) For all drive-in movie theaters (pop-up or fixed location), automobiles must be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement, and persons must remain in their vehicles except for the sole purpose of utilizing the restroom facility or restaurant or food service areas.

Section 15.D. Sanitation and Safety Requirements

- (1) Food or alcohol service areas must comply with the requirements in Chapter 12 of this CEO.
- (2) Touch free payment options for entry are encouraged.
- (3) All staff must wear facial coverings at all times.
- (4) Hand sanitizing stations must be provided.
- (5) Seats must be sanitized between every showing or event.

CHAPTER 16. COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to open if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this CEO, including this Chapter 16. Any decision by a particular housing development to open a community room, fitness center, or gym is also subject to any applicable internal rules or regulations of the entity.

Community rooms, fitness centers, and gyms in housing developments must comply with this CEO, including this Chapter 16, and comply with all applicable [CDC Guidelines](#).

Section 16.A. Capacity Requirements

- (1) Community rooms, fitness centers, and gyms in housing developments are limited to 50% of their maximum occupancy.
- (2) Community rooms, fitness centers, and gyms must be limited to residents of the housing development, their families, and guests. To the extent a community room is being used as a [Function Space](#), such community room may be open to people other than residents, their families, and their guests, provided the community room complies with the requirements in Chapter 30 of this CEO.
- (3) [Social Distancing](#) requirements of [Chapter 4](#) must be adhered to at all times in community rooms, fitness centers, and gyms. [Social Distancing](#) requirements do not apply to members of the same household or family.

- (4) Exercise machines, equipment, and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables.
- (5) No multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who are not from the same household or family unless all participants wear facial coverings regardless of [Social Distancing](#).
- (6) Hot tubs may operate. Steam rooms and shower facilities must remain closed, except to the extent required to take a pre-swim shower.

Section 16.B. Sanitation and Safety Requirements

- (1) Community rooms, fitness centers, and gyms (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized daily.
- (2) Housing developments must provide disinfecting wipes, and every person must be required to wipe down each machine they used after each use.
- (3) Hand sanitizer must be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym or fitness center and prior to utilizing each piece of equipment.
- (4) Facial coverings are required at all times in community rooms, fitness centers, and gyms except while in a pre-swim shower or swimming pool or while actively exercising. Facial coverings are required while entering, exiting, or moving within a gym, fitness center, or swimming pool, and must be worn prior to commencing and immediately upon concluding an exercise activity, swim, or shower.

CHAPTER 17. MUSEUMS

Museums must comply with this CEO, including this Chapter 17, and all applicable [CDC Guidelines](#).

Section 17.A. Capacity Requirements

- (1) Museums may operate at up to 50% occupancy provided [Social Distancing](#) is maintained.
- (2) Designated portions of the [Establishment](#) that operate as a food service [Establishment](#) or restaurant are not subject to the 50% capacity limitation stated in subsection (1) above and may operate at up to 100% capacity of the food service portion of the [Establishment](#) if that portion of the [Establishment](#) complies with all requirements of Chapter 12 of this CEO.
- (3) Gift shops and other on-site retail capacity must be limited to 50% maximum occupancy and must comply with the Retail Establishments [Specific Use](#) requirements in Chapter 13 of this CEO.

Section 17.B. Sanitation and Safety Requirements

- (1) Encourage advance mobile ticketing and use touchless payment options, where available, throughout the museum.
- (2) Consider offering special hours for visitors with potential health vulnerabilities.
- (3) Reduce staff/visitor contact points and consider clear protective dividers for front-line workstations.
- (4) Eliminate moveable elements and other hands-on activities that may transmit germs (e.g., manipulatives and props and sensory materials; refer to the American Alliance of Museums guidelines <https://www.aam-us.org/wp-content/uploads/2020/04/Considerations-for-Museum-Reopenings-5.4.2020.pdf>).
- (5) Prohibit use of interactive functions or exhibits, including child play areas.
- (6) Redesign and restrict exhibition floorplans to comply with [Social Distancing](#).
- (7) Use floor decals to help visitors maintain [Social Distancing](#) and signs to regulate capacity per area.
- (8) Any rental of the facility for a private event must also comply with the [Function Space](#) limitations stated in Chapter 30 of this CEO.

CHAPTER 18. PARKS, AND RECREATIONAL FACILITIES OUTSIDE OF PARKS

All parks in Broward County, including Regional, Specialty, and Neighborhood Parks, Nature Centers, and Natural Areas (collectively “Parks in Broward County”), must comply with this CEO, including this Chapter 18, and [CDC Guidelines](#). Activities that deviate in any way from these guidelines are prohibited.

Hours of operation will be determined by the government agency that owns or manages the applicable park. The operations of private parks may be further limited by the municipality where such private park is located or by the owner or operator of the park, but if opened, such private parks must comply in full with the requirements of this Chapter 18.

Specific [Establishments](#) (including businesses and Amenities) operating within Parks in Broward County must follow the [Specific Use](#) requirements for All Establishments with On-Site Operations in Chapter 11 and the other [Specific Use](#) requirements applicable to that [Specific Use](#), unless otherwise prohibited by contract or other applicable requirement.

Example: Marinas, boat docks, ramps, and other launching venues in Parks in Broward County must also follow the Boating and Marine Activities Specific Use requirements of Chapter 19.

Example: Community centers and other buildings located within Parks in Broward County must also follow the guidelines for the particular activity taking place at the community center or building (e.g., if a community center is being used as a fitness facility, the guidelines for fitness centers in Chapter 24 must be followed).

Section 18.A. Recreational Facilities and Amenities Outside Parks

Tennis facilities, basketball courts, and other similar recreational [Amenities](#), including Amenities within housing developments, that are not located in Parks in Broward County may open as determined by the owner or operator of such facilities but must always be in compliance with all applicable requirements of this Chapter 18.

Section 18.B. Operating Requirements

- (1) Except as otherwise expressly stated in this Chapter, no groups of more than 10 people may congregate in any area of any Park in Broward County.
- (2) Exercise equipment, playgrounds, and splash pads may open for public use as deemed appropriate by the entity that owns or manages the applicable Park in Broward County. The entity that owns or manages the Park must ensure frequent cleaning of all exercise equipment, playgrounds, and splash pads.
- (3) [Organized Sports](#) are permitted at Parks in Broward County and are not subject to the 10-person limit in Section 18.B.1 above or the limits in Section 18.B.8 below.
- (4) [Organized Sports](#) with spectators must comply with the [Specific Use](#) Requirements in Chapter 29 of this CEO.
- (5) All sports, other than [Organized Sports](#), must be limited to no more than 10 people.
- (6) Unless otherwise expressly stated in this CEO, all facial covering requirements of [Chapter 3](#) and all [CDC Guidelines](#) regarding [Social Distancing](#) must be observed at all times by all persons using any Park in Broward County.
- (7) Whenever reasonably possible, walking paths and trails shall be used only in a one-way direction to help maintain [Social Distancing](#), and signs should be posted to remind people to maintain 6 feet of distance between people when passing one another.
- (8) Any indoor or outdoor event at a Park in Broward County that has between 11 and 100 people must comply with the requirements of Chapter 5, Chapter 30, and any applicable [Specific Use](#) requirements. Indoor events involving more than 100 people are strictly prohibited. Outdoor events involving more than 100 people are prohibited unless conducted pursuant to an operational plan in accordance with Section 5.D.2 of this CEO.

CHAPTER 19. BOATING AND MARINE ACTIVITIES

Section 19.A. Marinas, Boat Docks, Ramps, and Other Launching Venues

- (1) Only one boat per launch ramp at a time is permitted.
- (2) Municipalities must set the times during each day that boat ramps may be open. If a municipality does not set times of operation, then ramps may operate from 6 a.m. – 7 p.m. daily.
- (3) Launching venue staff and customers must practice [Social Distancing](#) in accordance with [Chapter 4](#) of this CEO and comply with the facial covering requirements of [Chapter 3](#) of this CEO when at marinas, boat docks, ramps, and other launching venues.
- (4) No gathering of more than 10 people is permitted at any time, including during boat launch, during on-water time, and when removing the boat from the water, except as permitted below.

Section 19.B. On-Water Activity

- (1) Boats must remain at least 50 feet apart at all times.
- (2) Rafting up of boats, including roping or tying boats or vessels together, is prohibited.

Section 19.C. Maximum Persons Based on Capacity of Boats

- (1) Boats other than charter boats/vessels and airboat touring vessels:
 - (a) Boats 25' or less: Maximum 4 adult passengers (plus children 17 and under). Maximum of 6 people on the boat.
 - (b) Boats 26' – 36': Maximum 6 adult passengers (plus children 17 and under). Maximum of 8 people on the boat.
 - (c) Boats 37' – 60': Maximum 8 adult passengers (plus children 17 and under). Maximum of 10 people on the boat.
 - (d) Boats over 60': Maximum 10 passengers, including adults and children, but not including crew members.
- (2) Charter Boats/Vessels and Airboat Touring Vessels: Persons on charter boats/vessels and airboat touring vessels, inclusive of the crew, must not exceed 50% of the maximum capacity as applicable based on the size of the charter boat/vessel or airboat touring vessel.
- (3) Six-Pack vessels (licensed but uninspected vessels holding 6 or fewer passengers) must be limited to no more than four (4) passengers per vessel.

Section 19.D. Fishing Piers

- (1) [Social Distancing](#) of a minimum of 6 feet between groups must be maintained.

- (2) Fish cleaning stations are limited to one person per table at a time unless all the people using the station are members of the same household or family. Proper cleaning and sanitation processes must always be followed.

Section 19.E. Rental of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards

- (1) [Establishments](#) engaged in the rental of jet skis, boats, canoes, kayaks, or paddle boards must comply with [CDC Guidelines](#), including all [Social Distancing](#) and sanitation guidelines. In addition, the following restrictions apply:
 - (a) Single person jet skis must be limited to single riders only. Multiple person jet skis may only be ridden by multiple riders at the same time if all the riders reside in the same household.
 - (b) Single person canoes, kayaks, and paddle boards must be limited to single-person use. Multiple person canoes, kayaks, and paddle boards may only be used by multiple people at the same time if all users reside in the same household.

Section 19.F. Charter Vessels

- (1) In addition to the capacity limitations stated above in Section 19.C.2, charter vessels must comply with the following:
 - (a) Captain, crew members, and patrons must wear facial coverings on shore and on the vessel whenever [Social Distancing](#) requirements cannot be maintained.
 - (b) Six-Pack vessels must comply with all [CDC Guidelines](#).
 - (c) Drift fishing vessels must provide for and ensure [Social Distancing](#), including by installing tape or markings for patrons on seats, vessel railings, and the deck. Each person fishing must have his or her own fishing pole(s), tackle, and other equipment. Equipment sharing or rental is prohibited.
- (2) [CDC Guidelines](#) regarding cleanliness must be posted in restrooms and heads. Restrooms must be sanitized and disinfected at least hourly, after each chartered trip, and more frequently as needed. Adequate water, soap, and hand sanitizer must be provided for patrons.
- (3) Fish cleaning and bait table stations must be limited to one person per station at a time. Fish cleaning and bait table stations must be cleaned and disinfected between each charter.

Section 19.G. Public Restrooms and Ship Stores

- (1) Public restrooms may be open and made available to the public, but must be frequently sanitized in accordance with [CDC Guidelines](#).
- (2) Those entering or working at ship (bait & tackle) stores must maintain [Social Distancing](#), comply with the facial covering requirements in [Chapter 3](#), and comply with the [Specific](#)

Use requirements in [Chapter 11](#) for All Establishments with On-Site Operations and [Chapter 13](#) for Retail Establishments.

CHAPTER 20. GOLF COURSES

Section 20.A. On-Course Facility

- (1) Players must bring their golf equipment to a designated area. No clubs or other equipment may be transported by golf course staff unless required by the Americans with Disabilities Act (“ADA”).
- (2) Signs, as required by Chapter 7, must be placed outside the pro shop and clubhouse explaining the required [Social Distancing](#) guidelines and facial covering guidelines.
- (3) All gathering limits of [Chapter 5](#) of this CEO and all [CDC Guidelines](#) must be followed.
- (4) All [Function Spaces](#) must comply with Chapter 30 of this CEO.
- (5) Pro shops may operate consistent with the [Specific Use](#) requirements for Retail Establishments in [Chapter 13](#) of this CEO. Staff and patrons must comply with the applicable facial covering requirements.
- (6) Hand sanitizer and/or disinfectant wipes must be provided in all bathrooms and payment areas.
- (7) Each rental cart and any rental equipment must be cleaned and disinfected prior to each player’s use by facility staff, and disinfectant wipes must be provided to each cart user prior to their rental.
- (8) All sand containers, scorecards, pencils, tees, towels, coolers, and other shared materials must be removed from golf carts after each use and either disposed of or sanitized, as applicable.
- (9) Restrooms must be sanitized at least every hour.
- (10) Driving range hitting areas must be spaced so that all golfers are at least 10 feet apart.

Section 20.B. Golf Course Preparation

- (1) Cup Modifications: A noodle or other blocking mechanism must be used to fill the hole, or the cup must be raised at least an inch above ground to prevent the ball from going in the hole and to prevent flagpole touching. Alternatively, an E-Z lift touchless golf ball retrieval system or similar touchless system may be used.
- (2) Rakes in all bunkers must be removed.
- (3) All water stations must be removed or locked down.

- (4) All ball wash units must be removed or locked down.
- (5) All practice facility bag stands, chairs, and PVC pipes for picking up balls must be removed.
- (6) All range balls must be cleaned with water and soap after every pick-up prior to making them available for use by the next golfer.

Section 20.C. Playing

- (1) Players must not touch or remove the flagstick from the cups at any time (any putts that hit the cup or noodle will be considered holed).
- (2) All players must stay at least 6 feet apart at all times, and a course ranger or other staff member must monitor player compliance on the course. [Social Distancing](#) requirements do not apply to members of the same household or family.
- (3) There must be no more than two players per cart.
- (4) Walkers must adhere to [Social Distancing](#) requirements and comply with the facial covering requirements of [Chapter 3](#) of this CEO, which requires facial coverings whenever 6 feet of [Social Distancing](#) will not be consistently maintained between people of different households.

Section 20.D. Food and Beverage

- (1) Restaurants can operate consistent with the [Specific Use](#) requirements in [Chapter 12](#) of this CEO.
- (2) Beverage Carts on the Golf Course: Beverage cart staff must wear facial coverings in compliance with this CEO and must wear gloves during in-person interactions with the public. Signs must be placed on beverage carts stating that players are not allowed to touch anything on the beverage cart. Only a cart attendant may distribute items from the cart. The beverage cart attendant must comply with [Social Distancing](#) requirements to the full extent possible.

CHAPTER 21. POOL DECKS, POOLS, AND OTHER RESIDENTIAL RECREATIONAL AMENITIES IN HOUSING DEVELOPMENTS

Housing developments may choose to keep their pools, pool decks, and other residential recreational amenities closed. If the housing development chooses to allow one or more such [Amenity](#) to operate, then it must comply with the following requirements:

- (1) Pools and pool decks may be used only by current residents of the housing development, their families, and their guests.

- (2) People in the pool or on the pool deck must comply with the required 6 feet of [Social Distancing](#) per the [CDC Guidelines](#). [Social Distancing](#) requirements do not apply to members of the same household or family.
- (3) Pool deck and pool occupancy must be limited to no greater than 50% capacity.
- (4) The housing development must ensure that pool chairs, railings, gates, tables, showers, and other equipment at the pool and pool deck are sanitized on a regular basis.
- (5) Lap lane sharing for swimming is prohibited except by members of the same household or family or if lanes are used as part of an [Organized Sport](#).

CHAPTER 22. PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS

Pools and pool decks located within private clubs (such as YMCAs, yacht clubs, etc.), and including county or municipal pools, but excluding pools that are part of a commercial fitness facility, must comply with the requirements of this CEO, including this Chapter 22, and [CDC Guidelines](#).

Section 22.A. Capacity Requirements

- (1) All seating and tables around any pool must be set up with spacing of at least 6 feet between groups at their closest point. [Social Distancing](#) requirements do not apply to members of the same household or family.
- (2) Pool and pool deck occupancy is limited to no greater than 50% maximum occupancy.
- (3) No groups larger than 10 people.
- (4) The use of the pool and pool deck must be supervised by a sufficient number of employees or other person(s) designated by the operator of the facility to ensure compliance with the requirements of this CEO.
- (5) Lap lane sharing for swimming is prohibited except by members of the same household or family or if lanes are used as part of an [Organized Sport](#).
- (6) Use of pools subject to this Chapter 22 is limited to members and authorized users only.

Section 22.B. Sanitation and Safety Requirements

- (1) Employees or other designees of the operator of the facility must ensure the facility's pool chairs, railings, gates, tables, showers, and other pool and pool deck equipment are sanitized on a regular basis.
- (2) The pools and operation of the pools must meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code § 64E-9.004 for disinfectant protocol.

- (3) Employees, except lifeguards on duty, must wear facial coverings at all times in accordance with [Chapter 3](#) of this CEO.

CHAPTER 23. HOTELS, MOTELS, AND COMMERCIAL LODGING ESTABLISHMENTS

Hotels, motels, and commercial lodging [Establishments](#) must comply with this CEO, including this Chapter 23, and all applicable [CDC Guidelines](#).

Section 23.A. Operations Requirements

- (1) Ballrooms and other function spaces must comply with the [Specific Use](#) requirements of Chapter 30 of this CEO.
- (2) Guests must wear facial coverings in check-in areas, elevators, and all other common spaces and as otherwise required by [Chapter 3](#) of this CEO, Facial Coverings. Facial coverings are not required to be worn by guests in their own rented rooms. Hotels, motels, or commercial lodging [Establishments](#) must ensure that the facial covering requirements applicable to each [Specific Use](#) area at the [Establishment](#) (such as restaurants, golf pro shops, and gyms and fitness centers) are followed.
- (3) [Establishments](#) must impose capacity limits for common areas to ensure compliance with [Social Distancing](#) requirements.
- (4) [Establishments](#) must maintain records of guest registration, staff work assignments, and facility usage for a minimum of 60 days to enable contact tracing. This includes maintaining guest registration records, employee work assignments, documentation of key control procedures including the electronic lock records, and security camera closed circuit tapes/files.
- (5) [Establishments](#) that maintain a website or blog must create a page on their website or blog that outlines the safety and sanitation measures adopted by the [Establishment](#) to minimize the spread of COVID-19.

Section 23.B. Check-in/Check-out

- (1) Areas in front of the reception desk must be marked at 6-foot intervals to ensure guests maintain [Social Distancing](#) while waiting.
- (2) [Social Distancing](#) requirements must be posted at all elevators. Areas in front of the first-floor elevator must be marked to ensure guests maintain [Social Distancing](#) while waiting.
- (3) The number of guests on elevators must be limited to maintain [Social Distancing](#) requirements, unless all of the users are from the same household or family.
- (4) Hand sanitizer must be available to guests at the front desk.

- (5) When possible, guests should check-in and check-out online.
- (6) All [Establishments](#) must provide local COVID-19 guidance for guests. Broward County has a dedicated webpage that includes local information at broward.org/coronavirus. Consider providing an “amenities bag” with hand sanitizer, masks, and/or gloves, and a fact sheet with COVID-19 awareness information for the [Establishment](#) at check-in.
- (7) Consider installing physical barriers such as plexiglass at customer interface points such as the front desk and valet stand.
- (8) Clearly designated entrances and exits should be used to maintain [Social Distancing](#) when possible.

Section 23.C. Food Services

- (1) Dine-in restaurants are permitted to operate, but must do so in full compliance with the Restaurants and Food Establishments [Specific Use](#) requirements in [Chapter 12](#) of this CEO and in compliance with [Chapter 11](#).
- (2) Room service: Employees delivering and collecting items served to a room must wear facial coverings. Food delivery to rooms must be done in a contactless method (such as room service to guests’ doors), unless accommodations must be made for compliance with ADA requirements.
- (3) Encourage guests to use pick-up for restaurant orders.

Section 23.D. Amenities

All [Amenities](#) must comply with the [Specific Use](#) requirements for that [Specific Use](#) as stated in Chapters 12 through 30 of this CEO, including gyms and fitness centers, pools, beaches, personal services, and marine activities. Additionally, the following Amenities are subject to the following additional requirements:

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

- (a) Sanitize high-touch points of courtesy shuttles after each trip (handles, seatbelt, etc.), deep clean the vehicle each day it is used, and ensure compliance with [Social Distancing](#) requirements by limiting capacity of the vehicle consistent with the [CDC Guidelines](#). People in the same household or family are not required to comply with [Social Distancing](#) requirements.
 - (b) Riders and drivers of the courtesy shuttles must wear facial coverings at all time while in the shuttle.
- (3) Laundry Service
 - (a) Laundry must be washed in accordance with [CDC Guidelines](#).
 - (b) Dirty linens must be bagged in guest rooms to eliminate unnecessary contact.
- (4) Business Centers
 - (a) Facial coverings must be worn in accordance with [Chapter 3](#) of this CEO.
 - (b) All equipment, supplies, and workplaces in the business center must be sanitized daily. Additionally, sanitizing wipes must be made available to guests to sanitize surfaces and supplies prior to their use.
 - (c) This area must be cleaned as frequently as other public spaces and common areas.
 - (d) Computers and other technology and machines must be appropriately spaced to allow [Social Distancing](#).
 - (e) Designate separate places/containers for clean and used pens, pencils, and other writing utensils.
 - (f) Staff must monitor the business center to ensure compliance with these requirements.

Section 23.E. Sanitation and Safety Requirements

- (1) Public Spaces and Communal Areas
 - (a) All Department of Business and Professional Regulation (DBPR) sanitation guidelines must be followed, including [Florida Administrative Code Section 61C-3.001, Sanitation and Safety Requirements](#).
 - (b) High-touch surfaces, spaces, and equipment, including keys, property management systems, bell desks, and bell carts, must be sanitized frequently and no less than hourly.

- (c) HVAC air filters should be cleaned or replaced at least monthly to maximize clean air.
- (2) Guest Rooms
 - (a) Guest rooms must be deep cleaned after guest check-out in accordance with the CDC-recommended cleaning procedures at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>
 - (b) Staff must wear facial coverings when cleaning guest rooms and at all times when in a guest room, and must sanitize their hands before cleaning each room.
 - (c) After a room has been cleaned, guest rooms may not be entered by any person until the next guest arrives.
 - (d) For the duration of the guest stay, guest room housekeeping must be limited or only by-request.

CHAPTER 24. COMMERCIAL GYMS AND FITNESS CENTERS

Commercial gyms and fitness centers, including, but not limited to, dance studios, martial arts studios, yoga studios, spinning studios, ice rinks, personal training services, and similar [Establishments](#), must comply with all applicable provisions of this CEO, including this Chapter 24, and all applicable [CDC Guidelines](#).

In addition to [Social Distancing](#), patrons must wear facial coverings at all times, except while in a pre-swim shower or swimming pool or while actively exercising. Facial covering requirements apply when entering, exiting, or moving within an [Establishment](#). [Social Distancing](#) of at least 6 feet must be maintained at all times.

Section 24.A. Occupancy and Access

- (1) Monitor building occupancy and restrict customer access to no more than 50% of the building's maximum occupancy.
- (2) Whenever possible, designate different entrance and exit points to encourage [Social Distancing](#).

Section 24.B. Sanitation and Safety Requirements

- (1) Ensure availability of and easy access to dispensers of an [EPA List N disinfectant](#) and cleaning materials, including disposable wipes, at all entrances and at various locations throughout the facility. Post signs about hygiene requirements prominently at all entrances. All employees and patrons must be required to sanitize their hands:
 - (a) Upon entering the facility (or before beginning their fitness activities if conducted outdoors);

- (b) After using each piece of equipment; and
 - (c) Upon completing their fitness routine.
- (2) [Social Distancing](#) markers should be placed in front of the reception/membership desk and all other appropriate areas.
- (3) Equipment stations must be appropriately distanced. There must be at least 6 feet between each piece of cardiovascular equipment or exercise station.
- (4) The number of people attending fitness classes must be limited to ensure [Social Distancing](#) of at least 6 feet between persons in all directions is maintained. Markers must be placed to indicate the appropriate distance.
- (5) Class sizes for aquatic programs and classes must be limited to meet the 6-foot distance requirement; in lap lanes, the 6-foot requirement is deemed met while actively swimming laps provided no more than one person is using a lane at any time. Lap lane sharing for swimming is prohibited except by members of the same household or family or if lanes are used as part of an [Organized Sport](#).
- (6) [Social Distancing](#) between people engaged in any physical activity should be measured from head to head.
- (7) Disinfecting wipes must be available throughout the facility and patrons must sanitize each machine after use. Equipment must be allowed to fully dry before the next use. Staff must monitor the floor and exercise area to promptly sanitize any and all equipment if a patron fails to do so. Surfaces to be sanitized include but are not limited to:
 - (a) Hand grips on cardio equipment such as treadmills, bicycles, and ellipticals;
 - (b) Hand grips on dumbbells, weight bars, and other strength-training systems;
 - (c) Pads/cushioned components such as fitness mats, bike seats, lifting benches, and other cushioned components of strength training machines;
 - (d) Fitness balls, rope handles, and other fitness accessories;
 - (e) Touch screens on exercise equipment; and
 - (f) All seating, counters, weights, weight bars, mats, machines, and all other fitness equipment must be cleaned at least once in every 24-hour period.
- (8) Ensure that all products used to sanitize have enough time to dry, as drying time is essential to ensuring the safety of workers and patrons.

- (9) Remove any unnecessary chairs, tables, or other furniture, and remove all magazines and similar shared items.
- (10) Discontinue providing heart monitors, mats, blocks, bolsters, or similar equipment to customers.
- (11) During daily operation, routinely clean and disinfect surfaces, particularly high-touch surfaces such as faucets, toilets, doorknobs, light switches, and all furniture/equipment that is available for use by patrons.
- (12) Restrooms must be sanitized at least hourly. Soap and running water must be readily available in restrooms for patrons to wash their hands.
- (13) Deep clean the facility at least once every 24 hours.

Section 24.C. Operational Requirements

- (1) Patrons must have their temperature taken upon entrance. This includes any children exercising or entering a child-care program. Any patron with a temperature above 100.4 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 must be denied entry to the facility.
- (2) Employees must wear facial coverings, and have temperature checked at the facility prior to beginning work each day. Any employee with a temperature above 100.4 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
- (3) Keep doors open between separate fitness areas or rooms of the facility to reduce the number of people touching door handles. Open windows where feasible to improve ventilation in the facility.
- (4) All unnecessary, frequently touched items like magazines, newspapers, and service menus must be removed from customer waiting areas and locker rooms.
- (5) Hot tubs, saunas, steam rooms, and shower facilities must remain closed, except for showers at facilities with pools, which may be used only for a pre-swim shower prior to entering the pool.
- (6) Consider offering special hours for visitors with potential health vulnerabilities.

CHAPTER 25. BEACHES

Beaches must comply with the applicable requirements of this CEO, including this Chapter 25, and applicable [CDC Guidelines](#).

Ocean activities (such as surfing, swimming, kayaking, paddle boarding, and body surfing) and land based active recreation and exercise (such as walking, running, biking, and surf fishing) are permitted on beaches in Broward County subject to the applicable group size limits stated in this Chapter. Picnicking, sunbathing, sitting or lying on the beach, and use of umbrellas, canopies, chairs, loungers, and coolers are also permitted subject to the group size limits stated in this Chapter.

Section 25.A. Beach Restrictions

- (1) Beach hours must be limited to between 5 a.m. and 10 p.m., except for environmental activities pursuant to a permit issued by the Florida Fish and Wildlife Commission and for those persons performing such activities to the extent beach/water access is required to perform the work.
- (2) Facial coverings must be worn when [Social Distancing](#) of 6 feet between people (other than members of the same household or family) cannot be maintained, including, but not limited to, when using elevators to access the beach, using restrooms, and when visiting beach concessions.
- (3) Everyone must have a facial covering available and ready to use at all times and must be able to show and/or put on their facial covering upon request by local authorities.
- (4) Facial coverings must be worn as required by [Chapter 3](#) of this CEO.
- (5) Gatherings are limited as required by [Chapter 5](#) of this CEO.
- (6) Except for those events and activities in sections 7 and 8 immediately below, no group gatherings or events of more than 10 people are permitted.
- (7) Beach weddings and other outdoor events involving up to 100 people (including all attendees) must comply with the requirements of Chapter 5, Chapter 30, and any applicable [Specific Use](#) requirements. Outdoor events involving more than 100 people (including all attendees) are prohibited unless conducted pursuant to an operational plan in accordance with Section 5.D.2 of this CEO. This provision does not apply to [Organized Sporting](#) events. [Organized Sports](#) are subject to Section 25.A.8 below.
- (8) [Organized Sports](#) are permitted at the beach and must comply with the [Specific Use](#) requirements in Chapter 29 if there will be spectators. [Organized Sports](#) are not subject to the 10-person limit in Section 25.A.6 above. Individuals must maintain at least 6 feet of [Social Distancing](#) between people at all times (other than members of the same household or group), including when in the water. While engaged in an [Organized Sport](#), [Social Distancing](#) must be practiced to the maximum extent practicable and to the extent the [Organized Sport](#) so permits.
- (9) Beach concessions must comply with the applicable [Specific Use](#) requirements of Chapters 12 through 30 of this CEO.

- (10) Concessions or beachfront hotels that provide or rent equipment (such as chairs, loungers, bicycles, etc.) must sanitize the rental equipment between each customer rental.
- (11) Beach restrooms and showers must be sanitized at least every 3 hours.
- (12) Municipalities may enact more stringent requirements than set forth herein, and, as with all other aspects of this CEO, municipalities are authorized to enforce the requirements of this CEO.

CHAPTER 26. YOUTH ACTIVITIES AND AFTER-SCHOOL ACTIVITIES

Organized youth activities, including youth sports teams and leagues, youth clubs and programs, summer camps, and after-school activities must comply with all applicable requirements of this CEO, including this Chapter 26, and applicable [CDC Guidelines](#). All youth activities and after-school activities that operate in a Park in Broward County must also comply with the applicable [Specific Use](#) requirements for Parks in Broward County in [Chapter 18](#) of this CEO while at the park and any additional requirements imposed by the owner or operator of such park. If the after-school activity or organized youth activity is an [Organized Sporting](#) event with spectators, the [Organized Sporting](#) event must also comply with Chapter 29 of this CEO.

Section 26.A. General Requirements

- (1) All persons, including children and staff, must have their temperature checked prior to entering the Establishment each day. Any employee with a temperature above 100.4 degrees Fahrenheit or who appears to have flu-like symptoms or other symptoms related to COVID-19 upon arrival at work, or who becomes sick during the day, must immediately be separated from other employees, customers, and visitors, and sent home.
- (2) Maintain visitor logs and attendance records for the previous 60-day period of campers and participants to facilitate contact tracing if necessary.
- (3) Facial coverings must be worn by all staff, participants, and parents (to the extent present on-site) in accordance with [Chapter 3](#) of this CEO. Appropriate accommodations should be made for preschool children and children with disabilities or special needs. Facial coverings must comply with the applicable provisions of [Chapter 3](#) of this CEO.
- (4) Gyms and fitness centers must follow all applicable [Specific Use](#) requirements for Gyms and Fitness Centers in [Chapter 24](#) of this CEO.
- (5) Pools must follow all applicable [Specific Use](#) requirements (Community Rooms, Fitness Centers, and Gyms in Housing Developments, and/or Public Community Pools and Private Club Pools) as outlined in [Chapter 16](#), [Chapter 22](#), and [Chapter 24](#) of this CEO.

Section 26.B. CDC’s “Considerations for Youth and After-School Activities”

The following requirements are available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>

As some communities in the United States begin to start youth sports activities again, the Centers for Disease Control and Prevention (CDC) offers the following considerations for ways in which youth sports organizations can protect players, families, and communities and slow the spread of the Coronavirus Disease 2019 (COVID-19). Administrators of youth sports organizations can consult with [state and local health officials](#) to determine if and how to put into place these considerations. Each community may need to make adjustments to meet its unique needs and circumstances. Implementation should be guided by what is practical, acceptable, and tailored to the needs of each community. These considerations are meant to supplement – **not replace** – any state, local, territorial, or tribal health and safety laws, rules, and regulations with which youth sports organizations must comply.

Guiding Principles to Keep in Mind

There are a number of actions youth sports organizations can take to help lower the risk of COVID-19 exposure and reduce the spread during competition and practice. The more people a child or coach interacts with, the closer the physical interaction, the more sharing of equipment there is by multiple players, and the longer that interaction, the higher the risk of COVID-19 spread. Therefore, risk of COVID-19 spread can be different, depending on the type of activity. The risk of COVID-19 spread increases in youth sports settings as follows:

- **Lowest Risk:** Performing skill-building drills or conditioning at home, alone or with family members.
- **Increasing Risk:** Team-based practice.
- **More Risk:** Within-team competition.
- **Even More Risk:** Full competition between teams from the same local geographic area.
- **Highest Risk:** Full competition between teams from different geographic areas.

If organizations are not able to keep in place safety measures during competition (for example, maintaining social distancing by keeping children 6 feet apart at all times), they may consider dropping down a level and limiting participation to within-team competition only (for example, scrimmages between members of the same team) or team-based practices only. Similarly, if organizations are unable to put in place safety measures during team-based activities, they may choose individual or at-home activities, especially if any members of the team are at [high-risk for severe illness](#).

Assessing Risk

The way sports are played, and the way equipment is shared can influence the spread of COVID-19 among players. When you are assessing the risk of spread in your sport, consider:

- **Physical closeness of players, and the length of time that players are close to each other or to staff.** Sports that require frequent closeness between players may make it more difficult to maintain social distancing, compared to sports where players are not close to each other. For close-contact sports (e.g., wrestling, basketball), play may be modified to safely increase distance between players.
 - For example, players and coaches can:
 - focus on individual skill building versus competition;

- limit the time players spend close to others by playing full contact only in game-time situations;
- decrease the number of competitions during a season.

Coaches can also modify practices so players work on individual skills, rather than on competition. Coaches may also put players into small groups (cohorts) that remain together and work through stations, rather than switching groups or mixing groups.

- **Amount of necessary touching of shared equipment and gear (e.g., protective gear, balls, bats, racquets, mats, or water bottles).** It is also possible that a person can get COVID-19 by touching a surface or object that has the virus on it, and then touching their own mouth, nose, or eyes. Minimize equipment sharing, and clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.
- **Ability to engage in social distancing while not actively engaged in play (e.g., during practice, on the sideline, or in the dugout).** During times when players are not actively participating in practice or competition, attention should be given to maintaining [social distancing](#) by increasing space between players on the sideline, dugout, or bench. Additionally, coaches can encourage athletes to use downtime for individual skill-building work or cardiovascular conditioning, rather than staying clustered together.
- **Age of the player.** Older youth might be better able to follow directions for social distancing and take other protective actions like not sharing water bottles. If feasible, a coach, parent, or other caregiver can assist with making sure that athletes maintain proper social distancing. For younger athletes, youth sports programs may ask parents or other household members to monitor their children and make sure that they follow social distancing and take other protective actions (e.g., younger children could sit with parents or caregivers, instead of in a dugout or group area).
- **Players at higher risk of developing serious disease.** Parents and coaches should assess level of risk based on individual players on the team who may be at [higher risk for severe illness](#), such as children who may have asthma, diabetes, or other health problems.
- **Size of the team.** Sports with a large number of players on a team may increase the likelihood of spread, compared to sports with fewer team members. Consider decreasing team sizes, as feasible.
- **Nonessential visitors, spectators, volunteers.** Limit any nonessential visitors, spectators, volunteers, and activities involving external groups or organizations.
- **Travel outside of the local community.** [Traveling](#) outside of the local community may increase the chances of exposing players, coaches, and fans to COVID-19, or unknowingly spreading it to others. This is the case particularly if a team from an area with high levels of COVID-19 competes with a team from an area with low levels of the virus. Youth sports teams should consider competing only against teams in their local area (e.g., neighborhood, town, or community).

Promoting Behaviors that Reduce Spread

Youth sports organizations may consider implementing several strategies to encourage behaviors that reduce the spread of COVID-19.

- **Staying Home when Appropriate**

- Educate staff and player families about when they should stay home and when they can return to activity
 - Actively encourage sick staff, families, and players to stay home. Develop policies that encourage sick employees to stay at home without fear of reprisal, and ensure employees aware of these policies.
 - [Individuals, including coaches, players, and families, should stay home](#) if they have tested positive for or are showing COVID-19 [symptoms](#).
 - Individuals, including coaches, players, and families, who have recently had a [close contact](#) with a person with COVID-19 should also [stay home and monitor their health](#).
 - CDC's criteria can help inform return to work/school policies:
 - [If they have been sick with COVID-19](#)
 - [If they have recently had a close contact with a person with COVID-19](#)
- **Hand Hygiene and Respiratory Etiquette**
 - Teach and reinforce [handwashing](#) with soap and water for at least 20 seconds
 - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used (for staff and older children who can safely use hand sanitizer).
 - Do not allow spitting and encourage everyone to cover their coughs and sneezes with a tissue or use the inside of their elbow. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
 - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used.
- **Masks**
 - Teach and reinforce the use of [masks](#). Masks are not intended to protect the wearer, but rather to reduce the risk of spreading COVID-19 from the person wearing the mask (who may not have any symptoms of disease). Masks may be challenging for players (especially younger players) to wear while playing sports. Masks should be worn by coaches, youth sports staff, officials, parents, and spectators as much as possible.
 - Wearing masks is most important when physical distancing is difficult.
 - People wearing masks should be reminded to not touch the mask and to [wash their hands](#) frequently. Information should be provided to all participants on the [proper use, removal, and washing of masks](#).
 - Note: Masks should **not** be placed on:
 - Babies and children younger than 2 years old;
 - Anyone who has trouble breathing or is unconscious;
 - Anyone who is incapacitated or otherwise unable to remove the mask without assistance.
- **Adequate Supplies**
 - If hand washing facilities are available, support healthy hygiene by providing supplies including soap, paper towels, tissues, and no-touch/foot pedal trash cans. If hand washing facilities are not available, provide hand sanitizer with at least 60% alcohol (for coaches, staff and older players who can safely use hand sanitizer).
- **Signs and Messages**

- Post signs in highly visible locations (e.g., at entrances and exits, and in restrooms) that [promote everyday protective measures](#) and describe how to [stop the spread](#) of germs such as by [properly washing hands](#) and [properly wearing a mask](#).
- Broadcast [regular announcements on public announcement \(PA\) system](#)
- Include COVID-19 prevention messages (for example, [videos](#)) about behaviors that prevent spread of COVID-19 when communicating with staff, volunteers, officials, and families. This could include links, videos, and prevention messages in emails, on organization websites, and through the team and league's [social media accounts](#).
- Find freely available CDC print and digital resources on [CDC's communication resources](#) main page.

Maintaining Healthy Environments

Youth sports organizations may consider implementing several strategies to maintain healthy environments.

• Cleaning and Disinfection

- [Clean and disinfect](#) frequently touched surfaces on the field, court, or play surface (e.g., drinking fountains) at least daily, or between uses as much as possible. Use of shared objects and equipment (e.g., balls, bats, gymnastics equipment) should be limited, or cleaned between use by each individual if possible.
- Develop a schedule for increased, routine cleaning and disinfection.
- Ensure [safe and correct use](#) and storage of disinfectants, including storing products securely away from children. Use products that meet [EPA disinfection criteria](#).
- Identify an adult staff member or volunteer to ensure proper cleaning and disinfection of objects and equipment, particularly for any shared equipment or frequently touched surfaces.
- Cleaning products should not be used near children, and staff should ensure that there is adequate ventilation when using these products to prevent children or themselves from inhaling toxic fumes.
- Use gloves when removing garbage bags or handling and disposing of trash. [Wash hands after removing gloves](#).

• Shared Objects

- Discourage sharing of items that are difficult to clean, sanitize, or disinfect. Do not let players share towels, clothing, or other items they use to wipe their faces or hands.
- Make sure there are adequate supplies of shared items to minimize sharing of equipment to the extent possible (e.g., protective gear, balls, bats, water bottles); otherwise, limit use of supplies and equipment to one group of players at a time and clean and disinfect between use.
 - Keep each player's belongings separated from others' and in individually labeled containers, bags, or areas.
 - If food is offered at any event, have pre-packaged boxes or bags for each attendee instead of a buffet or family-style meal. Avoid sharing food and utensils. Offer hand sanitizer or encourage hand washing.

• Ventilation

- If playing inside, ensure ventilation systems or fans operate properly. Increase circulation of outdoor air as much as possible, for example by opening windows and doors. Do not open windows and doors if doing so poses a safety or health risk (e.g., risk of falling or triggering asthma symptoms) to players or others using the facility.
- **Water Systems**
 - To minimize the risk of [Legionnaires' disease](#) and other diseases associated with water, [take steps](#) to ensure that all water systems and features (e.g., drinking fountains, decorative fountains) are safe to use after a prolonged facility shutdown. Drinking fountains should be cleaned and disinfected but encourage staff and players to bring their own water to minimize touching water fountains.
- **Modified Layouts and Social (Physical) Distancing**
 - Identify adult staff members or volunteers to help maintain [social distancing](#) among youth, coaches, umpires/referees, and spectators (if state and local directives allow for spectators).
 - Space players at least 6 feet apart on the field while participating in the sport (e.g., during warmup, skill building activities, simulation drills)
 - Discourage unnecessary physical contact, such as high fives, handshakes, fist bumps, or hugs.
 - Prioritize outdoor, as opposed to indoor, practice and play as much as possible.
 - Create distance between players when explaining drills or the rules of the game.
 - If keeping physical distance is difficult with players in competition or group practice, consider relying on individual skill work and drills.
 - Encourage players to wait in their cars with guardians until just before the beginning of a practice, warm-up, or game, instead of forming a group.
 - Limit the use of carpools or van pools. When riding in an automobile to a sports event, encourage players to ride to the sports event with persons living in their same household.
 - If practices or competition facilities must be shared, consider increasing the amount of time between practices and competitions to allow for one group to leave before another group enters the facility. If possible, allow time for cleaning and/or disinfecting.
- **Physical Barriers and Guides**
 - Provide physical guides, such as signs and tape on floors or playing fields, to make sure that coaches and players remain at least 6 feet apart.
- **Communal Spaces**
 - Close shared spaces such as locker rooms, if possible; otherwise, stagger use and [clean and disinfect](#) between use.
 - Limit the number of players sitting in confined player seating areas (e.g., dugouts) by allowing players to spread out into spectator areas if more space is available (e.g., if spectators are not allowed).

Maintaining Healthy Operations

Youth sports organizations may consider implementing several strategies to maintain healthy operations.

- **Protections for Staff and Players at Higher Risk for Severe Illness from COVID-19**
 - Offer options for individuals at [higher risk of severe illness from COVID-19](#) that limit exposure risk (such as virtual coaching and in-home drills).
 - Limit youth sports participation to staff and youth who live in the local geographic area (e.g., community, city, town, or county) to reduce risk of spread from areas with higher levels of COVID-19.
- **Regulatory Awareness**
 - Be aware of state or local regulatory agency policies related to group gatherings to determine if events can be held.
- **Identifying Small Groups and Keeping them Together (Cohorting)**
 - Keep players together in small groups with dedicated coaches or staff, and make sure that each group of players and coach avoid mixing with other groups as much as possible. Teams might consider having the same group of players stay with the same coach or having the same group of players rotate among coaches.
 - Consider staging within-team scrimmages instead of playing games with other teams to minimize exposure among players and teams.
- **Staggered Scheduling**
 - Stagger arrival and drop-off times or locations by cohort (group) or put in place other protocols to limit contact between groups and with guardians as much as possible. One example is increasing the amount of time between practices and competitions to allow for one group to depart before another group enters the facility. This also allows for more time to clean the facility between uses.
 - When possible, use flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) to help establish policies and practices for social distancing (maintaining a distance of approximately 6 feet) between employees and others, especially if social distancing is recommended by state and local health authorities.
- **Gatherings, Spectators, and Travel**
 - Avoid group events, such as games, competitions, or social gatherings, where spacing of at least 6 feet between people cannot be maintained.
 - Limit any nonessential visitors, spectators, volunteers, and activities involving external groups or organizations as much as possible – especially with individuals not from the local geographic area (e.g., community, town, city, or county).
 - Avoid activities and events such as off-site competitions or excursions (e.g., watching a professional team compete).
- **Designated COVID-19 Point of Contact**
 - Designate a youth sports program staff person to be responsible for responding to COVID-19 concerns. All coaches, staff, officials, and families should know who this person is and how to contact them.
- **Communication Systems**
 - Put systems in place for:
 - Consistent with applicable law and privacy policies, having coaches, staff, umpires/officials, and families of players (as feasible) self-report to the youth sports organization if they have [symptoms](#) of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days in accordance with [health information sharing regulations for COVID-19](#) (e.g., see “Notify Health Officials and Close Contacts” in

- the **Preparing for When Someone Gets Sick** section below), and other applicable laws and regulations.
 - Notifying staff, officials, families, and the public of youth sports facility closures and restrictions in place to limit COVID-19 exposure (e.g., limited hours of operation).
- **Leave (Time Off) Policies**
 - Implement flexible sick leave policies and practices for coaches, officials, and staff that enable employees to stay home when they are sick, have been exposed, or [caring for someone who is sick](#).
 - Examine and revise policies for leave, telework, and employee compensation.
 - Leave policies should be flexible and not be punitive to people for taking time off and should allow sick employees to stay home and away from co-workers. Leave policies should also account for employees who need to stay home with their children if there are school or childcare closures, or to care for sick family members.
 - Develop policies for return-to-play after COVID-19 illness. CDC's criteria to [discontinue home isolation and quarantine](#) can inform these policies.
- **Back-up Staffing Plan**
 - Monitor absenteeism of coaches and officials, cross-train staff, and create a roster of trained back-up personnel.
- **Coach and Staff Training**
 - Train coaches, officials, and staff on all safety protocols.
 - Conduct training virtually, or ensure that [social distancing](#) is maintained during training.
- **Recognize Signs and Symptoms**
 - If feasible, conduct daily health checks (e.g., [symptom checking](#)) of coaches, officials, staff, and players safely and respectfully, and in accordance with any applicable privacy and confidentiality laws and regulations.
 - Youth sports program administrators may use examples of screening methods found in CDC's supplemental [Guidance for Child Care Programs that Remain Open](#) as a guide for screening children, and CDC's [General Business FAQs](#) for screening staff.
- **Sharing Facilities**
 - Encourage any organizations that share or use the youth sports facilities to also follow these considerations.
- **Support Coping and Resilience**
 - Encourage employees to take breaks from watching, reading, or listening to news stories, including social media if they are feeling overwhelmed or distressed.
 - Promote healthy eating, exercising, getting sleep, and finding time to unwind.
 - Encourage employees to talk with people they trust about their concerns and how they are feeling.
 - Consider posting signs for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746

Preparing for When Someone Gets Sick

Youth sports organizations may consider implementing several strategies to prepare for when someone gets sick.

- **Advise Sick Individuals of Home Isolation Criteria**
 - Sick coaches, staff members, umpires/officials, or players should not return until they have met CDC's [criteria to discontinue home isolation](#).
- **Isolate and Transport Those Who are Sick**
 - Make sure that coaches, staff, officials, players, and families know that sick individuals should not attend the youth sports activity, and that they should notify youth sports officials (e.g., the COVID-19 point of contact) if they (staff) or their child (families) become sick with COVID-19 [symptoms](#), test positive for COVID-19, or have been [exposed](#) to someone with COVID-19 symptoms or a confirmed or suspected case.
 - Immediately separate coaches, staff, officials, and players with COVID-19 [symptoms](#) (i.e., fever, cough, shortness of breath) at any youth sports activity. Individuals who are sick should go home or to a healthcare facility, depending on how severe their symptoms are, and follow [CDC guidance for caring for oneself and others](#) who are sick. Individuals who have had [close contact](#) with a person who has [symptoms](#) should be separated and sent home as well, and follow [CDC guidance for community-related exposure](#) (see “Notify Health Officials and Close Contacts” below). If symptoms develop, individuals and families should follow [CDC guidance for caring for oneself and others](#) who are sick.
 - Establish procedures for safely transporting anyone who is sick to their home or to a healthcare facility. If you are calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19.
- **Clean and Disinfect**
 - Close off areas used by a sick person and do not use these areas until after [cleaning and disinfecting](#) them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
 - Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure [safe and correct use](#) and storage of [cleaning](#) and disinfection products, including storing them securely away from children.
- **Notify Health Officials and Close Contacts**
 - In accordance with state and local privacy and confidentiality laws and regulations, youth sports organizations should notify [local health officials](#), youth sports program staff, umpires/officials, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the [Americans with Disabilities Act \(ADA\)](#) and other applicable laws and regulations.
 - Work with [local health officials](#) to develop a reporting system (e.g., letter) youth sports organizations can use to notify health officials and close contacts of cases of COVID-19.
 - Advise those who have had [close contact](#) with a person diagnosed with COVID-19 to stay home and [self-monitor for symptoms](#), and to follow [CDC guidance](#) if symptoms develop.

CHAPTER 27. BOWLING ALLEYS, ARCADES, AND INDOOR AMUSEMENT FACILITIES

This Chapter includes requirements for amusement facilities and [Establishments](#) including bowling alleys, arcades, indoor mini-golf, laser tag, trampolines, and similar amusement facilities, but does not include amusement parks which, to operate, must obtain the approval of the State of Florida pursuant to the Governor's [Executive Order 20-123](#).

Bowling alleys, arcades, and indoor amusement facilities must comply with all applicable provisions of this Chapter 27.

Section 27.A. Capacity Requirements

- (1) The number of customers inside the [Establishment](#) at a given time must be limited, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the [Establishment's](#) maximum occupancy.
- (2) Designated portions of the [Establishment](#) that operate as food [Establishments](#) or restaurant are not subject to the 50% capacity limitation stated in subsection (1) above and may operate at up to 100% capacity of the food service portion of the [Establishment](#) if that portion of the [Establishment](#) complies with all requirements of Chapter 12 of this CEO.
- (3) [Establishments](#) must have at least one staff member whose primary responsibility is monitoring the facility for compliance with capacity, [CDC Guidelines](#), and [Social Distancing](#).

Section 27.B. Operations Requirements

- (1) The following portions of these [Establishments](#) must remain closed: amusement rides and fixed or stationary playground equipment (such as slides, swings, bounce houses, and monkey bars, ropes courses, and indoor playgrounds).
- (2) Each [Establishment](#) must create, implement, and enforce a safety and sanitation plan for reopening specific to its facility. This plan must be made available to Broward County, code [enforcement officers, law enforcement, and](#) customers upon request.
- (3) All persons in the [Establishments](#) must comply with the facial covering requirements, and maintain [Social Distancing](#) whenever possible.
- (4) Bowling [Establishments](#) must maintain one empty lane between occupied lanes at all times, unless the adjacent lanes are utilized only by members of the same group. No groups larger than 10 people are permitted. A maximum of 6 people per lane is permitted.

Section 27.C. Sanitation Requirements

- (1) [Establishments](#) must be deep cleaned no less than once every 24 hours of operation.
- (2) High touch points (e.g., door handles, arcade gaming machines) must be sanitized no less frequently than every 2 hours of operation.

- (3) Hand sanitizer must be available to patrons throughout the venue.
- (4) Rental or shared equipment, including, but not limited to, bowling shoes, bowling balls, skates, trampolines, go karts, and laser tag equipment, must be sanitized between each customer use.

CHAPTER 28. SHORT-TERM VACATION RENTALS

All vacations rentals must comply with the following:

Section 28.A. Operations Requirements

- (1) Rentals must comply with all State and local emergency orders.
- (2) The vacation rental owner/operator must provide the physical address of the vacation rental and the name, phone number, and email address for the owner/operator to reopening@broward.org.
- (3) Review and implement a record keeping process to maintain records of guests and staff movement. These records should be kept for a minimum of 60 days. Maintain records that will help you trace who has been in contact with any identified infected individuals that have stayed at your property. This includes, as applicable, maintaining guest registration records, employee work assignments, documentation of key control procedures and security camera files.
- (4) Reservations must be terminated immediately if the property is used for parties and other large gatherings that violate state and local emergency orders related to COVID-19.
- (5) Create a page on your website or social media that outlines what you are doing to clean, sanitize, disinfect, and keep guests safe. Consider adding a sentence to each online platform property listing description stating that your properties are clean, safe, and ready for guests' arrival.

Section 28.B. Check-in/Check-out Requirements

- (1) Except for renters performing military, emergency, governmental, health, or infrastructure response to the COVID-19 pandemic, or persons primarily engaged in non-vacation commercial activities, consider not accepting reservations from COVID-19 hot spots.
- (2) All properties must provide local COVID-19 guidance for guests. Broward County has a dedicated webpage that includes local information at broward.org/coronavirus.

Section 28.C. General Business Requirements

- (1) All rentals will be subject to Broward County's General Business Requirements of [Section 11.A](#) of this CEO.

- (2) Remote check-ins should be made available when possible to cut down on face-to-face interactions.
- (3) [CDC resources](#) must be provided to any guest while staying on property. These resources are available in multiple languages at the CDC website.
- (4) [CDC guidance](#) must be provided to guests traveling with pets and service/assistance animals if the property is pet friendly.
- (5) Employees or contractors working in short-term rentals must be provided [CDC related safety guidance](#) to minimize the transmission of the virus and provide further protection for employees and guests.

Section 28.D. Sanitation and Safety Requirements

- (1) All Department of Business and Professional Regulation (DBPR) sanitation guidelines must be followed, including [61C-3.001 Sanitation and Safety Requirements](#) of the transient lodging statutes.
- (2) [CDC Guidelines](#) for cleaning and disinfecting must be followed for all lodging.
- (3) Extra time must be allowed for enhanced cleaning procedures to take place between stays based upon the use of CDC cleaning and sanitization procedures.
- (4) To inform guests, signs must be placed at each property highlighting the cleaning protocols between stays.
- (5) If multiple members of the cleaning and/or rental staff are present at a property, they should maintain at least 6 feet of distance between each other at all times and wear facial coverings.
- (6) The number of guests on elevators must be limited to maintain [Social Distancing](#) requirements, unless all of the users are from the same household or family.

Section 28.E. Occupancy and Use Limitations

- (1) Occupancy and use of vacation rentals must be limited at all times to the number of guests listed on the vacation rental reservation. The property owner or property manager must keep a list of the number and the names of the guests that will be staying at the property. Only those persons on the list, and any guests approved in writing by the property owner or property manager, may utilize the property. The person responsible for the vacation rental reservation and the person named on the vacation rental reservation must ensure compliance by all guests with all requirements of this CEO.
- (2) In addition to any requirements of Chapter 5, total persons at any vacation rental at any time, inclusive of guests, must be limited to no more than 6 people (unless all people are of the same household, in which event no more than 10 people from the same household may occupy or utilize the property).

- (3) Property owners and managers must ensure compliance with these limitations, including through periodic monitoring.

Section 28.F. Pools and Beaches and other Amenities

- (1) Use and access to pools and beaches must comply with the applicable Specific Use requirements in Chapters 21 and 25. Use and access of all other Amenities, such as gyms and community rooms, must comply with the applicable Specific Use requirements from Chapters 12 through 30.

Section 28.G. Case Notification

- (1) At minimum, confirmed cases of COVID-19 must be immediately reported to [local authorities](#) in accordance with appropriate actions recommended by the [CDC](#).

CHAPTER 29. NON-PROFESSIONAL ORGANIZED SPORTING EVENTS WITH SPECTATORS

Venues hosting non-professional [Organized Sport](#) events with spectators must comply with all applicable requirements of this CEO, including this Chapter 29, and applicable [CDC Guidelines](#). **This Chapter 29 does not apply to venues hosting professional sporting events.**

Section 29.A. Operational Requirements

- (1) Venues hosting non-professional sporting events with spectators must have operational plans that, at a minimum, outline the seating charts and circulation patterns for the venue. The operational plans must be approved in writing by the governing body of the athletic league or [Organized Sport](#). The operational plans must be made available upon request by Broward County, a code enforcement or law enforcement authority, or any member of the public.
- (2) All ticketing must be pre-sale. To the extent possible, the ticket verification system should be touchless.
- (3) Waiting lines must be appropriately marked to promote [Social Distancing](#) of at least 6 feet in all directions.
- (4) Bleacher seating must be marked to ensure 6 feet of [Social Distancing](#).
- (5) The venue must operate at no more than 25% of its seating capacity.
- (6) To the maximum extent possible, pedestrian flow must be in one-way circulation patterns.
- (7) Groups of more than 10 people are prohibited.
- (8) Spectators at all ticketed events must sign an acknowledgement form through a paperless ticketing system agreeing to abide by all applicable rules set forth in this CEO, including [Social Distancing](#) and facial covering requirements.

- (9) Dedicated staff or other individual(s) designated by the venue must ensure compliance with the 6-foot [Social Distancing](#) requirements and facial covering requirements.
- (10) Spectators and event personnel, including concessionaires but excluding referees, must wear facial coverings at all times in accordance with Chapter 3 of this CEO. Referees must wear facial coverings at all times except while actively officiating an [Organized Sporting](#) event.
- (11) Individuals actively participating in an [Organized Sporting](#) event (e.g., players and referees) are exempt from facial covering requirements, but only as expressly stated in Chapter 3 of this CEO.
- (12) If food and beverage service will be available at the event, such service must be in a concession area separate from the stands, bleachers, and seats. Non-cash transactions should be encouraged. If food and beverage service is available, consumption of such foods and beverages must be at a designated area. There shall be no consumption of food or beverages in the stands, bleachers, or seats.
- (13) All food service operations, including seating areas and concession areas, must comply with the [Specific Use](#) requirements in Chapter 12 of this CEO. Designated portions of the venue that operate as food [Establishments](#) or restaurants are not subject to the seating limitations stated in subsection (5) above and may operate at up to 100% capacity of the food service portion of the venue if that portion of the venue complies with all requirements of Chapter 12 of this CEO.

Section 29.B. Sanitation Requirements

- (1) The concession area(s), designated area(s) for consumption of food and beverages, and restroom areas must be disinfected at least hourly during the event.
- (2) If smoking is permitted, smoking must be limited to a designated area(s) and 10 feet of [Social Distancing](#) must be maintained at all times between members of different groups.

CHAPTER 30. FUNCTION SPACES

Ballrooms, banquet halls, catering halls, and other [Establishments](#) operating [Function Spaces](#) (indoor and outdoor) must comply with all applicable requirements of this CEO, including this Chapter 30, and applicable [CDC Guidelines](#).

Section 30.A. Capacity Requirements

- (1) [Function Spaces](#) may operate at the greater of (a) up to 50% maximum capacity, or (b) 100 -person maximum, except as provided in subsection (2) below.
- (2) [Function Spaces](#) licensed to serve food may operate in compliance with the capacity requirements of Chapter 12 (All Establishments Serving Food or Alcohol).

Section 30.B. Operational Requirements

- (1) Each event held at or in a [Function Space](#) that is expected to be attended by 10 or more people must have a designated monitor to ensure compliance with the requirements of this CEO, including this Chapter 30 and facial covering requirements.
- (2) [Function Spaces](#) wishing to hold or host any events must enter into a contractual agreement with the customer wishing to have an event at the [Function Space](#). Such agreement must, at a minimum, meet the following requirements:
 - (a) The contract between the [Function Space](#) and the customer must outline all applicable requirements of this CEO, including [Social Distancing](#) and facial covering requirements.
 - (b) The contract must clearly state that for purposes of the contract and this CEO, the word “household” refers to a group of persons that are residing together in the same home and not just persons that are of the same family but do not live together.
 - (c) Upon entering into a contract, the customer booking the [Function Space](#) must be provided with a copy of Chapter 1, Chapter 2, and Chapter 30 of this CEO.
 - (d) The contract between the [Function Space](#) and the customer must clearly state that failure to abide by all applicable requirements of this CEO in connection with the event will immediately result in the event being suspended by the operator of the [Function Space](#), and all those in violation of the CEO will be immediately removed from the premises.
- (3) All guests must have pre-assigned tables. Guests should be informed of their assigned table prior to the event in order to avoid the need for table cards. In the event table cards are needed, the tables where the table cards are located must be spread out to the fullest extent needed to prevent crowding.
- (4) Food and drinks may only be consumed while customers are seated at their assigned tables.
- (5) Food and drinks must be served by [Function Space](#) staff. No self-service buffets, family-style meals, or passed hors d’oeuvres are allowed.
- (6) Guests must wear facial coverings in accordance with Chapter 3 of this CEO, which requires guests to wear facial coverings at all times except for the shortest practicable period of time when actively eating or drinking. Guests do not have to wear facial coverings for the shortest practicable period of time required to take a photograph, provided that facial coverings are worn immediately before and after the picture has been taken. Staff working the event must wear facial coverings at all times.
- (7) For events where a cake will be displayed, the cake must be out of reach of guests. Any cake consumed at the event must be served to guests by staff or designated personnel.

- (8) For events with dessert tables, the dessert tables must be out of reach of guests. Any desserts consumed at the event must be served to guests by staff or designated personnel.
- (9) All activities that encourage people to congregate should be avoided (e.g., bouquet or garter toss).
- (10) During Cocktail hours or receptions, guests must be seated at their assigned tables, including while ordering and consuming food and drinks.
- (11) Performers providing live entertainment at the [Function Space](#) must maintain at least 10 feet of distancing from guests at all times.

Section 30.C. Sanitation Requirements

In addition to following all applicable requirements in Chapter 11 and Chapter 12, all [Function Spaces](#) must comply with the following requirements:

- (1) HVAC air filters should be cleaned or replaced at least monthly to maximize clean air.
- (2) Hand sanitation stations must be available throughout the [Function Space](#) and at all entryways and exit doors.

Section 30.D. Signage Requirements

[Function Spaces](#) must post the signage required by Chapter 7. If the [Function Space](#) will serve food or alcohol, the signage designated “Restaurants and Food Establishments Required Signage” must be posted in addition to the signage designated “All Commercial Establishments Required Signage.” The required signage is available at <https://www.broward.org/CoronaVirus/Pages/EmergencyOrders.aspx>.

CHAPTER 31. SCHOOLS

Section 31.A. Requirements that Do Not Apply to Schools

Schools are not “[Establishments](#)” and therefore are not subject to the requirements and guidelines imposed on [Establishments](#), including requirements regarding facial coverings and gathering limitations. However, the use of facial coverings and the limitation of gatherings are encouraged.

Schools that are not operated by or under the jurisdiction of The School Board of Broward County, such as private or religious schools, are encouraged to develop, and operate in accordance with, a reopening plan that complies with [CDC Guidelines](#).

Section 31.B. Applicable Requirements for Schools

All extracurricular and/or non-academic activities of schools operating in Broward County must comply with the requirements of this Section 31.B and Chapter 26 (but not any other Chapters referenced in Chapter 26). To the extent the extracurricular or non-academic activity is a non-professional [Organized Sporting](#) event with spectators, compliance with Chapter 29 of this CEO is required. This section applies to after-school activities of schools such as [Organized Sports](#) or clubs, but does not apply to extracurricular courses, as defined by Section 1003.01(15), Florida

Statutes, or to disciplinary activities of schools. All activities should comply with the CDC's "Considerations for Schools," which are available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>.

CHAPTER 32. BROWARD COUNTY GOVERNMENTAL MEETINGS

To limit the risk of additional community spread, public participation in meetings of Broward County boards and committees, including the Broward County Board of County Commissioners ("County Commission"), is primarily by telephone. Board meetings of Broward County boards and committees are generally not open to in-person attendance other than by members of the board and specific additional persons whose presence is necessary for the meeting. The public notice of the particular meeting of the board or committee will provide additional information on how to view the meeting or provide comments on an item being considered at the meeting. If you do not have a telephone or cannot access the meeting by one of the listed methods, please notify the County at the following email address (publicinfo@broward.org), telephone number (954-357-6990), or physical mailing address (Office of Public Communications, Broward County Governmental Center, 115 S. Andrews Ave., Fort Lauderdale, FL 33301) at least three (3) days before the meeting, so that the County can ensure a physical access point is available and communicate the location of the access point to you.

Section 32.A. How to Watch and Participate in County Commission Meetings

Full information on how to watch and participate in County Commission meetings, including how to submit a speaker request and guidelines for speaker presentations, is posted at <https://www.broward.org/Commission/Meetings/Pages/default.aspx>.

CHAPTER 33. APPLICABILITY

This CEO applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County. The provisions of this CEO shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this CEO that (i) conflict(s) with any state or federal law or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order (a) expressly preempts the substance of this CEO or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this CEO, with the remainder of the CEO remaining intact and in full force and effect.

To the extent application of some or all of the provisions of this CEO is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this CEO.

Nothing in this CEO or any Broward County Emergency Order shall apply to an [Establishment](#) solely to the extent such [Establishment](#) is being utilized by a professional sports team to conduct or host a training, competition, event, or game in accordance with the Governor's Executive Order 20-123.

INDEX

Amenities	
Definition.....	6
CDC Guidelines	
Definition.....	6
Common Areas	
Definition.....	6
Establishments	
Definition.....	6
Establishments Permitted to Operate	18
Exceptions to Gathering Limits	12
Facial Coverings	
At Establishments.....	8
Common Areas.....	8
Exceptions	
Children Under 2.....	9
Disability or medical condition.....	9
Eating, drinking, or receiving service	9
In the water	10
Licensed childcare facilities	9
Personal residence	11
Solitary workers.....	10
Face shields	7
Fit and fabric.....	7
Generally	7
Outside personal residence.....	7
Workers at Establishments	8
Gathering Limits	
Generally	12
Gatherings	
General	11
Limits on Residential Property.....	12
Penalties	
Generally	17
Responsibility	
Commercial Properties	16
Establishments	16
For Gatherings	15
Individual	15
Residential Property	15
Sick or Tested Positive	15
Schools	
Definition.....	6
Signage	
Generally	13

Required Signs	14
Sign Specifications.....	13
Social Distancing	11
Specific Use	
Beaches	43
Boating and Marine Activities	33
Bowling Alleys, Arcades, and Indoor Amusement Facilities.....	54
Commercial Gyms and Fitness Centers.....	41
Community Rooms, Fitness Centers, and Gyms in Housing Developments	29
Definition.....	7
Establishments Serving Food or Alcohol.....	21
Establishments with On-Site Operations	19
Function Spaces.....	58
Golf Courses	35
Hotels, Motels, and Commercial Lodging Establishments	38
Movie Theaters, Auditoriums, Playhouses, Concert Halls, and Pari-Mutuel Establishments	28
Museums	30
Non-Professional Organized Sporting Events with Spectators	57
Parks, and Recreational Facilities Outside of Parks	31
Personal Services.....	27
Pool Decks, Pools, and Other Residential Recreational Amenities in Housing Developments.....	36
Public Community Pools and Private Club Pools.....	37
Retail Establishments	26
Schools.....	60
Short-Term Vacation Rentals	55
Youth Activities and After-School Activities.....	45

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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

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

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

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

37 **WHEREAS**, Resolution 2016-20 updated the Development review of fee schedule; and
38 the Town moved the fee schedules from Development to Administration for Special
39 Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee
40 schedule the plazas and pavilion, while also updating when payment of fees or monies due the
41 Town;

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

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

48 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
49 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**
50

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 follows¹:

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. <u>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</u> 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 <u>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:</u> 1. <u>Less than 75 people at any time</u> 2. <u>2. Located along Commercial Boulevard from Seagrape to West Tradewinds</u> <u>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event</u> <u>Application filed within 30 days of an event will not be accepted.</u>	
	1. <u>Submitted at least 60 days in advance of the proposed event date</u>	<u>\$20</u>
	2. <u>Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.</u>	<u>\$50</u> <u>Plus costs, not to exceed \$1,500.</u>
	3. <u>A recurring event within a 12 month period (for example, once a week or once a month).</u>	<u>\$15 per event day</u>
	4. <u>An event that has been advertised prior to Commission approval.</u>	<u>\$250 in additional to the application fee</u>
	5. <u>Events that charges admission or registration or sell commercial products or services</u>	<u>Set by the Town Manager based on purpose, number of attendees, and impact on the area.</u>

64

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.	

65

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.			

66

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.

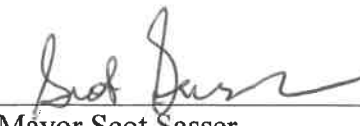
5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental 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 October day of March 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

90

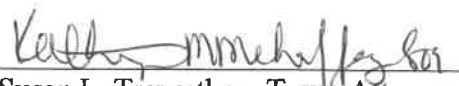
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney
Kathryn Mehalley



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Neysa Herrera

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Speed Hump Request for Spanish River Drive (Neysa Herrera, Assistant to the Town Manager)

Explanation: On October 27, 2015, the Town Commission approved a policy that allows an individual, group of individuals, or homeowner's associations to request the installation of speed tables (**Exhibit 1 – Agenda Memo, Exhibit 2 – Town Commission Meeting Minutes**). The Town Speed Tables Policy (Exhibit 3) describes a 7-step process to request the Town to consider installing speed tables to calm traffic on a neighborhood street.

The Town received a request for the installation of a speed hump on Spanish River Drive from John Graziano on February 18th. The petition was signed by eleven out of the 18 property owners on the street (**Exhibit 4**), which meets the requirements of the Policy's first step. As required by step 2, staff has reviewed and certified that the signatures on the petition account for more than 51% of the property owners on the street.

The third step is staff asking Broward County to complete a speed study and accident data reviews required to determine whether the proposed table is warranted by traffic engineering standards. The third step requires Town Commission direction. The purpose of this step is to determine if the County will install the speed table or if the Town must fund the installation and assume the liability.

If the Commission directs staff to move forward with step 3, the results of the study will be presented to the Commission for review and direction sought on whether to proceed with the next step (Step 5).

Town Engineer Flynn has roughly estimated that the installation of this speed hump would cost approximately \$10,000 and is not currently funded in the FY21 budget. The Town Commission will have the final decision on funding and award of the contract, once all the steps in the policy have been taken.

Recommendation:

Consider the request and provide direction to staff on whether to move forward with Step 3 of the Speed Table Policy.

Attachments:

1. October 27, 2015 Speed Hump Agenda memo
2. October 27, 2015 Town Commission Meeting Minutes
3. Town Speed Table Policy
4. Spanish River Drive Request for a Speed Hump



Item No. _____

Agenda Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING DATE: October 27 , 2015

- | | | | |
|--|---|--|---------------------------------------|
| ☐ Presentation | ☐ Reports | ☐ Consent | ☐ Ordinance |
| ☐ Resolution | ☐ Quasi-Judicial | ☒ Old Business | ☐ New Business |
| ☐ FY2016 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: POLICY FOR REQUESTING SPEED TABLES

EXPLANATION: Last summer, the Commission discussed the need for a policy for an individual, group of individuals or homeowner's association to request the installation of speed tables. The Mayor and I agreed to work on that and propose the following:

Step 1 To start the process, the proponent should submit a petition to the Town signed by 50% of the property owners on the actual street or streets on which the speed humps are proposed to be placed. The petition should have the printed name and address, and signature of each person who signs it and should be specific about where they are requesting the speed tables be located. An email from an individual will be accepted as a petition signature if it indicates support and provides the person's name and address.

Step 2 Upon receipt of such a petition, Town staff would place the item on the agenda to see if the Commission wants to proceed with the next steps, or is opposed to the proposed speed tables.

Step 3 With Commission direction to proceed, staff would ask the County to do the speed study and accident data reviews required to determine whether the speed tables are warranted by traffic engineering standards. (The purpose of this step is to see if we have to assume liability for speed tables if installed, or whether the County does under the terms of our traffic engineering services agreement.)

Step 4 County study results are presented to the Commission and direction sought on whether to proceed to next step.

Step 5 Assuming the Town Commission wishes to proceed, Town staff defines the area of affected residents and downloads a list of property owners who would be affected. That is given to the proponent (individual or civic association) in the form of a petition to acquire property owners' signatures.

Step 6 Proponent submits the signed petitions to the Town once they have acquired 50% of the property owners' signatures in agreement. Once again, an email from the property owner will be accepted as affirming the petition.

Agenda Memorandum

Page 2



Step 7 Project is assigned to the Town Engineer to design the speed tables, bids are taken and brought back to the Commission for final approval/award.

We seek the Commission's input on this proposed policy.

Reviewed by Town Attorney:

☐	Yes	☒	No
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Agenda Memorandum

Page 3



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 27, 2015
7:00 PM**

1. CALL TO ORDER, MAYOR SCOT SASSER

Mayor Scot Sasser called the meeting to order at 7:03 p.m. Also present were Vice Mayor Chris Vincent, Commissioner Mark Brown, Commissioner Stuart Dodd, Commissioner Elliot Sokolow, Town Manager Connie Hoffmann, Assistant Town Manager Bud Bentley, Assistant to the Town Manager Pat Himelberger, Development Services Director Linda Connors, Town Attorney Susan L. Trevarthen, Finance Director Tony Bryan, Municipal Services Director Don Prince, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Smith.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor James Corgue gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

A discussion of waiving parking fees in the El Prado lot for Veterans' Day was added as Item 13c under New Business.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Sasser opened public comment.

John Oughton, resident, requested that the Commission consider repaving West Tradewinds Avenue in 2016, in keeping with other Town roadway improvements.

Courtney Stanford, representing the Chamber of Commerce, announced that the Chamber will partner with American Express Small Business Saturday on November 28, 2015 on the Windows-By-The-Sea campaign. All interested local merchants may participate.

Marie Chiarello, resident, addressed Item 13b, stating that two Commissioners have sided with the interests of contractors rather than the interests of Town residents. She stated that the Commission should have followed Staff recommendations and levied more stringent fines and fees on contractors who fail to meet deadlines.

Mary Ellen Renuart, resident, also addressed Item 13b, noting that the Town's fee schedule should differentiate between large and small projects. She did not agree with the proposal that the Town Manager should be able to grant extensions in the case of extenuating circumstances without a clearer definition of both circumstances and extensions. She also expressed concern with the Town's adherence to existing fines, and whether or not these fines serve as deterrents. She encouraged better vetting of these issues before fines are changed.

7. PUBLIC SAFETY DISCUSSION

a. VFD September 2015 Report (Chief Judson Hopping)

Commissioner Dodd made a motion, seconded by Commissioner Brown, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Chamber of Commerce September 2015 Report (Tedra Smith, Town Clerk)

The Commissioners accepted the report without discussion.

b. Town Manager Report (Connie Hoffmann, Town Manager)

Town Manager Connie Hoffmann reported on the recent improvements of the Town's tennis and bocce courts, including new surfacing or lighting. She added that the Basin Drive drainage project progress.

The Commercial Boulevard streetscape project i has encountered difficulties, including utility relocation issues and variances in the existing road base. The Florida Department of Transportation (FDOT) is requiring the Town to rebuild the roadway rather than just mill and resurface, which will be very costly. She said the change order assumes that all four quadrants of Commercial Boulevard will require rebuilding, however, Flynn Engineering anticipates that there may be a way to avoid some of those costs. Town Manager Hoffmann recommended that the change order be approved at a maximum amount so there is no delay to the project, but that staff and the Town Engineer will work to get those costs down.

Mayor Sasser asked if it would be possible to pave West Tradewinds Avenue as requested during Public Comment. Town Manager Hoffmann replied that funds are

budgeted for paving some Town roads in 2016 and that the Commission will decide on which streets.

9. TOWN ATTORNEY REPORT

Town Attorney Susan L. Trevarthen advised that the Town has received a request from a nontraditional party expressing interest in the Invocation program. She noted that, by law, this program is open to all interested entities. The requesting party will be placed among the rotation unless the Commission wishes to replace the Invocation with a moment of silence. It was agreed by consensus that the Commission would add the interested party to the rotation.

10. APPROVAL OF MINUTES

a. September 28, 2015 Town Commission Meeting Minutes (Tedra Smith, Town Clerk)

Commissioner Brown made a motion, seconded by Commissioner Dodd, to approve. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Timing on the Construction of the Public Restrooms (Connie Hoffmann, Town Manager)

Town Manager Hoffmann advised that bids to construct the restrooms could not possibly be awarded until December and it would be January 2016 before work began, which would move the project's timeline into the tourist season. It is anticipated that it would take five to six months to complete the building. Town Manager Hoffmann recommended that construction on this project not begin until approximately mid-April 2016, so as not to disrupt tourist season.

The Commissioners agreed by unanimous consensus to approve delaying construction until April 2016. Commissioner Dodd suggested using the property for additional parking until construction begins. Assistant Town Manager Bud Bentley advised that Staff would look into this, although he was not certain it would be an economically feasible use.

b. Policy for Requesting Speed Tables (Connie Hoffmann, Town Manager)

Mayor Sasser explained that Staff has developed policies to be followed by any individual, association, or representative wishing to request speed tables on a given street or within a neighborhood. Town Manager Hoffmann suggested that the request should be accompanied by a petition signed by 50% of the property owners on the street for which speed tables are requested. Emails from individuals would also be accepted as indications of support. Upon receipt of the petition, Town Staff would place this item on the Commission Agenda for further consideration.

If the Commission elects to proceed with the request, County traffic engineers would do a speed and accident study, which would then be submitted to the Commission. If the studies indicate a speed table is not warranted, the County would not cover it under the traffic engineering agreement and the Town would have to assume liability for it. Town Staff would determine the area that would be affected by speed tables and create a list of affected property owners. The proposing entity or person would then be asked to solicit these property owners' signatures indicating their support for the speed table request. She concluded that 50% of the affected property owners must agree for the Town to install the tables.

The Commissioners discussed the proposed policy, clarifying that a majority of at least 51% of property owners must approve. It was noted that this can be difficult if an area includes multiple rental or vacation rental properties.

Commissioner Dodd made a motion, seconded by Commissioner Sokolow, to approve requiring 51% of affected property owners to sign the petition. Motion carried 5-0.

13. NEW BUSINESS

a. Amendment to State Contracting's GMP for the Commercial Boulevard Streetscape Project for the Cost to Rebuild the Roadway to FDOT Specifications (Connie Hoffmann, Town Manager)

Mayor Sasser recalled that Town Manager Hoffmann had explained this Item during the Town Manager report. The request is to approve the GMP with the understanding that it is a maximum amount.

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

b. Time Restrictions on Construction (Connie Hoffmann, Town Manager)

Town Manager Hoffmann recalled that in recent months multiple projects have exceeded the Town's six-month construction deadline. She noted that is a Town Code provision, not a Building Code requirement. In many cases, the Commission has been willing to reduce fines and asked staff to come back with a reduction in the amount of the fines.

She reviewed the Town's existing fine structure, noting that fines begin to accrue once construction has exceeded the six-month limit:

- 1 to 30 days: \$50 per day
- 31 to 60 days: \$100 per day
- 61 days and over: \$500 per day

Town Staff recommends that the fine of \$50/day for the first 30 days should remain, but the next levels of fines be reduced to \$75/day for 31 to 60 days and to \$100 for 61 days and over.

Staff also discussed whether or not the time frame for some major projects should be modified, possibly allowing more time for projects undertaken by multi-family residences, condominiums, or commercial buildings over a certain size. Another suggestion was modifying the extension period from six months to nine months. Staff also considered the possibility of allowing a short administrative extension, such as eight weeks total.

The Commissioners discussed the proposed changes, with Vice Mayor Vincent addressing the issue of extenuating circumstances. It was suggested that these could include renovations that reveal unexpected structural damage, although it was noted that contractor issues would be more difficult to prove. Commissioner Sokolow clarified that his objection to the current fine structure arose from a lack of desire to punish homeowners for having chosen poorly when selecting a contractor. He advised that while he did not take exception to the current fines, he was not in favor of levying fines on a property owner when a contractor is at fault.

Commissioner Dodd addressed the issue of nearby property owners affected by ongoing construction that fails to meet the six-month time limit or other Code requirements. He asserted that property owners, including unit owners in multi-family residences, must be held accountable for violations. He felt owners should continue to come before the Board and explain their situations. Commissioner Brown advised that the best way to address Code issues is to make sure the problem is fixed, which at times can only be accomplished through significant fines; however, he pointed out that these fines can also result in liens on a property that make it unsellable. He emphasized that any policy should not be so inflexible that the underlying issue cannot be addressed.

Mayor Sasser observed that he and other Commissioners have lived near properties that did not meet the construction deadline, and have experienced these properties' effects on the neighborhood. He agreed that having a property owner come before the Commission could be very effective in encouraging the completion of work; the Commission could then consider extenuating circumstances and the mitigation of fines. He concluded that property owners should not be able to request mitigation of these fines until they have completed work on the property: fines should continue to accrue while work is ongoing.

Commissioner Dodd made a motion, seconded by Mayor Sasser, to modify fines according to Staff recommendations, with \$50/day for the first 30 days, \$75 for the next 30 days, and \$100/day after 61 days.

It was clarified that Mayor Sasser had ceded the gavel to Vice Mayor Vincent before seconding the above motion. Commissioner Dodd further clarified that his motion did not include Staff's recommendation to allow an administrative extension, nor allow additional construction time to larger buildings.

Motion passed 3-2 (Vice Mayor Vincent and Commissioner Sokolow dissenting).

**c. Waive Parking Fees in El Prado Parking Lot on November 11, 2015
from 10 a.m.-12 p.m. for Veterans' Day Celebration**

Commissioner Brown advised that because the Veterans' Day event will take place in front of Town Hall, those parking spaces will be lost. He estimated that the event will last no longer than two hours, and recommended that parking fees in the El Prado lot be waived during that time.

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

14.COMMISSIONER COMMENTS

Commissioner Dodd reported that the Hillsboro Inlet meeting included an update on final permit approval from the Army Corps of Engineers. The uniform contract was also discussed and normal expenses were approved. A bonus of one week's salary for each employee was also approved. A special meeting is scheduled for November 2, 2015 to approve the millage rate.

Commissioner Dodd added that he had also received complaints regarding buses outside the Holiday Inn, with safety being the primary concern, as pedestrians must walk around these large vehicles.

Commissioner Brown stated that the Town will hold a Veterans' Day celebration on Wednesday, November 11, outside Town Hall, beginning at 10 a.m. He encouraged all residents to attend in appreciation of the Town's veterans.

15. ORDINANCES – PUBLIC COMMENTS

a. Ordinances 1st Reading

- i. Ordinance 2015-18 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN OF THE CODE OF ORDINANCES TO AMEND AND RESTATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN IN ITS ENTIRETY; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Tony Bryan, Finance Director)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

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

The Commissioners agreed by unanimous consensus that this Ordinance would be presented for second reading at the first Commission meeting in November, assuming sufficient time to advertise the Item.

b. Ordinances 2nd Reading

None.

16. RESOLUTIONS – PUBLIC COMMENTS

None.

17. QUASI JUDICIAL PUBLIC HEARINGS

None.

18. ADJOURNMENT

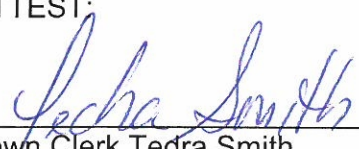
With no further business to come before the Commission at this time, the meeting was adjourned at 8:11 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
October 27, 2015

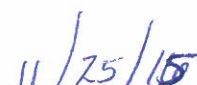


Mayor Scot Sasser

ATTEST:



Town Clerk Tedra Smith



Date

Town of Lauderdale-By-The-Sea

Town Policy: Speed Tables

Adopted: October 27, 2015, by the Town Commission

Revised format: February 28, 2017, by the Town Manager

This policy describes the process to request the Town consider installing speed tables to calm traffic on a neighborhood street.

Step 1 To start the process, the proponent requesting the installation of speed tables should submit a petition to the Town signed by 51% of the property owners on the actual street or streets on which the speed tables are proposed to be placed.

The petition should:

1. Have a narrative explaining the project;
2. Include a map/sketch/drawing that show the specific location of the proposed speed tables; and
3. Include the printed name, street address, email address (if available), and signature of each person who signs or have attached an email from an individual that indicates support, acknowledgment of the location of the speed tables and provides the person's name and street address.

Step 2 Upon receipt of such a petition, Town staff will review, certify the 51% signatures, and schedule an agenda item to see if the Commission wants to proceed with the next step, or is opposed to the proposed speed tables.

Step 3 With Commission direction to proceed, staff will ask the County to complete a speed study and accident data reviews required to determine whether the proposed speed tables are warranted by traffic engineering standards.

The purpose of this step is to determine if the County will install the speed table or if the Town has to fund the installation and assume the liability.

Step 4 County study results are presented to the Commission and direction sought on whether to proceed to next step.

Step 5 If the Town Commission wishes to proceed, Town staff will prepare a map and mailing list of the affected residents. The map and mailing list will be given to the proponent (individual or civic association) in the form of a petition. The proponents will prepare the narrative to explain the proposal and the reasons.

Step 6 Proponent submits the signed petitions to the Town once they have acquired 51% of the property owners' signatures in agreement. Once again, an email from the property owner will be accepted as affirming the petition.

Step 7 Project is assigned to the Town Engineer to design the speed tables; bids are taken and scheduled for the Commission's final decision on funding and award of contract.

Please consider placing a speed hump on Spanish River Drive on Terra Mar Island.

Spanish River Drive is residential 20 foot wide paved street running east/west with no sidewalks between East Terra Mar Drive and West Terra Mar Drive. It is also the major route used by contractors, lawn maintenance landscapers as well as visitors and residents of East and West Terra Mar Drives because it is the first truly east/west street after the bridge is crossed.

Vehicles, including speeders are often squeezed whenever trucks or autos are parked on the north or south side of the street and create a very dangerous situation for the many users of Spanish River Drive.

Spanish River residents and other residents of Terra Mar and AIA condos run, walk, walk their dogs, cycle, skate, back and forth on our street creating the need for a safe way of slowing traffic.

Spanish River residents (as shown by the attached petition) believe a Speed Hump placed near the middle of Spanish River(see map) will calm the speeding traffic and make our street safer and less dangerous.

PETITION FOR SPEED HUMP ON SPANISH RIVER DRIVE

DATE 2/17/21

NAME	ADDRESS	SIGNATURE
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
Plevritig, Chrysanthé Est.	3210 Spanish River Drive	<i>for Plevritig</i>
Gaynor, Cynthia	3211 Spanish River Drive	
Ferante, William & Pamela B	3220 Spanish River Drive	<i>William F. Ferante</i>
3221 Spanish River Dr LLC	3221 Spanish River Drive	
Graziano, John & Aleda L	3230 Spanish River Drive	<i>John Graziano</i>
Regis, William B Trustee	3231 Spanish River Drive	<i>W.B. Regis (John Graziano)</i>
Spanish River Retreat LLC	3240 Spanish River Drive	
Ventura, Cynthia J Trustee	3241 Spanish River Drive	<i>for Ventura</i>
Conner, Dale J H/E & Theodore	3250 Spanish River Drive	<i>Dale Conner</i>
Luog, Anh Tuan & Nguyet T	3251 Spanish River Drive	
Mijares, Cynthia M & Joseph R JR	3260 Spanish River Drive	<i>Mijares</i>
Olding, Joseph B III & Adreana	3261 Spanish River Drive	<i>Joseph B. Olding</i>
Crider, Robert Earl & Candace R	3270 Spanish River Drive	
Sasser, Scot & Teresa	3271 Spanish River Drive	<i>Scot Sasser</i>
Clark, Barbara	1915 E. Terra Mar Drive	<i>Barbara Clark</i>
Karen, Vicky Lynn	3281 Spanish River Drive	<i>Vicky Lynn Karen</i>

Not included:

- * Christopher Elin Benjamin
- * Chattou, Mary Frances

1856 W Terra Mar Dr.

1948 W Terra Mar Dr.

Total properties 18

Total signatures: 11



SPANISH RIVER DRIVE SPEED HUMP LOCATION





Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Lisa Slagle

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Vacation Leave Accruals for Calendar Year 2020 (Lisa Slagle, Human Resource Manager)

Explanation: As the impact of COVID-19 became more and more devastating, travel was restricted, and planned vacations were cancelled. Several employees had accumulated vacation hours in anticipation of planned/booked vacations and gatherings. However, because those vacations and gatherings were cancelled due to COVID-19, employees were not able to use their accumulated vacation hours.

The Town's Personnel Manual addresses maximum vacation leave accrual as:

VI. Benefits

2. Annual Vacation Leave

d. Maximum Vacation Leave Accrual

Employees may carry forward up to 120 hours of annual leave from one calendar year into the next calendar year. Accumulated leave in excess of 120 hours shall be used by the end of the pay period that includes December 31 of each calendar year or it will be forfeited.

Eight employees had a total of 212 vacation hours forfeited as of January 1, 2021.

Prior to the January 1st forfeiture, the former Town Manager verbally made an administrative determination that the excess vacation hours would not be forfeited this year due to COVID-19, but he did not formalize the policy. While there may be valid support for the former Town Manager's position, the policy is clear in the Town's Personnel Manual that forfeiture of the excess vacation time is required.

Because the personnel manual was adopted by the Commission, the Interim Town Manager is requesting Commission direction and approval prior to modifying the vacation requirement of the Commission approved Personnel Manual. Therefore, staff is requesting Commission consider one or more of the following options:

Option (A): A one-time practice to cash out forfeited vacation time that had been carried forward prior to COVID-19 impacting travel. The total amount of payout for forfeited vacation hours totals is a financial impact of \$9,400. These monies are available in the Unappropriated Fund Balance.

Option (B): Hours forfeited will be restored and the employee must use or forfeit carryover vacation time by December 31, 2021. There is no financial impact to the Town; however, COVID-19 restrictions still exist, so using carried over vacation time may continue to be difficult.

Option (C): Maintain the forfeiture of vacation hours that were in excess of 120.

Recommendation: Recommend personnel that were affected be allowed to select either Option A (cash out hours) or Option B (carry over hours, with the understanding that carry over of these hours after December 2021 will not be possible).

Attachments:

None



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Work Authorization to Strutt Consulting for planning consulting services related to updating the Town's Comprehensive Plan (Jhanelle Campbell, Acting Development Services Director)

Explanation: The FY21 Development Services Budget was approved with \$40,000 specifically allocated for Comprehensive Plan updates. In FY21, the first phase of the Comprehensive Plan update will be completed. This phase includes updating data, deleting completed goals and policies, and updating the Town's support documents to ensure that they are reflective of the Town's current vision (the "Project").

The key tasks that will be completed in the first phase of review are listed below:

- Review adopted Town Comprehensive Plan
- Review most recent Town Evaluation and Appraisal Report (the "EAR") and supporting documents
- Prepare drafts for updated tables, narrative for Supporting Documents (Volume II), and deletion of completed goals, objectives and policies
- Identify map and graphic needs and coordinate their production
- Coordinate map and graphic production, quality control
- Develop master format, table of contents
- Attend meetings/coordination with Town staff
- Attend workshop with Town Planning and Zoning Board ("PZB")
- Attend PZB and Town Council hearings

On September 26, 2019, the Commission approved the award of RFP 19-06-02 for planning services to several planning firms to supplement Town staff and assist them in completing research projects such as this. The three consultants that were awarded are Linda Strutt Consulting, Inc. ("Strutt Consulting"), WGI, and Calvin Giordano and Associates. The Town subsequently entered into an agreement with the three firms. The Agreement provides that any services exceeding \$15,000 shall require Town Commission approval.

Pursuant to the Agreement, staff would like to issue a Work Authorization to Strutt Consulting to complete the Project. Strutt Consulting is familiar with the Town due to its long-standing

partnership with the Town on several other projects. Strutt Consulting will work closely with Development Services staff to complete the Project.

Strutt Consulting's proposal for the first phase of the Comprehensive Plan is \$28,000 (**Exhibit 1**). This includes the major tasks along with the coordination and quality control of the graphic component.

Staff will outsource the graphic component with the remainder of the budgeted funds (\$12,000).

Recommendation: Staff recommends approval a Work Authorization to Strutt Consulting to assist with Comprehensive Plan updates as described above at a cost not to exceed \$28,000

Attachments:

1. Strutt Consulting Proposal



227 Goolsby Boulevard
Deerfield Beach, Florida 33442
Phone 954-426-4305 Fax 954-725-3342

COMPREHENSIVE PLAN PHASE I SCOPE OF SERVICES

PRIMARY PHASE I TASKS:

Coordinate with staff to assemble available data
Review relevant Town documents, including adopted Town Plan and subsequent drafts, most recent Town EAR documents, other relevant Town studies and support documents
Assemble and review relevant available County and State data
Identify additional current data needs and coordinate with staff to address
Analyze data
Prepare updated data tables
Identify map and graphic needs and coordinate production of updated maps and graphics
Develop master format for updated comprehensive plan with table of contents
Prepare Introduction narrative and Volume II (Data) text
Review staff draft of goals, objectives and policies (GOPs) to be deleted as no longer applicable
Prepare draft of GOPs to be deleted in strike-through and underline format
Prepare draft text in underline format for property rights component required by State law
Prepare back-up for request to Broward County Planning Council for unified flex zone
Coordinate with County and State staff as needed
Virtual meetings and informal coordination with Town staff
Virtual workshop with PZB
Virtual PZB and Town Commission hearings
Coordinate assembly of submittal to County and State, as needed
Edits needed to address staff, board and agency comments
Coordinate assembly of submittal to County and State, as needed

Assumptions:

Staff will assemble available documents (digital format where available)
Staff will provide most current information regarding existing uses, density, vacant land location and acreages, Capital Improvement Plan and budget
Population and demographic data used will be best available since 2020 Census data is not available

Volume II will not use strikethrough and underline

State Property Rights Element language will be incorporated into the Comp Plan

GOPs will be updated in future phase

TOTAL COST- \$28,000



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-15 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING FLORIDA SENATE BILL 596 AND HOUSE BILL 6023, WHICH REPEALS THE TREE PRUNING, TRIMMING, AND REMOVAL PREEMPTION; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Director of Development Services) **(Exhibit 1)**

Explanation: Local zoning regulations support a municipality's efforts to maintain its character and preserve the integrity of residential neighborhoods. The preservation of tree canopy is an integral component in character maintenance and residential neighborhood integrity. Currently, the Town's Code requires a permit from Broward County in many instances to remove a tree on residential or commercial property **(Exhibit 2)**.

Florida Statute, 163.045 (Exhibit 3) preempts certain local government regulations relating to tree pruning, trimming, and removal on residential property thus preventing municipalities from regulating. Senate Bill 596 **(Exhibit 4)** and House Bill 6023 **(Exhibit 5)** have been filed for consideration during the Florida Legislature's 2021 session and would repeal Florida Statute, Section 163.045, thus permitting local governments to regulate the removal of trees growing on residential property in certain circumstances, including when a certified arborist renders the opinion that the tree is damaged, diseased, or pest-infested, or presents a danger to others or the property.

Staff believes it to be in the best interest of the residents of the Town to support the bills and urge the Florida Legislature and the Governor to approve the bills, and any legislation that supports local governments' home rule authority.

Recommendation:

Staff recommends that the Town Commission approve Resolution 2021-15.

Attachments:

1. Resolution 2021-15
2. Town Tree Removal Code
3. Florida Statute 163.045
4. Senate Bill 596
5. House Bill 6023

RESOLUTION NO. 2021-15

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING FLORIDA SENATE BILL 596 AND HOUSE BILL 6023, WHICH REPEALS THE TREE PRUNING, TRIMMING, AND REMOVAL PREEMPTION; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the maintenance of the character and integrity of residential neighborhoods is an essential local government purpose implemented through local zoning regulations, representing a substantial local governmental interest; and

WHEREAS, Florida Statutes, 163.045 preempts specified local government regulations relating to tree pruning, trimming and removal on residential property; and

WHEREAS, Senate Bill 596 and House Bill 6023 (the “Bills”) have been filed for consideration during the Florida Legislature’s 2021 session; and

WHEREAS, the Bills repeal Florida Statutes, Section 163.045, thus permitting local governments to regulate the removal of trees growing on residential property in certain circumstances, including when a certified arborist renders the opinion that the tree is damaged, diseased, or pest-infested, or presents a danger to others or the property; and

WHEREAS, the Town Commission finds it to be in the best interest of the residents of the Town to support the Bills and urge the Florida Legislature and the Governor to approve the Bills, and any legislation that supports local governments’ home rule authority.

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

EXHIBIT 1

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

Section 2. Commission Action Approving Senate Bill 596 and House Bill 6023. The Town Commission urges the State Administration and Florida Legislature to approve Senate Bill 596, House Bill 6023, and any legislation that infringes on local governments’ home rule authority.

Section 4. Distribution. The Town Clerk is directed to distribute this Resolution to the Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida League of Cities, the Florida Association of Counties, the Florida City-County Management Association, Board of County Commissioners for Broward County, the Broward County League of Cities, the Broward Legislative Delegation, and each of the municipalities in Broward County.

Section 5. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED this 9th day of March, 2021.

Mayor Chris Vincent

EXHIBIT 1

Attest:

Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Sec. 30-480. - Tree removal and replacement.

- (a) It shall be unlawful to: Cut down, destroy, remove, relocate or effectively destroy through damaging any tree within the Town which has a caliper of four inches or larger without first obtaining approval by the Town and a permit from Broward County; or allow any dead tree that has a caliper of four inches or larger to remain on any property.
- (b) If removal or replacement of a tree or trees occurs in conjunction with a development permit, the applications shall be considered part of the development site plan and no development permit shall be issued without an approved tree removal permit. Removal, replacement, relocation or contribution to a landscape fund shall take place before a certificate of occupancy is granted.
- (c) No permit shall be required for the removal of trees which cause immediate jeopardy to life, limb or property caused by an event of a storm, accident or other act of God of an emergency nature to be determined by the Town.

(Ord. No. 2007-14, § 2(Exh. A), 9-25-07)

The Florida Senate

2020 Florida Statutes

exhibit 3

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 163</u> INTERGOVERNMENTAL PROGRAMS <u>Entire Chapter</u>	SECTION 045 Tree pruning, trimming, or removal on residential property.
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163.045 Tree pruning, trimming, or removal on residential property.—

(1) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

(2) A local government may not require a property owner to replant a tree that was pruned, trimmed, or removed in accordance with this section.

(3) This section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. [403.9321-403.9333](#).

History.—s. 1, ch. 2019-155.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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exhibit 4

By Senator Stewart

13-00704-21

2021596__

A bill to be entitled

An act relating to preemption of tree pruning,
trimming, and removal; repealing s. 163.045, F.S.,
relating to tree pruning, trimming, or removal on
residential property; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.045, Florida Statutes, is repealed.

Section 2. This act shall take effect July 1, 2021.

HB 6023

2021

1 A bill to be entitled
2 An act relating to preemption of tree pruning,
3 trimming, and removal; repealing s. 163.045, F.S.,
4 relating to tree pruning, trimming, or removal on
5 residential property; providing an effective date.

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7 Be It Enacted by the Legislature of the State of Florida:

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9 Section 1. Section 163.045, Florida Statutes, is repealed.

10 Section 2. This act shall take effect July 1, 2021.



Town Commission Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Neysa Herrera

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-16 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF FUNDS IN THE AMOUNT OF \$4,580.00 FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)

Explanation: On August 18, 2020, the Town submitted a request for funding to the County's Tree Preservation Trust Committee for the planting of 10 Silver Buttonwood trees in the amount of \$4,580.

The 10 Silver Buttonwood trees were planted on January 27, 2021 on Sea Grape Drive N of Commercial Blvd. for the replacement of trees that were impacted due to previous storm events.

The Tree Preservation Trust Committee reviewed the plans submitted by Town and recommended approval of the disbursement of funds from the Tree Preservation Trust Fund in an amount not-to-exceed Four Thousand Five Hundred Eighty Dollars (\$4,580.00).

In order to access these funds, which are disbursed on a reimbursement basis, the Town must enter into an agreement with Broward County **(Exhibit 2)**.

Recommendation: It is recommended that the Town Commission approve Resolution 2021-16, authorizing the Town Manager to execute the Agreement with Broward County for a Disbursement.

Attachments:

1. Resolution 2021-16
2. Agreement between Broward County and Lauderdale-By-The-Sea for a Disbursement from the Broward County Tree Preservation Fund

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE AGREEMENT
WITH BROWARD COUNTY FOR DISBURSEMENT OF
FUNDS IN THE AMOUNT OF \$4,580.00 FROM THE
BROWARD COUNTY TREE PRESERVATION TRUST
FUND; AUTHORIZING THE INTERIM TOWN MANAGER
TO EXECUTE THE AGREEMENT; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) submitted a request for funding to Broward County’s Tree Preservation Trust Committee (the “Committee”) for the planting of 10 silver buttonwood trees to replace trees damaged by previous storm events; and

WHEREAS, the Committee reviewed the Town’s plans and approved disbursement of funds from the Tree Preservation Trust Fund in an amount not to exceed \$4,580.00 (the “Funds”); and

WHEREAS, in order to receive the Funds, Broward County requires execution of the Agreement for Disbursement from the Broward County Tree Preservation Trust Funds (the “Agreement”), attached as Exhibit “A”; and

WHEREAS, the Town Commission finds it to be in the best interests of the Town to approve and authorize execution of the Agreement.

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

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

Section 2. Agreement Approved. The Agreement with Broward County, in the form attached hereto as Exhibit “A,” for disbursement of the Funds in the amount of \$4,580.00, is hereby approved.

Section 3. Execution Authorized. The Interim Town Manager is hereby authorized to execute the Agreement with Broward County, in the form attached hereto as Exhibit “A,” together with such non-substantial changes as are acceptable to the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

36 **PASSED AND ADOPTED** this 9th day of March, 2021.

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43 Attest:

Mayor Chris Vincent

APPROVED AS TO FORM:

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46 Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney

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49 (CORPORATE SEAL)

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR A DISBURSEMENT FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Lauderdale-by-the-Sea, a municipal corporation ("Town") (collectively referred to as the "Parties").

RECITALS

- A. Town submitted a request for funding to County's Tree Preservation Trust Committee for a project described in Exhibit A ("Services").
- B. The Tree Preservation Trust Committee reviewed the plans submitted by Town and recommends approval of the disbursal of funds from the Tree Preservation Trust Fund in an amount not-to-exceed Four Thousand Five Hundred Eighty Dollars (\$4,580.00).
- C. The Parties wish to enter into an Agreement to authorize and govern the disbursement of monies to finance the Services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The County's Tree Preservation Program Manager or his or her designee.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **Services**. All work required by Town under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services").
- 1.6 **Subcontractor**. An entity, individual, or combination thereof providing services to County through Town for all or any portion of the Services. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. SCOPE OF SERVICES

2.1 Town shall perform all work identified in this Agreement, including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of Town's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Town impractical, illogical, or unconscionable. Town shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

2.2 Town acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end eighteen (18) months after the Effective Date ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Town required by this Agreement shall be completed no later than eighteen (18) months after the Effective Date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 In the event County elects to extend the term of this Agreement beyond the Initial Term, Town agrees that it shall continue to provide the Services upon the same terms and conditions as contained in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period which notice shall be provided to Town at least thirty (30) calendar days prior to the end of the Initial Term.

ARTICLE 4. COMPENSATION

4.1 County will pay Town a maximum not-to-exceed amount as follows:

Services/Goods	Not-To-Exceed Amount
Services/Goods	\$4,580.00
TOTAL NOT TO EXCEED	\$4,580.00

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Section 4.2, which amount shall be accepted by Town as full compensation for all such work. Town acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate

Town for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Town's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Town shall not be reimbursed for any expenses it incurs under this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 Town may submit an invoice for compensation after the Services have been completed. Completion of the Services includes County inspection of the tree plantings, correction of any issues noted by County, and County approval that the Services were completed before invoicing. An original invoice plus one copy shall be submitted no later than sixty (60) days after this Agreement expires or is otherwise terminated. The invoice shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. Town shall submit with the invoice a Certification of Payments to Subcontractors and Suppliers ("Exhibit B"). The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Town demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

4.2.2 Any invoice by Town shall be no more than the Estimated Total set forth in Exhibit A for the applicable Services.

4.2.3 County shall pay Town within thirty (30) calendar days after receipt of Town's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Town to comply with a term, condition, or requirement of this Agreement.

4.3 Subcontractors. Town shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be billed in the actual amount paid by Town.

4.4 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.5 Payment shall be made to Town at the address designated for Notices under Section 9.9.

ARTICLE 5. GOVERNMENTAL IMMUNITY

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

ARTICLE 6. INSURANCE

6.1 Town is an entity subject to Section 768.28, Florida Statutes, and Town shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

6.2 If Town uses a Subcontractor, Town shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either of the Parties. Termination for convenience by the Board or Town shall be effective on the termination date stated in written notice provided to the other party, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effectuated by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by County, Town shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Town acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Town, for County's right to terminate this Agreement for convenience.

7.4 In the event this Agreement is terminated for any reason, any amounts due Town shall be withheld by County until all documents are provided to County pursuant to Section 9.1 of Article 9.

ARTICLE 8. EEO AND CBE COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Town shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Town to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 Although no County Business Enterprise goal has been set for this Agreement, County encourages Town to give full consideration to the use of CBE firms to perform work under this Agreement.

8.3 By execution of this Agreement, Town represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Town further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Town all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and Town and, if a copyright is claimed, Town grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and

to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall be the joint property of County and Town and copies shall be delivered by Town to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Town shall be withheld until all documents are received as provided herein. Town shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. To the extent Town is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Town shall:

- a. Keep and maintain public records required were County performing the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to County; and
- d. Upon termination of the Agreement, transfer to County, at no cost, all public records in possession of Town or keep and maintain public records required were County performing the service. If Town transfers the records to County, Town shall destroy any duplicate public records that are exempt or confidential and exempt. If Town keeps and maintains public records upon termination of the Agreement, Town shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Town to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement may be made directly to either Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to the public records requests.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, PETER BURKE AT 954-519-1224, pburke@broward.org, 1 N. University Drive, #201, Plantation, FL 33324, OR TEDRA ALLEN AT 4501 Ocean Drive, Lauderdale-by-the-Sea, FL 33308; tedraa@lauderdalebythesea-fl.gov; 954-640-4201.

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Town and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Town or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Town and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by Town in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Town in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Town.

Town shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Financial Statements and Management Letters. Town shall provide a copy of Town's audited financial statements and any applicable management letter(s) as well as Town's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of County funds are expended.

Town shall provide to County's Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with Town's governing body.

Town shall submit the documents required by this Section to County's Contract Administrator within one hundred twenty (120) days after the close of Town's fiscal years in which Town receives funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

9.5 Truth-In-Negotiation Representation. Town's compensation under this Agreement is based upon representations supplied to County by Town, and Town certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.6 Public Entity Crime Act. Town represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Town further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Town has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Town under this Agreement.

9.7 Independent Contractor. Town is an independent contractor under this Agreement. In providing Services under this Agreement, neither Town nor its agents shall act as officers, employees, or agents of County. Town shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.8 Third Party Beneficiaries. Neither Town nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.9 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth below unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Environmental Protection and Growth Management Department
Attn: Leonard Vialpando, Director
Governmental Center, Room 329B
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: lvialpando@broward.org

FOR TOWN:

William Vance, Town Manager
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Email address: billv@lauderdalebythesea-fl.gov

9.10 Assignment and Performance. Neither this Agreement nor any right or interest in this Agreement may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement. Town represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Town agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

9.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Town or others delegated authority or otherwise authorized to execute same on their behalf.

9.19 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.20 Payable Interest

9.20.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Town waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.20.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

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

9.24 Contingency Fee. Town represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Town, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Town. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Town under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.25 Use of County Logo. Town shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or public Town materials without the prior written consent of County.

9.26 Verification of Employment Eligibility. Town represents that Town and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Town violates this section, County may immediately terminate this Agreement for cause and Town shall be liable for all costs incurred by County due to the termination.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Town, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

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

By: _____
Michael C. Owens (Date)
Senior Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

MCO/gmb
Lauderdale-By-The-Sea Tree Trust Fund Agreement.docx
02/25/2021
#60057

BCF #101
09/21/20

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR A
DISBURSEMENT FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND

TOWN

TOWN OF LAUDERDALE-BY-THE-SEA

Attest:

Town Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__

By _____
Town Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT A
SCOPE OF SERVICES

Town of Lauderdale-by-the-Sea
Seagrape Drive Landscaping Improvements
Tree Preservation Trust Fund Project

Preliminary Estimate of Probable Costs

Tree Species	Size	Quantity	Unit Cost	Total Cost
Silver Buttonwood Tree	≥12'	10	\$458.00	\$4,580.00
Estimated Total Project Costs:		\$4,580.00		

Seagrape Drive Landscaping Improvements Project Requirements:

1. Town shall be responsible to install all trees indicated above and provide all mulch, staking, fertilizing, soil, and watering.
2. Supplemental initial watering shall be provided 3 times a week for at least 45 days after planting. This will be coordinated with the revised irrigation system by Town.
3. Town shall provide weekly site inspections to review the condition of the plantings during the establishment period of the trees.
4. Tree selection, location, and installation shall be supervised by Town staff.

EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Project Title _____

The undersigned hereby swears under penalty of perjury that:

1. Town has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Town.

Dated _____, 20__

Town of Lauderdale-By-The-Sea _____

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires: