



**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, January 26, 2021, at 6:30 p.m. and broadcast from Town Hall.

The January 26, 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 January 26, 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 present 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.

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, January 26, 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 – Pauline Brooks McGuinness

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. South Florida Water Management Request for Irrigation Ordinance (Jhanelle Campbell, Acting Development Services Director)

[CoverPage.pdf](#)

[Exhibit 1- Broward County-](#)

[Sec. 36 55. ___ Year round landscape irrigation measures __variances..pdf](#)

[Exhibit 2- Meeting Minutes.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. BSO December 2020 Report (Captain Tom Palmer, BSO)

[CoverPage.pdf](#)

[TM Report-December 2020.pdf](#)

- 7.b. VFD December 2020 Report (Chief Judson Hopping, VFD)

[CoverPage.pdf](#)

[FD Monthly Activity Report - Dec. 2020.pdf](#)

8. TOWN MANAGER REPORT

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. January 8, 2021 Special Commission Meeting Minutes January 12, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

[CoverPage.pdf](#)

[01-08-21 Special Commission Meeting 1st minutes.pdf](#)

[01-12-21 LBTS Commission minutes.pdf](#)

11. CONSENT AGENDA

- 11.a. Contract for Auditing and Financial Analysis Services (Lucila Lang, Director of Finance & Budget)

[CoverPage.pdf](#)

[Ex1 Agreement with Grau for auditing services.docxv2.pdf](#)

[Ex2 Resolution 2021-04 Grau Associates.pdf](#)

- 11.b. Parking Fund Transfer (Lucila Lang, Director of Finance & Budget)

[CoverPage.pdf](#)

12. OLD BUSINESS

- 12.a. BSO High Visibility Expenditures FY20/21 (Linda Connors, Interim Town Manager)
[CoverPage.pdf](#)

13. NEW BUSINESS

- 13.a. Payment to Town Manager Upon Separation (Linda Connors, Interim Town Manager / Lucila Lang, Director of Finance)
[CoverPage.pdf](#)
[Exhibit 1 - AG 2019-05 - Bill Vance Employment Agreement.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

- 15.a. Ordinance 2021-01 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 "CODE ENFORCEMENT"; AMENDING SECTIONS 6.5-5, ENTITLED "CONDUCT OF HEARING" AND 6.5-13, ENTITLED "CODE CITATION FORM", TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND ADMINISTRATIVE HEARINGS RELATING TO CITATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.
[CoverPage.pdf](#)
[Ex1_Chapter_6.5__CODE_ENFORCEMENT.pdf](#)
[Ex2 FS 162.pdf](#)
[Ex3 2021-01 ATTY REVIEWED-Civil Citation Ordinance - 1st Read.pdf](#)

16. ORDINANCES 2nd Reading

17. RESOLUTIONS " PUBLIC COMMENTS

- 17.a. Resolution 2020--03 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS," FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE THOSE CODE REQUIREMENTS FOR PERMITTED SIDEWALK CAFES AND FOR BUSINESS TAX RECEIPTS THAT WERE PREVIOUSLY WAIVED BY RESOLUTION 2020-39 FROM JANUARY 15 THROUGH JULY 15, 2021 UNLESS FURTHER EXTENDED BY THE TOWN COMMISSION; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Jhanelle, Action Development Services Director)
[CoverPage.pdf](#)
[Ex 1- September TC Minutes.pdf](#)
[Ex 2-Reso 2021-XX Extending Reso 20-39 for Sidewalk Cafs BTRs re COVID 1.22.21-3I37250.pdf](#)
[Resolution 2020-39 - LBTS Extraordinary Circumstance Waiver.pdf](#)
- 17.b. Resolution 2021-05 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADJUSTING THE SALARY OF INTERIM TOWN MANAGER TO AN AMOUNT REFLECTIVE OF THE ATTENDANT RESPONSIBILITIES; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Mayor Chris Vincent)
[CoverPage.pdf](#)
[Ex1 Reso 2021-05.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a. Administrative Adjustment (2020-L2-AA-02) for 1624 Bel Air Avenue. (Jhanelle Campbell,

Acting Development Services Director)

[CoverPage.pdf](#)

[Ex-1-Application.pdf](#)

[Ex-2-Charter Section.pdf](#)

[Ex-3-Planning and Zoning Board Staff Report.pdf](#)

[Ex-4- Comment in Opposition to Project.pdf](#)

[Ex-5 Planning and Zoning Board Minutes.pdf](#)

[Ex-6 2020-L2-AA-02 Development Order 1624 Bel Air Ave-JMC EDITS.pdf](#)

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: PRESENTATIONS

Subject Title: South Florida Water Management Request for Irrigation Ordinance (Jhanelle Campbell, Acting Development Services Director)

Explanation: In 2007, the South Florida Water Management District (SFWMD) adopted Regional Water Availability Rule, which limits dependence on the Everglades system for water supply in Florida's southeastern coastal counties. As a result of the rule, cities in need of additional water supply are required to utilize water sources that do not depend on the Everglades water supply. Alternative water conservation methods may include water recycling and the utilization of reclaimed water. This regulation also includes the following year-round water restrictions:

1. Landscape irrigation is prohibited daily between the hours of 10:00 a.m. and 4:00 p.m.
2. Even-numbered addresses may only irrigate landscape on Thursday and/or Sunday.
3. Odd-numbered addresses may only irrigate landscape on Wednesday and/or Saturday.
4. New landscaping can be irrigated on the day of installation without regard to the normally allowable watering days and times.

In June of last year, the SFWMD approached municipalities within their district and asked them to assist them in their enforcement of these regulations by adopting a year-round water ordinance for water conservation. If the regulations are adopted in our code, the burden of enforcement would be shared with the Town, County and SFWMD. It should be noted that Broward County has already adopted an Ordinance that has been deemed acceptable by the SFWMD (**Exhibit 1**).

At the September 21, 2020 Commission meeting, Staff brought forward an item for discussion which covered the request by the South Florida Water Management District for the Town to adopt a Water Ordinance into Code (**Exhibit 2**). Staff was directed to monitor the activities of other Broward municipalities in relation to this issue. To aid in the provision of additional information, Robert Wanvestraut, of the South Florida Water Management District, will be present at the January 26th Town Commission meeting to provide additional details and clarification regarding the Ordinance request.

Recommendation:

Staff requests direction from the Town Commission

Attachments:

1. Broward County Ordinance
2. September 21, 2020 Meeting Minutes

Sec. 36-55. - Year-round landscape irrigation measures; variances.

In addition to the measures which may be imposed by Sections 36-52, 36-53, and 36-54:

- (a) Year-round landscape irrigation measures shall be applicable to all users as defined in Section 36-51. These measures apply to all water sources, except that landscape irrigation accomplished using reclaimed water is subject to only Subsection (b)(1) of this section.
- (b) The following requirements or exceptions shall apply to all users unless specified otherwise herein:
 - (1) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as provided herein.
 - (2) Irrigation of existing landscaping shall comply with the following provisions:
 - a. Even-numbered addresses, as defined in Section 36-51 of this article, and rights-of-way or other locations without an address, may accomplish necessary landscape irrigation only on Thursday and/or Sunday.
 - b. Odd-numbered addresses, as defined in Section 36-51 of this article, may accomplish necessary landscape irrigation only on Wednesday and/or Saturday.
 - (3) Irrigation of new landscaping shall comply with the following provisions:
 - a. On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is also allowable without regard to the normal allowable watering days and times.
 - b. The ninety (90) day period begins the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - c. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
 - d. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - e. Irrigation of the new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least fifty percent (50%) new landscaping. If a zone contains less than fifty percent (50%) new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
 - (4) Irrigation systems may be operated outside restricted days and/or times for the purpose of system repair and maintenance, with an attendant on-site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed ten (10) minutes.
 - (5) Landscape irrigation for the purpose of watering-in insecticides, fungicides, and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall be allowed under the following conditions:
 - a. Such watering-in shall be limited to one application in the absence of specific alternative instructions from the manufacturer; and

- b. Such watering-in shall be accomplished during normal allowable watering days and times unless a professional licensed applicator has posted a temporary pesticide sign containing the date of application and the date(s) of needed watering-in activity.
- (6) Any plant material may be watered using low-volume hand watering methods without regard to the water days or times allowed pursuant to this section.
- (c) In addition to the specific measures enumerated above, all wasteful and unnecessary water use as defined in Section 36-51 is prohibited.
- (d) In the event the district imposes restrictions on landscape irrigation for new and existing installations which are more restrictive than those imposed by this section, the more restrictive regulations shall apply.
- (e) All other uses of the water resource as defined in this article, including, but not limited to, agricultural, nursery, and golf course uses, shall be restricted pursuant to the rules, orders, and regulations issued from time to time by the district.
- (f) Any User may request relief from the provisions of this section for landscape irrigation uses within the unincorporated area of Broward County by filing a petition for variance with the Broward County Permitting, Licensing and Consumer Protection Division, or such successor Division of the County authorized to carry out Code Enforcement, accompanied by the fee set forth in Chapter 40, Part VI, of the Broward County Administrative Code. Such petitions will be heard by a hearing officer authorized to conduct hearings under Chapter 8½ of the Broward County Code of Ordinances. Any User may request relief from the provisions of this section for landscape irrigation uses within an incorporated area of Broward County by filing a petition for variance with the relevant municipality. Municipalities are authorized to accept, consider, and grant or deny variance petitions from Section 36-55 for Users within the incorporated areas pursuant to the provisions of Subsections 36-55(f)(1)—(5) or adopt ordinances providing for variances from Section 36-55 that are consistent with the provisions of Subsections 36-55(f)(1)—(5). Municipalities may enter into an interlocal agreement with Broward County to provide services for variances within the incorporated areas.
- (1) Petitions may request a variance from the specific day or days for landscape irrigation identified in this section and must demonstrate with particularity that compliance with the schedule of days for landscape irrigation will result in a substantial hardship on the petitioner requesting the variance, or those served by the petitioner. Variances granted pursuant to this section may not increase the total number of days per week per zone that irrigation is allowed. Subject to the other requirements for the consideration of a petition, the following are examples of circumstances that may result in a substantial hardship:
 - a. Two (2) or more properties share a common source of water which is not sufficient to provide for concurrent landscape irrigation on the same day or days; or
 - b. A public or private water system is experiencing, or reasonably anticipating, distribution problems that cannot otherwise be addressed.
- (2) Each variance granted shall include a requirement for a notice to be posted at each parcel to which the variance pertains that the parcel is subject to a variance for landscape irrigation issued pursuant to Section 36-55 of the Broward County Code of Ordinances and the days on which irrigation of the parcel is authorized by the variance.
- (3) A petition for variance may be withdrawn by the petitioner any time before a hearing on the petition has begun.
- (4) A variance under this section is invalid if it has expired or if its terms are violated by the User or any officer or agent of the User.
- (5) A petition must contain the following information:
 - a. A caption including "Petition for Variance from Section 36-55, Broward County Code of Ordinances";

- b. The name, address, telephone number, and any facsimile number of the petitioner and any attorney or qualified representative of the petitioner;
 - c. The applicable section, or portions of a section, of the Code of Ordinances from which a variance is being requested;
 - d. The specific day or days for landscape irrigation that pose a substantial hardship to comply with, and the alternative day or days during which the petitioner can comply without such a hardship;
 - e. The specific facts that demonstrate a substantial hardship or a violation of the principles of fairness that would justify a variance;
 - f. The reason why the variance requested would serve the purposes of this section;
 - g. A statement of whether the variance requested is permanent or temporary. If the variance is temporary, the petition shall include the dates during which the petitioner requests the variance to be in effect; and
 - h. A map or survey of each parcel affected by the requested variance.
- (g) Appeal of the hearing officer's order granting or denying a petition for variance pursuant to Subsection 36-55(f) shall be made within thirty (30) days of the rendition of the order by petition for *writ of certiorari* to the Circuit Court of the 17th Judicial Circuit or as otherwise provided for appeals of a county or municipal order under general law.

(Ord. No. 91-8, § 3, 2-19-91; Ord. No. 2010-01, § 2, 1-12-10; Ord. No. 2010-19, § 1, 6-8-10)

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which has placed permits on hold while their regulations are updated regarding marine species.

In September 2020, NOAA informed Development Services Director Connors that their research has been completed and they are reviewing permits once more; however, there is a significant backlog due to the COVID-19 pandemic. It is hoped that state review will be complete, and permits issued in October 2020 so construction may begin again.

There are approximately \$50,000 in fines associated with the pier which have been stayed while the project was on hold at the State level. The pier will go before the Special Magistrate again on January 27, 2021.

13. NEW BUSINESS

13.a Approval of a GMP with Man Con Incorporated for Terra Mar Stormwater Improvements (Bill Vance, Town Manager / Jay Flynn, Town Engineer / Ken Rubach, Municipal Services Director)

Town Manager Vance advised that he was confident it would significantly improve drainage issues on Terra Mar. Its cost is estimated at \$1,014,000.

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

13.b South Florida Water Management Request for Irrigation Services (Linda Connors, Development Services Director)

Development Services Director Connors advised that in 2007, the South Florida Water Management District adopted a number of regional water availability rules, including water recycling and water use restrictions. The restrictions are now in effect on a year-round basis. This means landscaping and irrigation is prohibited between 10 a.m. and 4 p.m., and permitted days are divided according to even/odd address numbers.

In June 2020, the South Florida Water Management District approached municipalities to request that they assist in enforcement of these regulations by adopting a Water Ordinance into Code. If this is adopted, the Town would share the responsibility of enforcement with Broward County and the Water Management District. Broward County has adopted this Ordinance, which is being used by four municipalities for enforcement.

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Three municipalities have chosen to adopt the proposed Ordinance, and others are still considering its adoption.

Development Services Director Connors requested direction on this issue from the City Commission, stating that the Town may continue to allow Broward County to be responsible for enforcement, while Lauderdale-By-The-Sea instead initiates an education campaign for residents on the County's water use requirements.

Mayor Vincent asked how enforcement would work in conjunction with the County and the Water Management District. Development Services Director Connors replied that participating Broward municipalities have removed themselves from any enforcement that uses their own personnel. If the Commission wishes Town Staff to be involved in enforcement, they will make sure that residents are informed of the date and time restrictions for watering; after a certain number of warnings, Code Enforcement would become involved.

Mayor Vincent explained that his concern was for which entity would take the most aggressive stance regarding enforcement, and if permitting the County or Water Management District to assume an enforcement role would make the Town less able to defend or protect its residents. Development Services Director Connors advised that the Town may wish to move forward on a trial basis under the Broward County Ordinance, and if enforcement of that Ordinance proves to be too heavy-handed, they could adopt an Ordinance of their own.

Vice Mayor Oldaker asked which entity has the ultimate jurisdiction on this issue. Development Services Director Connors replied that the Water Management District has jurisdiction and has asked the County and municipalities to adopt regulations that would bring this issue under their purview as well. The County has already done so, as have the municipalities of Hollywood, North Lauderdale, and Tamarac. Vice Mayor Oldaker commented that he did not feel an Ordinance at the Town level would be necessary.

Commissioner Sokolow observed that he was uncertain of allowing the County to enforce these regulations, as it could be seen as ceding home rule to a larger authority. He was in favor of the Town undertaking its own enforcement if it did not increase work for Town employees.

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Commissioner Strauss advised that while he is in favor of water conservation, he was not in favor of the proposed Ordinance or of passing its enforcement on to any entities outside the Town. He felt self-regulation was the best option if it was not too costly.

It was determined that Staff would continue to monitor the activities of other Broward municipalities in relation to this issue.

14. COMMISSIONER COMMENTS

Commissioner Malkoon reminded residents of the September 22, 2020 meeting to discuss the El Mar Drive project, and asked Staff to make an effort to address some of the concerns and questions raised by residents and businesses on El Mar Drive. He encouraged the public to submit questions and comments as well.

Commissioner Strauss urged all residents to complete the U.S. Census by the end of September 2020, and to wear face coverings and observe other safety precautions.

Commissioner Sokolow also addressed the El Mar Drive meeting, urging residents to participate.

Vice Mayor Oldaker noted that hurricane season is ongoing, and encouraged residents to stay alert and aware of these storms. He added that king tides have also begun, which contributes to street flooding.

Vice Mayor Oldaker also requested a brief update on the Hibiscus Avenue/A1A crosswalk. Municipal Services Director Rubach replied that the project has been delayed by rain. He remains in weekly communications with the Florida Department of Transportation (FDOT) about this project.

Mayor Vincent noted that discussions are underway regarding the potential reopening of Town Hall and Jarvis Hall to public activity while observing safety precautions. He recommended that the Commission begin thinking about what this would involve in the near future.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO December 2020 Report (Captain Tom Palmer, BSO)

Explanation:

BSO December 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. BSO December 2020 Report



Date: January 15, 2021

To: Linda Connors
Interim Town Manager
Lauderdale-By-The-Sea

From: Captain Thomas Palmer *Tom*
Lauderdale-By-The-Sea District

Subject: Monthly Report to Commission – December 2020

PERSONNEL CHANGES: Sergeant Eric Blevins was transferred from the Lauderdale by the Sea District to the Oakland Park District.
Sergeant James Ramirez was transferred to Lauderdale by the Sea District from the BSO Strategic Investigations Division (Internet Crimes Against Children).

EMPLOYEES OF THE MONTH: Deputy Mark Wendt

Over the past several months, Walgreens has experienced an increase of retail thefts. This rise is attributed to a recent policy change on reporting and apprehension from the corporate offices. Lauderdale by the Sea District Criminal Investigations had met with Directors of Walgreens Loss Prevention and expressed concerns of the delayed reporting and the lack of evidence that has a negative effect on the investigations. On December 23, 2020, Deputy Mark Wendt was working the High Visibility Detail in the business district when he heard a dispatched retail theft that had just occurred. Wendt was on foot conducting business checks and responded to the area on foot. Being knowledgeable of the area, Deputy Wendt responded to an area where he believed the vehicle may have travelled. He observed a vehicle matching the description of the dispatched call and began running after the vehicle in attempt to gather a license plate to alert deputies in the area. Wendt was able to retrieve the tag number and alert deputies in the area of the vehicle details and direction of travel. Responding back-up deputies responded to the area and located the suspect vehicle, stopping the felony vehicle and arresting the suspects. Further investigation linked the suspects to an additional case that was reported earlier that same day.

Due to Deputy Wendt's dedication, hard work and attention to detail, he displayed excellent law enforcement tactics to locate and apprehend a group of felony suspects. Based on these actions, I have awarded Deputy Wendt with Deputy of the Month honors for December 2020.

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 3 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 96 miles and 15 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were contacted and were involuntarily Baker Acted after displaying signs of mental illness and were a threat to themselves or others. Five (5) individual experiencing homelessness was contacted during the month, and all five refused free services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
****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.

Christmas by the Sea (Re-Imagined): The Lauderdale by the Sea District assisted the VFD with the re-imagined Christmas by the Sea ensuring the safe transportation of Santa Claus in the fire truck around the town. Captain Palmer and Lieutenant Wesolowski were in attendance.

Chanukah Lighting: The Lauderdale by the Sea District attended the annual Chanukah lighting within the Dune Plaza. Lieutenant Wesolowski attended the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2012-000125

DATE/TIME: 12/6/20 @ 02:38hours

LOCATION: 1501 S. Ocean Drive

INCIDENT: Burglary Conveyance **UNLOCKED**

SUMMARY: The victim went outside to smoke a cigarette and noticed a young B/M (early 20's, medium built, short afro and wearing a blue jogging outfit) in her neighbor's vehicle. The victim yelled at the suspect and he took off running northbound throughout the complex. A perimeter was set up and BSO K9 and BSO Aviation responded. While looking for the suspect the victims decided that they do not want to prosecute.

CASE: 13-2012-000291

DATE/TIME: 12/11/20 @ 2216 hours

LOCATION: 4353 N Ocean Drive (Marathon Gas Station)

INCIDENT: Juvenile Disturbance/Traffic

SUMMARY: An anonymous person called in a juvenile complaint at the Marathon Gas Station. Sgt Ramirez was already in the area, and observed a group of kids huddled together, recording themselves, while they jumped in the air and chanting a song to entertain themselves while recording for social media. Several deputies responded to the area and the kids dispersed without incident and they all decided to go home. While on scene, Deputy Figueroa observed a black jeep unlawfully parked in a handicapped parking spot. Deputy Figueroa decided to investigate and made contact with the juvenile vehicle operator. The driver was issued a citation.

CASE: 13-2012-000395

DATE/TIME: 12/15/2020 @ 1618 hours

LOCATION: 4100 N Ocean Drive, LBS

VEHICLE: 2019 Toyota Camry, 4 door, Silver in color, Fla tag Y63VXV

INCIDENT: Stolen Vehicle Recovery

SUMMARY: While monitoring the town's License Plate Readers. Deputies Fletcher and Chauvin were alerted to a stolen vehicle southbound on A1A. Deputies observed the vehicle stopped at the traffic light in the SB turn lane to go westbound on Commercial Blvd and North Ocean Drive. The vehicle then proceeded SB on N Ocean Drive. A felony traffic stop was conducted at the 4100 block of N Ocean Drive and driver the driver was detained, who was the lone occupant. The vehicle was confirmed stolen out of Delray Beach which occurred on today's date. The vehicle was towed from the scene for safekeeping for the rightful owner. .

CASE: 13-20120000546
DATE/TIME: 12/21/20 @ 1820 hours
LOCATION: 4321 N Ocean Dr (Walgreens)
INCIDENT: Theft
VICTIM: Walgreens
SUSPECT: Unknown Black Male and Black Female
SUMMARY: The reporter stated that an unknown black male and black female entered the Walgreens and selected various bottles of liquor and exited the store walking past open cash registers making no attempts to pay for the same, total value estimated at \$94.95. Suspects then fled in unknown direction. The reporter believes these were the same suspects as reported in a recent theft (13-2012-000580).

CASE: 13-2012-000523
DATE/TIME: 12/20/20 @ 2205hrs
LOCATION: 223 N Tradewinds Av
SUSPECT: Norval Howard (B/M, DOB: 10/1/98)
VEHICLE: 2020 White Lexus 4d IS300
INCIDENT: Carrying a Concealed Firearm
SUMMARY: Suspect Norval Howard was observed illegally littering throwing out a large bag of fast food out of his window. When he observed law enforcement, the driver then began driving recklessly without headlights and bailed out at N. Trade Winds Av and Seagrape Dr. Upon Mr. Howard bailing out of the driver's seat, he went around the back of the vehicle and tossed a handgun (Springfield Hellcat 9mm) in the bushes which he was concealing on his person. He then laid down in front of his vehicle. Two other passengers (male and female) and a five (5) year old were in the vehicle. Mr. Howard was arrested for carrying a concealed firearm and several traffic offenses. The other passengers were released on scene. The vehicle was towed by Sal's Towing. The Florida Child Abuse Hot Line was contacted reference the five year old and case opened. Weapon, magazine and ammunition were impounded as evidence and entered into the BSO Lab.

CASE: 13-2012-000570
DATE/TIME: 12/22/20 (14:29-16:00hrs)
LOCATION: 4413 El Mar Drive
INCIDENT: Burglary Conveyance VALUABLES IN PLAIN VIEW
SUMMARY: Victim parked his vehicle in the parking lot next to El Mar Café. Upon his return he found the rear left passenger window smashed and a Coach tote bag containing a Bluetooth speaker and cell phone charger missing from the seat. Town surveillance was reviewed which yielded a gray Dodge Charger with dark tinted windows loitering in the area which subsequently parked next to the victim's vehicle. Investigation is ongoing.

CASE: 13-2012-000580
DATE/TIME: 12/22/20 @ 2202 hours
LOCATION: 4321 N Ocean Drive (Walgreen's)
ARRESTEES: Jackie Wilson Williams 09/24/6, Jeffrey Kenta Geddis 06/04/77
SUSPECT VEHICLE: 2002 Acura bearing Florida Tag "NEI-V86"
INCIDENT: Grand Theft Arrest
SUMMARY: Both offenders arrived to the Walgreen's in the suspect vehicle driven by Jackie Williams. Offender Jeffrey Geddis entered the liquor store and placed two cases of Grey Goose Vodka and a case of Patron Tequila in a shopping cart. The offender then passed an open cash register and exited out the door without paying for the liquor. The total loss was \$1073.

The offender then entered the awaiting suspect vehicle which fled the scene. A B.O.L.O. for the suspect vehicle was by dispatch. Deputy Wendt, who was working the High Visible Detail observed the vehicle and got a partial tag and direction of travel. Deputy Suarez observed the vehicle turning north onto N Ocean Drive from Commercial Blvd. A traffic stop was conducted in front of Town Hall and both offenders were detained without incident. Inside the vehicle were the two cases of Vodka and the case of Tequila. Both offenders were interviewed by Detective Mursell. The vehicle was submitted for forfeiture. The liquor was returned back to the victim business. Both offenders transported to the Main Jail.

CASE: 13-2012-000711

DATE/TIME: 12/28/2020 1057 hours

LOCATION: 2000 S Ocean Blvd

ARRESTED: Bershard Smith BM 04/01/89

INCIDENT: Traffic Arrest (ALPR)

SUMMARY: While monitoring the LPR system, deputies were alerted in reference to the above subject with multiple suspensions and revocations. A traffic stop was conducted at 4600 El Mar Dr. where he was arrested and charged with felony traffic. The vehicle had a "seizure" order from Margate. The vehicle was towed and Margate was contacted. Subject transported to the main jail without incident.

CASE: 13-2012-000797

DATE/TIME: 12/31/20 2115 hours

LOCATION: 101 Commercial Blvd

ARRESTEE: Victor A Garcia 12/19/66

INCIDENT: Disorderly Intoxication Arrest

SUMMARY: On New Year's Eve, Deputy Colon and Deputy Murphy were flagged down at 101 Commercial Blvd in reference to an intoxicated white male causing a disturbance at the business. Subject was heavily intoxicated became defensive by puffing his chest which caused a crowd to form at the location. Subject was also screaming profanities and behaving poorly in front of others. Subject was given several opportunities to calm down and take an Uber home. Due to crowd forming causing an apparent officer safety issue the subject was arrested and transported to BSO Main without incident.

MONTHLY ARREST LOGS:

F	Aggravated Battery w/ Bodily Harm - Domestic Violence	1439	S Ocean Dr
M	Carrying Concealed Weapon-Firearm	223	N Trade Winds Av
M	Disorderly Intoxication	101	Commercial Blvd
M	Driving While License Suspended-Habitual Offender	2000	S Ocean Blvd
M	Grand Theft more than \$700 less than \$5000	4321	N Ocean Dr
M	Grand Theft more than \$700 less than \$5000	4321	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2019 YTD	2020 YTD
AUTO THEFT	0	2	8	9
BURGLARY-BUSINESS	0	0	2	0
BURGLARY-CONVEYANCE	3	0	21	10
BURGLARY-RESIDENCE	0	0	5	10
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	0	1	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	3
HOMICIDE	0	0	1	0
ROBBERY	0	0	2	3
THEFT-GRAND	3	1	19	19
THEFT-PETIT	6	0	44	51
TOTALS	12	4	106	108

****Crime totals YTD are based on Florida State Statute and may vary based on UCR verification in June 2021****

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	643
COP Patrol Miles - YTD	1281

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	32

COP Beach Patrol Hours - Month	0
COP Beach Patrol Hours - YTD	112

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

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	4	76
Reserve Deputy - Hours Worked	32	691.75

MONTHLY STAFFING AND STATISTICAL REPORT:

The December 2020 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity December 2020

Reports/Calls	
Miscellaneous Service	
Event Reports	42
Accidents	13
Calls for Service	798

Traffic	
Types of Citation	
Non-Moving / Moving Citation	19
Parking	0
Warnings	51
Total Citations	70

Arrests	
Type of Arrest	
Felony	4
Misdemeanor	1
NTA	0
Capias/Warrant	0
DUI	0
NIC (Felony)	1
NIC (Misdemeanor)	0
DV (Felony)	1
DV (Misd.)	0
Total Arrests	7

Time Worked	
Hours Worked	
Bike Patrol	3
Court Overtime	9
Training	36
Detached	12
Other Overtime	449
Days Worked	31

General	
FI	15
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 96 Miles / 15 Hours Reserve Deputies worked 4 shifts (32 hrs)



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

December 31, 2020

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	26	2

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Sergeant Peter LaGana	9411	L/D	Medical
Deputy Benya Koos	9522	W/C	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Michael Kratz	11289	PSB	Toy Drive Event	12
			TOTAL	12



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – DECEMBER, 2020



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.
LBT5, 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.

December 28, 2020

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – DECEMBER, 2020



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

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

(GUILTY/CONVICTED
– 12/01/1999)

Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – DECEMBER, 2020



**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

December 28, 2020

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – DECEMBER, 2020



ANDREW WALKER HARRIS

08/07/1964

4117 N Ocean Blvd #116
Fort Lauderdale, FL 33308

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

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

(GUILTY/CONVICTED –
10/04/1990)

Broward, FL



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



STEPHEN A FERNANDES

04/04/1950

3333 NE 34th ST.

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE
(POSSESS/EXCHANGE CHILD IN
A STATE OF NUDITY (2
COUNTS))

(GUILTY/CONVICTED –
11/28/2005)

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

December 28, 2020

Prepared by: Giovanna Anderson



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD December 2020 Report (Chief Judson Hopping, VFD)

Explanation:

VFD December 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. VFD December 2020 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of December 2020, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 18 annual fire inspections for high-rise building with no re-inspections or complaints for the month of December.

Responses:

The Volunteer Fire Department responded to 49 fire rescue calls within the limits of our contract.

- Of the 49 emergency fire calls dispatched, there were 11 fire alarms, 1 vehicle fire, 2 fire investigations, 8 vehicle accidents w/injuries, 1 boat accident, 8 elevator rescues, 3 Hazmat, 1 suspicious odor, 1 electrical/utility, 1 possible drowning, and 12 "other" fires.
- There were 91 emergency medical 911 calls for December 2020. The department was dispatched to 8 of those calls, of which, 4 was cleared by the Chief on Duty or Med12. The department provided medical care on 3 of the medical calls until M12/212 arrival and assisted M12/212 on 1 of the medical calls.

Training:

The Volunteer Fire Department had 12 regular in-town members, and 22 associate out of town members for a total of 34 active members.

For the month of December, there were 10 fire drills, 2 specialty classes, 14 fire inspections and 2 car seat installations consisting of the following:

- 521 Hrs - Fire Fighter drills & New Hire Orientation/P.O.'s
- 68 Hrs - EMR First Responder/CPR Refresher classes
- 95.5 Hrs - Permit/BTR Fire Inspections
- 36 Hrs - Public Awareness/Christmas Tree Demo Burn
- 2 Hrs - Public Education - Car Seat Installation

A total of 722.5+ hours were spent in the month of December on training.

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

Respectfully,

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report December 2020

	Regular In-town	Associate Out of Town
Active Member	12	22
Fire 1 non-certified	2	1
Fire 1 Certified	0	1
Fire II Certified	10	20
CPR/1 st Responder	6	5
EMT-B (FL)	2	13
Paramedic (FL)	4	4

Emergency Calls

Fire/Rescue	49
Total Medical 911 calls	91
Medical calls V.F.D. Not Dispatched	83
Medical calls V.F.D. Dispatched	8
Medical calls Canceled by COD/M12	4
Medical calls V.F.D. Assisted	4

Training +Target Solutions on-line training

722.5+ Total Hrs.

Firefighter & New Hire P.O.'s	521 Hrs
EMR First Responder/CPR Refresher trng	68 Hrs
Annual Fire Inspection/Permit Inspection	95.5 Hrs
Fire Prevention – Christmas Tree Burn	36 Hrs
Public Awareness – Car Seat Installation	2 Hrs

Station Watch Hours

2,745+ Total Hrs.

Firefighter Station Watch	2,001+ Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - December 2020, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Acevedo	Manuel	189639	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	3	14
Benrubi	Aaron	173349	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	16	16
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	20
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	32	71
Clinton	Ryan	177389	Associate Member		Lieutenant	Firefighter II	CPR for healthcare provider	10	41
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	27	83
DeMeillon	Craig	192229	Associate Member		Firefighter	Firefighter I	CPR for healthcare provider	0	0
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Dupoux	Eric	184333	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	7
Dwyers	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	25	90
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	11
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	21
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	19
Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	13
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	17	34
Johnson	Scott	33742	Regular Member		Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	26	73
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	19	65
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	36	110
Leon	Matthew	182330	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	27	79
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	51	135
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	9	24
Obregon	Chelsea	192558	Associate Member		Trainee	Trainee	CPR for healthcare provider	3	3
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	14
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	7	19
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	33	90
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	24	59
Robinson	Ruth	181711	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	10	24
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	12
Silverstone	James	025	Regular Member	*	Firefighter II	Firefighter II	CPR for healthcare provider	5	5
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	34
Sweeting	Quintoro	180167	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	9
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	10	24

*Note above roster does not reflect "Inactive" Members

Monthly Activity Report - December 2020

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Dec-20	263 Harbor Drive	Other fire - forcible entry	6:33:00 PM	7:26:00 PM	5
04-Dec-20	276 Commercial Blvd.	Fire alarm	8:54:00 AM	9:08:00 AM	8
05-Dec-20	5555 North Ocean Blvd.	Fire investigation	10:21:00 AM	10:44:00 AM	13
06-Dec-20	4244 El Mar Drive	Elevator rescue	10:23:00 AM	10:36:00 AM	8
06-Dec-20	4406 El Mar Drive	Fire investigation	9:10:00 PM	9:20:00 PM	5
07-Dec-20	203 Washington Ave.	Fire alarm	6:32:00 PM	6:44:00 PM	9
08-Dec-20	1611 E. Terra Mar	Hazmat	12:33:00 PM	1:00:00 PM	10
09-Dec-20	4520 W. Tradewinds Ave.	Fire alarm	6:13:00 PM	6:23:00 PM	6
10-Dec-20	2000 South Ocean Blvd	Accident w/injuries	11:50:00 PM	11:53:00 PM	5
11-Dec-20	1500 South Ocean Blvd.	Fire alarm	1:45:00 PM	2:08:00 PM	7
12-Dec-20	4660 El Mar Drive	Other fire - suspicious package	3:43:00 AM	4:00:00 AM	6
12-Dec-20	Gate House Rd/N. Ocean	Suspicious odor	9:12:00 AM	9:19:00 AM	13
12-Dec-20	4326 Bougainville Drive	Elevator rescue	11:52:00 AM	12:06:00 PM	13
13-Dec-20	3800 North Ocean Drive	Elevator rescue	1:31:00 PM	2:19:00 PM	9
14-Dec-20	Commercial/N. Ocean	Accident rollover	12:54:00 PM	1:49:00 PM	7
14-Dec-20	1755 E. Terra Mar	Hazmat - gas leak	3:17:00 PM	7:17:00 PM	13
14-Dec-20	4343 North Ocean Drive	Accident; motor vehicle vs bicycle	5:17:00 PM	5:59:00 PM	13
16-Dec-20	263 Algiers Avenue	Other fire - palm tree on fire	9:24:00 AM	9:57:00 AM	5
16-Dec-20	1717 South Ocean Blvd.	Vehicle accident	4:35:00 PM	4:43:00 PM	10
17-Dec-20	1439 South Ocean Blvd.	Fire alarm	10:15:00 AM	10:24:00 AM	8
17-Dec-20	3900 North Ocean Drive	Elevator rescue	6:55:00 PM	7:23:00 PM	9
18-Dec-20	N. Ocean & Hibiscus	Accident w/injuries	4:51:00 PM	5:58:00 PM	8
19-Dec-20	Washingtonian & N Ocean	Accident w/injuries	7:29:00 AM	7:47:00 AM	12
19-Dec-20	4245 El Mar Drive	Elevator rescue	11:41:00 AM	11:50:00 AM	10
19-Dec-20	1530 South Ocean Blvd.	Boat accident	5:24:00 PM	5:35:00 PM	10
19-Dec-20	4900 North Ocean Blvd.	Fire alarm	8:00:00 PM	8:13:00 PM	11
20-Dec-20	4653 Poinciana Street	Other fire - suspicious incident	5:49:00 AM	6:59:00 AM	8
20-Dec-20	3900 North Ocean Drive	Other fire - service call	7:45:00 AM	8:02:00 AM	8
20-Dec-20	5000 N. Ocean Blvd.	Elevator rescue	11:38:00 AM	12:00:00 PM	7
20-Dec-20	4326 Bougainville Drive	Elevator rescue	6:51:00 PM	7:04:00 PM	6
21-Dec-20	1430 South Ocean Blvd.	Fire alarm	11:11:00 AM	11:55:00 AM	8
21-Dec-20	232 Codrington Drive	Other fire - service call	12:53:00 PM	1:12:00 PM	9
22-Dec-20	4510 El Mar Drive	Fire alarm	8:51:00 PM	9:33:00 PM	8
23-Dec-20	4510 El Mar Drive	Accident w/injuries	12:30:00 PM	1:00:00 PM	8
23-Dec-20	232 Codrington	Other fire - service call	1:14:00 PM	2:14:00 PM	5
23-Dec-20	1 Commercial Blvd.	Other fire - missing person on the beach	4:47:00 PM	5:34:00 PM	8
23-Dec-20	4434 Bougainville Drive	Fire alarm	7:02:00 PM	7:16:00 PM	7
24-Dec-20	Seagrape & Consair	Other fire - water leak	7:53:00 PM	8:03:00 PM	5
25-Dec-20	1900 South Ocean Drive	Fire alarm	1:54:00 PM	2:34:00 PM	11
25-Dec-20	4554 Seagrape Drive	Other fire - no water pressure	5:01:00 PM	5:22:00 PM	7
25-Dec-20	4326 Bougainville Drive	Elevator rescue	10:39:00 PM	10:52:00 PM	6
26-Dec-20	1612 Bal-Aire Avenue	Accident w/injuries	10:04:00 PM	11:08:00 PM	7
27-Dec-20	4641 North Ocean Drive	Other fire - forced entry	3:28:00 AM	3:48:00 AM	5
27-Dec-20	4411 Seagrape Drive	Other fire - animal bite	9:49:00 AM	10:02:00 AM	9
28-Dec-20	Imperial Lane/N. Ocean	Hazmat - gas leak	3:48:00 PM	4:18:00 PM	8
30-Dec-20	1461 South Ocean Blvd.	Fire alarm	9:23:00 AM	9:31:00 AM	7
30-Dec-20	1431 South Ocean Blvd.	Vehicle fire - Med 12 unit	1:57:00 PM	2:13:00 PM	7
30-Dec-20	248 Lombardy Avenue	Electrical/utility fire	11:34:00 PM	11:47:00 PM	5
31-Dec-20	5400 North Ocean Drive	Drowning - pt was out of the water	3:49:00 PM	3:52:00 PM	6
Total Calls			49		

Date	Public Service	Event Description	Start Time	End Time	No. of FF
18-Dec-20	Lombardy Avenue	medical, E12 provided care until M12 arrival	8:11:00 PM	10:57:00 PM	6
21-Dec-20	North Ocean Drive	medical, B12 cleared E12	10:58:00 AM	11:48:00 AM	8
21-Dec-20	Ocean Walk Lane	medical, updated dispatch - ft. idle address	9:46:00 PM	9:57:00 PM	8
23-Dec-20	Commercial Blvd.	medical, OR212 assisted M12	11:38:00 AM	12:28:00 PM	5
30-Dec-20	El Mar Drive	medical, E12 provided care	9:44:00 AM	10:13:00 AM	7
30-Dec-20	South Ocean Blvd.	medical, E12 canceled upon arrival by M312	10:03:00 AM	10:52:00 AM	7
30-Dec-20	Commercial Blvd.	medical, E12 provided care until R54 arrived	2:12:00 PM	3:13:00 PM	7
31-Dec-20	East Commercial Blvd.	medical, E12 canceled by M12	1:08:00 PM	1:28:00 PM	3
Total Calls			8		

Date	Public Service	Event Description	Start Time	End Time	No. of FF
02-Dec-20	Town	Decorated, participate & tore down decorations on TL for "Christmas By-The-Sea Drive" town event	9:30:00 AM	9:00:00 PM	6
15-Dec-20	Station 12	Installed a rear facing car seat	10:00:00 AM	11:00:00 AM	1
16-Dec-20	Station 12	Installed a rear facing car seat	4:30:00 PM	5:30:00 PM	1
22-Dec-20	1481 South Ocean Blvd.	Attempted to change flag on flag pole @ Leisure Garden Towers condo; flag pole rotated out	10:00:00 AM	12:00:00 PM	4
24-Dec-20	various addresses	Santa Toy drop off	6:00:00 PM	9:00:00 PM	5
28-Dec-20	4330 El Mar Drive	Provided care for injured bird on pier until Wildlife team arrived	4:00:00 PM	4:30:00 PM	2

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Dec-20	1850 South Ocean Blvd.	Pre-planning fire inspection @Crane Crest	10:00:00 AM	11:45:00 AM	4
02-Dec-20	Admin. office	Orientation - new class	6:00:00 PM	9:00:00 PM	11
03-Dec-20	Station 12	Drivers training; zone familiarization	6:00:00 PM	10:00:00 PM	3
03-Dec-20	Station 12	Pre-planning fire inspection @Benlhana's	10:00:00 AM	11:15:00 AM	4
05-Dec-20	Station 12	New class P.O.'s - all day training	8:00:00 AM	5:00:00 PM	18
07-Dec-20	Station 12	Constructed set for burning demo	6:00:00 PM	10:00:00 PM	8
09-Dec-20	3900 North Ocean Drive	Pre-planning fire inspection @FountainHead Condo	9:00:00 AM	12:00:00 PM	5
10-Dec-20	4316, 4318, & 4320 El Mar Drive	Pre-planning fire inspection @Oriana Condo	10:00:00 AM	12:00:00 PM	4
10-Dec-20	Station 12	New class P.O.'s	6:00:00 PM	10:00:00 PM	12
11-Dec-20	1950 South Ocean Blvd.	Pre-planning fire inspection @Native Sun Hotel	10:00:00 AM	11:00:00 AM	4
12-Dec-20	CSFA	EMR practice @Coral Springs Fire Academy	8:00:00 AM	1:00:00 PM	6
12-Dec-20	Station 12	New class P.O.'s - all day training	8:00:00 AM	4:30:00 PM	15
15-Dec-20	4608 El Mar Drive	Pre-planning fire inspection @White Cap Apts.	10:00:00 AM	11:00:00 AM	3
16-Dec-20	4300 El Mar Drive	Pre-planning fire inspection @Winter Colony	10:00:00 AM	11:00:00 AM	5
16-Dec-20	Station 12	Christmas Tree Burn/Demo	5:00:00 PM	8:00:00 PM	12
17-Dec-20	Station 12	New class P.O.'s sign-off	6:00:00 PM	9:00:00 PM	15
17-Dec-20	4001 North Ocean Drive	Pre-planning fire inspection @Ocean Medical Center	10:00:00 AM	11:30:00 AM	3
17-Dec-20	Station 12	Final D/E practical test for FF out w/COVID - missed last class	6:30:00 PM	8:00:00 PM	1
18-Dec-20	1440 South Ocean Blvd.	Pre-planning fire inspection @Corniche Condo	10:00:00 AM	11:30:00 AM	4
21-Dec-20	Station 12	Ropes/knots, 2 min SCBA & tools	6:00:00 PM	10:00:00 PM	8
21-Dec-20	4636 El Mar Drive	Pre-planning fire inspection @The Residence Condo	10:00:00 AM	11:30:00 AM	6
28-Dec-20	Station 12	Drivers training/zone familiarization	6:00:00 PM	10:00:00 PM	5
28-Dec-20	Station 12	Pre-planning fire inspection @El Mar Condo	10:00:00 AM	11:30:00 AM	4
29-Dec-20	14C Commercial Blvd.	Pre-planning fire inspection @Mulligans	10:00:00 AM	11:00:00 AM	4
29-Dec-20	Admin. office	American Red Cross CPR refresher class	3:00:00 PM	6:00:00 PM	5
30-Dec-20	Station 12	Pre-planning fire inspection @Ocean East Condo	10:00:00 AM	11:30:00 AM	6
31-Dec-20	Station 12	Pre-planning fire inspection @Starlite Towers Condo	10:00:00 AM	12:00:00 PM	5

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
12/1/2020 thru 12/31/20	Beach	Special Detail; patrolled north & south of the pier throughout the month at various intervals as requested by the Town	6:00:00 PM	10:30:00 PM	2-4

Unit Response Time 3- Month Average

Dec-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	47	55	5	11
Response Time	0:04:35	0:04:23	0:00:00	0:00:00

Total Average Response Time : 4:51

Nov-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	54	62	12	9
Response Time	0:04:53	0:04:47	0:00:00	0:00:00

Total Average Response Time : 4:49

Oct-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	29	36	7	7
Response Time	0:04:57	0:06:01	0:00:00	0:00:00

Total Average Response Time : 4:38



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

January 8, 2021 Special Commission Meeting Minutes January 12, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

Explanation:

Approval of the following minutes:

- January 8, 2021 Special Town Commission Meeting
- January 12, 2021 Town Commission Meeting

Recommendation:

Accept/Approve

Attachments:

1. January 8, 2021 Special Commission Meeting Minutes
2. January 12, 2021 Town Commission Meeting Minutes

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Friday, January 8, 2021
4:00 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 4:02 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Public Works Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. DISCUSSION ITEM

2.a Discussion of the Town Manager and Acting Town Manager Resolution 2021-01 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING AN ACTING TOWN MANAGER TO SERVE IN THE EVENT THE TOWN MANAGER IS ABSENT OR DISABLED; APPOINTING ALTERNATES TO SERVE AS ACTING TOWN MANAGER TO SERVE IN THE EVENT THE ACTING TOWN MANAGER IS ABSENT OR DISABLED; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Mayor Vincent explained that the special meeting was called to ensure that an Acting Town Manager is appointed before the following week, as both Town Manager Bill Vance and Acting Town Manager/Public Works Director Ken Rubach will be unavailable at that time. The Town will also need to establish a succession plan to clarify the individual(s) who may act as Town Manager.

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, recalled that it was suggested some time ago that an Assistant Town Manager be appointed, and recommended that this issue be placed on a Town Commission Agenda as soon as possible

Town Attorney Susan Trevarthen advised that the Commission will not vote at tonight's meeting to change the Town's organizational chart by permanently creating an Assistant Town Manager position. The Resolution before the Commission tonight reaches back to the pre-2019 format in which multiple alternates are proposed, beginning with the Public Works Director and followed by the Development Services Director and Finance Director. If Resolution 2021-01 is approved, this structure would remain in place indefinitely until it is revisited.

Town Attorney Trevarthen continued that Resolution 2021-01 was prepared with this line of succession in mind, based upon the recommendation from current Acting Town Manager Ken Rubach.

Town Attorney Trevarthen read from Provision 5.6 of the Town Manager's contract, which refers to "a temporary absence from the Town which does not invoke 5.4 of the Town Charter." It also states that the Town Manager shall provide prior notice if s/he anticipates being away for more than two consecutive business days. The contract specifically refers to a period that does not invoke the Charter provision requiring the Acting Town Manager to serve in the absence of the Town Manager.

The Commission agreed by consensus to proceed with Resolution 2021-01, with Commissioner Sokolow stating that the Commission should discuss the line of succession in greater detail at a future meeting. Town Attorney Trevarthen advised that the proposed resolution establishes the three members of the line of succession for the Town Manager and will not change again unless the resolution is revisited.

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

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the following line of succession for the Acting Town Manager: Ken Rubach, Linda Connors, and Lucila Lang. Motion carried 5-0.

Mayor Vincent continued that he would also like to discuss the status of the Town Manager's contract. Town Attorney Trevarthen explained that the Town Manager's contract establishes a deadline by which the Commission must decide whether or not to extend it into the future.

The current contract was approved in early 2019 for a three-year term, with March 1 established as the anniversary date. At the end of year two, March 1, 2021, there is a

deadline by which the Commission must decide whether or not to extend the contract. The following options are available:

- Vote to extend the contract by adding years or amending the terms of the agreement
- Vote not to extend the contract, which would then end on March 1, 2022 with no severance or additional decisions to make
- Make no decision, which would occur if the Commission does not take action before March 1, and allow the contract to end on March 1, 2022

Other relevant provisions of the contract include:

- Termination with cause, which is referred to in the agreement as “termination with misconduct;” the Commission may also terminate without cause, which would result in severance payment
- Voluntary resignation by the Town Manager with written notice, which would forfeit any claim to severance pay
- Performance review, which was most recently conducted in February 2020 and has not yet been scheduled for 2021; in this case, the Town Manager and Commission work together to establish and prioritize goals

Town Attorney Trevarthen further clarified that “misconduct” in this case refers to statutory principles and provisions. This would not stem from a minor disagreement, but would require a breach of contract or willful failure to conform to or violate a statutory code of ethics. Failure to meet performance objectives would not be classified as misconduct.

Mayor Vincent recalled a conversation with Town Manager Vance in late 2020 in which the Town Manager wished to place early extension of his contract on an upcoming Commission Agenda. The Town Manager also indicated that he was making similar proposals to other members of the Commission. He later asked the Town Attorney to communicate to the Mayor a number of changes to his contract, including raises and extensions. Mayor Vincent had expressed concern with both the proposed changes to the contract as well as the possibility of making a decision on extension prior to the Town Manager’s performance review.

Mayor Vincent continued that he has had other concerns with the Town Manager’s performance, some of which are reflected in the written performance review of February 2020. These included the following concerns:

- Deficiencies in communication with the Commission
- Failure to provide information or viable alternatives to recommendations

- Inadequate budget preparation and loss control
- Tendency to respond too quickly to sensitive issues without a full understanding of them
- Erratic management that has interfered with Staff's ability to perform their duties

Mayor Vincent stated that since February 2020, he has continued to have challenges in working with the Town Manager, including the exercise and implementation of the Mayor's emergency powers during the COVID-19 pandemic. He also felt the Town Manager has been insubordinate on a number of issues, some of which affected the Mayor's relationships with Town Staff, the community, and other organizations.

In light of these issues, Mayor Vincent felt the Town should discontinue the employee/employer relationship with the Town Manager. The Town Attorney has reviewed and summarized the available options for accomplishing that outcome.

Mayor Vincent concluded that he has considered the financial component of termination without cause, which would allow the two parties to part ways. Based on these considerations, he recommended that the Town terminate the Town Manager without cause, make the required severance payment, and move forward with the process of recruiting a new Town Manager.

The Commission discussed the Mayor's recommendation, with Commissioner Malkoon noting that Town Staff has done a creditable job of carrying out their responsibilities without significant leadership from the Town Manager. He agreed with Mayor Vincent that termination without cause was the best recourse.

Vice Mayor Oldaker stated that he was supportive of the Mayor's recommendation as well, recalling that he had disagreed with the Town Manager regarding the presentation of economic issues and policies to the Commission. He noted that there were a number of incidents which had caused him concern during the Town Manager's tenure.

Commissioner Strauss commented that he would appreciate additional time for greater reflection on and consideration of this issue, and requested that any vote be postponed until the next Commission meeting on Tuesday, January 12, 2021, if possible.

Commissioner Sokolow stated that while he has been disappointed by the Town Manager at times, he was not certain that termination without cause was the best possible action. He also requested additional time to reflect on this issue.

Town Attorney Trevarthen advised that the Town Manager's contract specifies what happens if a motion to terminate without cause is made and approved. This includes a clause stating that any payout based upon the Town Manager's separation will be calculated by the Finance Director and presented to the Mayor and Commission for review and a vote at a subsequent meeting. It would then be paid to the Town Manager within 30 days of his separation.

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to terminate [the Town Manager] without cause, with severance to be calculated according to procedure, effective immediately. Motion carried 4-1 (Commissioner Sokolow dissenting).

Mayor Vincent noted that the position of Interim Town Manager may require changes to the order of succession previously voted upon at tonight's meeting. He observed that Development Services Director Linda Connors would be well-positioned to assume the role of Interim Town Manager due to the longevity of her service to the Town. He recommended that succession for this position be followed by Ken Rubach and Lucila Lang respectively.

Town Attorney Trevarthen explained that the Commission would need to reconsider their adoption of Resolution 2021-01 in order to invoke a different order of succession. She noted that while the Charter specifically refers to an Acting Town Manager, this position is more limited and temporary than the position of Interim Town Manager.

Development Services Director Linda Connors confirmed that she would be willing to assist the Town in the capacity of Interim Town Manager.

Town Attorney Trevarthen clarified that the Commission may move to reconsider their previous decision on Resolution 2021-01, or Staff may bring forward a different Resolution in the future if that is the Commission's preference.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to reconsider Resolution 2021-01. Motion carried 5-0.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to change the Resolution [2021-01] to name Linda Connors as Interim Town Manager, with Ken Rubach and Lucila Lang in succession as Acting Town Manager until a new permanent Town Manager is hired. Motion carried 5-0.

3. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 5:15 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 12, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:35 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager/Development Services Director Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Town Engineer Jay Flynn, HR Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Benzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Interim Town Manager/Development Services Director Linda Connors advised that Item 8a, the Town Manager Report, would be postponed until the next Commission meeting due to time constraints.

Mayor Vincent advised that the Commission held a special meeting on Friday, January 8, 2021, at which the previous Town Manager’s contract was terminated. He thanked Interim Town Manager/Development Services Director Connors for her efforts to provide a smooth transition until a new Town Manager is hired.

5. PRESENTATIONS

None.

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

6. PUBLIC COMMENTS

Mayor Vincent advised that both written and video public comments on Item 12a submitted in advance of tonight's meeting would be limited to three minutes in the interests of time and fairness. Public comments submitted which address Item 12a would be read following the presentation on that Item.

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comment:

- Michael Ferrara, resident, congratulated the Commission on the recent demolition of the former Holiday Inn structure; he asked if there are plans to beautify the area around the Hibiscus Portal

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

7. PUBLIC SAFETY DISCUSSION

a. AMR November & December 2020 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

a. Town Manager Report (Neysa Herrera, Assistant to the Town Manager)

This Item was deferred to the January 26, 2021 meeting.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. December 8, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. El Mar Design (Linda Connors, Interim Town Manager / Development Services Director)

Interim Town Manager/Development Services Director Connors clarified that the Town is not proposing removal of the median from El Mar Drive. It is moving forward with this project because meetings were held in fiscal years (FY) 2014 and 2016 regarding the condition of this roadway. The community has made it clear that they want lighting, sidewalk, and drainage improvements to El Mar Drive. She emphasized that any decision made at tonight's meeting will not result in immediate action upon the project.

The decision before the Commission tonight is approval of a typical design, which would give consultants EDSA the ability to move forward with a clear understanding of what that design would look like from Pine Avenue to Palm Avenue. If approval is granted, EDSA will bring back a more specific design for the Commission's review at the end of March 2021. This time frame will allow for seasonal residents to provide input. The earliest date at which construction might begin is no earlier than April 2022.

At this time Mayor Vincent opened public comment on Item 12a.

Seasonal resident, spoke in favor of maintaining current median plantings. She did not favor a standard design.

Larry Behar, resident, felt the plans provided by EDSA took the community's interests into consideration, and recommended their approval.

Byron Lavan, resident, stated that he favored no changes to El Mar Drive except improvements to the sidewalks and drainage.

John Helmer, resident, suggested that only the sidewalks and swales on El Mar Drive be improved.

Sam Caruso, resident, suggested that many residents do not perceive a number of the roadway's existing conditions as problematic, which contributed to their opposition to the plans.

Charles Shaman, resident, did not believe the sidewalks or drainage on El Mar Drive were in need of significant repairs.

Caral Ann Sharkey, resident, supported Plan 1, as it increases green space and provides wider sidewalks; she recommended adding a botanical garden at the Town's southern gateway.

Cristie Furth, resident, opposed EDSA's plans for El Mar Drive, and recommended postponing the project until Staff and residents can work together.

Wes Shelton, resident, spoke in favor of Plan 1 submitted by EDSA, which proposes improvements and amenities for pedestrians, cyclists, residents, and visitors.

Pat Krumanacker, resident, noted that the existing sidewalk is in need of repair and better lighting, but felt there were no documented safety issues.

Kelly Byron, resident, recommended against changes to El Mar Drive in order to preserve the Town's small-town charm.

Ted Taft, representing the board of directors of the Leisure Mar Condominium, emphasized the need to maintain the Town's small-town atmosphere.

Nick Boar, resident, asked the Commission to make no significant changes to El Mar Drive.

Paul Novak, resident, recommended retaining two lanes of vehicular traffic and a center median, 8 ft. sidewalks, and lighting improvements.

Nancy Demko, resident, was not in favor of increased parking or changes to the El Mar Drive median and recommended retention of green space.

Tom Lutzy, resident, was not in favor of pull-outs for delivery vehicles.

Jeff Yocom, resident, requested that the El Mar Drive project be kept simple, focusing on sidewalk repairs and preventing speeding.

Stuart Dodd, resident, recommended improvements only to drainage, lighting, safety, and swales on El Mar Drive.

Barbara Cole, resident, felt the proposed changes to El Mar Drive would run counter to the Town's mission statement, policies, and branding.

Alex Fenech, representing EDSA, showed a PowerPoint presentation on the El Mar Drive project. Existing conditions of the roadway include an 8 ft. right-of-way, a sidewalk approximately 5 ft. wide, 25 ft. of driving lanes and buffers, and a 20 ft. median. At a certain point, drainage/lighting improvements and sidewalk mediation can trigger the need for a Code-compliant design. The industry standard for this trigger is improvement of 50% of a facility: for example, if 50% of the sidewalks are improved, the entire sidewalk must be made Code-compliant.

Mr. Fenech pointed out that if the Town wishes to maintain the same character of the roadway, with two lanes, a median, and a perimeter sidewalk, the requirement for Code compliance would trigger a specific type of design. He strongly emphasized that this design is not proposed for El Mar Drive. At present, the roadway does not meet Broward County development requirements, which include wider sidewalks and a clear zone separating traffic lanes from pedestrian circulation.

The dimensional layout of the project is based on a combination of Florida Department of Transportation (FDOT), Broward County, and Americans with Disabilities Act (ADA) Code standards. Mr. Fenech pointed out that no clear zone currently exists: the implementation of this component presents a dimensional challenge. FDOT requires a 6 ft. clear zone, which provides a minimum of 6 ft. of separation between vehicular traffic lanes and pedestrian circulation. This component must be implemented into any modification of El Mar Drive as a safety standard.

The El Mar Drive project was discussed by the City Commission in 2014 to address deteriorating sidewalks, lighting, and drainage. Mr. Fenech advised that the following safety and infrastructure concerns have been identified:

- Catch basins below the road surface, which can create tripping hazards for pedestrians

- Deteriorating sidewalks and adjacent asphalt, which contribute to hazardous walking conditions
- Proximity of signage to traffic lanes
- “Alligator cracking” of asphalt, which deteriorates the roadway surface
- Encroachment of utility poles on the eastern 5 ft. sidewalk
- Deterioration of curbs
- Drainage impeded by poor grading along the median and other areas
- Unsafe conditions created by poor lighting

Mr. Fenech noted that while EDSA is mindful of the public comments regarding pull-out areas for delivery vehicles, a survey of businesses, hoteliers, and condominiums along El Mar Drive raised this issue as a concern. He encouraged continued discussions to refine how stacking issues on El Mar Drive might be alleviated. In addition, drainage issues, including standing water, are apparent on El Mar Drive after even a light rain.

Mr. Fenech recalled that EDSA presented three design concepts to the Town’s residents, businesses, and Commission, identifying Option 1 as their preferred design. This option would expand the median from 20 ft. to 22 ft. and represent a 9% increase in green space from Palm Avenue to Pine Avenue. The use of pull-outs for service vehicles in this option is still to be determined.

Option 2 is similar to Option 1, but includes a service lane. Option 3 was developed in response to the community’s desire to keep two lanes of traffic. This option was not recommended by EDSA. Mr. Fenech continued that banners were printed in September 2020 and a survey was conducted, which showed significant support for Option 1.

Mr. Fenech briefly reviewed the details of Option 1, which would expand the sidewalks to 9 ft. in width. It also considers the possibility of a bike or multi-use lane of roughly 4 ft. and would include a 2 ft. valley gutter to provide a clear zone of 6 ft. Traffic lanes would remain 12 ft. in width, which would allow for circulation around a stalled or emergency vehicle. The median would increase to 22 ft.

In Option 2, the sidewalk width would remain the same and the multi-use lane would expand to 8 rather than 4 ft. and include the clear zone. Travel lanes would be reduced from 12 to 10 ft., with a slight reduction in the median width. Option 3 would reduce the median by 60% or more and would include a bike lane and clear zone.

The construction timeline for the proposed project would be as follows:

- Upon design selection, EDSA returns with a more detailed design in March 2021

- Construction would begin in April 2022

If necessary, construction could be postponed for up to one year in order to align this phase with the season. EDSA would work closely with the Town and the selected contractor to minimize the impact of construction on residents, businesses, and visitors. Mr. Fenech concluded that EDSA's recommendation is Option 1, and emphasized that this is only a concept: the design team would continue to study it and provide more detail.

Commissioner Strauss reiterated that Option 1 would actually increase the El Mar Drive median by 9% rather than decrease it. He added that moving forward with a design concept at this time would not rush the project into construction, and there is sufficient time to review details more closely and make changes if necessary.

Commissioner Sokolow requested further clarification of what removal of the 19 proposed service vehicle pull-outs would mean. Mr. Fenech explained that EDSA's concern is without regulation, these vehicles could block the bike lane and/or sidewalk, creating a hazard for pedestrians as well as other vehicles backing out of parking spaces. At present, most of these vehicles park against the median in the second lane.

Vice Mayor Oldaker was not certain that delivery vehicles would require the accommodation of a number of pull-out spaces. He suggested that the community may not yet have a clear understanding of the proposed project.

Mr. Fenech advised that there are three key aspects to the project:

- Sidewalk improvements
- Drainage improvements
- Addition of lighting

He reiterated that the work necessary to accomplish any one of these three goals would trigger the requirement for Code compliance, which would not permit the roadway's current dimensional profile to be retained.

Commissioner Malkoon asked if the standards to which Mr. Fenech had referred were best practices or true Code requirements. Town Engineer Jay Flynn confirmed that these are legal requirements, noting that if improvements do not meet these standards, the Town could be exposed to liability.

Commissioner Sokolow commented that the individuals advocating for an “option 4” which would make only drainage, sidewalk, and lighting improvements may not fully understand that these changes alone would be sufficient to trigger a Code upgrade. Mayor Vincent pointed out that there is no requirement at this time for the Town to make any improvements at all, which is also an option.

At this time Mayor Vincent reopened public comment. Written public comments were read by Town Clerk Allen, Finance Director Lucila Lang, and HR Manager Lisa Slagle.

Kevin Mahoney, resident, opposed the three proposed designs for El Mar Drive, which he felt did not address the issues raised by residents during the public input process.

Linda Aaronowitz, resident, asked that no changes be made to El Mar Drive.

Suzanne Maurice, resident, expressed concern with the proposed designs for El Mar Drive and asked that no changes be made.

Harry and Patricia Neal, residents, requested that no changes be made to El Mar Drive except basic maintenance.

Leslie and Judith Cole, residents, requested that no significant changes be made to El Mar Drive.

Renee Oneal, resident, asked that no changes be made to El Mar Drive.

Constantine Xanthos, resident, asked that no changes be made to El Mar Drive other than sidewalk repairs.

Jim Mendillo, resident, asked that no changes be made to El Mar Drive.

Sean Scott, resident, asked that no changes be made to El Mar Drive.

Robert and Peggy McHale, residents, felt no changes should be made to El Mar Drive except sidewalk repairs and installation of additional lighting.

John Walsh, resident, asked that no changes be made to El Mar Drive other than necessary repairs/improvements.

Steve and Debbie Hartley, residents, felt no changes should be made to El Mar Drive.

Tim Spesick, resident, expressed concern with the proposed changes to delivery truck parking on El Mar Drive, and recommended that trucks be parked on the same side of the road as the delivery location.

Shelley Kirchner, resident, requested that no changes except necessary improvements be made to El Mar Drive.

Irena Xanthos, resident, asked that no changes be made to the median or traffic flow on El Mar Drive.

Susan Walker, resident, expressed concern with parking on El Mar Drive if changes are made to the traffic lanes. She was in favor of sidewalk and lighting improvements only.

Cynthia and Raymond Mattia, residents, was not in favor of changes to El Mar Drive other than sidewalk repairs, turtle-friendly lighting, and drainage improvements.

Sharlene [last name not provided], resident, did not want changes made to El Mar Drive.

Raymond Robin, resident, opposed any changes to El Mar Drive.

Cathy Menniti, resident, asked that El Mar Drive be left "as is."

Marissa Greenberg, resident, stated a preference for no or very few changes to the roadway.

Bengt and Monalisa Pettersson, residents, asked that only required regular maintenance be performed on El Mar Drive.

Bill and Mary Davis, residents, opposed any reduction to the El Mar Drive greenway or removal of trees or shrubs.

Chiefswife@728@comcast.net, requested that no changes be made to El Mar Drive.

John Capitumini, resident, requested that the El Mar Drive median be left as is.

At this time the Commission and speakers took a brief recess and reconvened at 9 p.m.

Christina Archila, resident, opposed any changes to El Mar Drive and saw no issue with the current practice for service vehicles.

Don Troutman, resident, was not in favor of changes to El Mar Drive.

Sally Musser, resident, requested that no changes be made to El Mar Drive or its median, and asked if the public could see the projected costs of the proposed options.

Victoria Weidenthaler, resident, did not feel the proposed options for El Mar Drive met residents' needs. She recommended that pavement repairs and undergrounding of utilities be prioritized as improvements.

Jeff Creary requested that no changes be made to El Mar Drive.

Richard Mueller, resident, stated that he supported no changes El Mar Drive.

Jamie Leblanc, resident, opposed changes to El Mar Drive other than repairs to sidewalks.

Mr. and Mrs. Donald Tjarksen advised they were not supportive of any changes to the El Mar Drive median.

Lynn, resident, was not in favor of changes to El Mar Drive.

Paul Clifford, resident, recommended that no changes be made to El Mar Drive.

Alena Alberani, resident, opposed parking spaces for service vehicles on El Mar Drive.

Kevin Kelleher, resident, asked that Staff and the Commission be permitted to move forward with what is best for the Town, even if it is not what many individuals want.

Hanna Hempstead, resident, felt El Mar Drive should remain as is.

Lois Schmatz, resident, asked that no changes be made to El Mar Drive except "what needs to be fixed."

Stephen Courtney, resident, objected to any changes that might impair the safety of El Mar Drive.

Dean Hively, resident of Sea Ranch Lakes, opposed any changes to El Mar Drive or its median.

Roger Lucas, resident, asked that no changes be made to El Mar Drive other than repairs.

Comment forwarded by Alex Fenech resident, asked that damaged sidewalks on El Mar Drive be repaired and that the roadway be made one lane in each direction.

Darren Smith, resident, spoke in favor of no major changes.

Jim Van Damme, resident, felt the multi-use character of El Mar Drive should not be changed.

mosull8235@aol.com requested that only repairs be made to El Mar Drive.

Debra Marten, resident, did not want changes made to El Mar Drive.

Bob and Sheri Kimball, resident, wanted no major changes to El Mar Drive.

Becky Weist, resident, recommended no changes to El Mar Drive.

Chris Dietrich, Sr., resident, opposed changes to El Mar Drive.

Shelley Hagerty-Rahn, resident, felt no changes other than repairs should be made to El Mar Drive, and described the roadway as sufficiently safe already.

Marie Briggs, resident, requested that El Mar Drive remain two lanes in each direction and was in favor of necessary upgrades to the sidewalk, and opposed other changes.

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

The Commissioners discussed the presentation and public response, with Vice Mayor Oldaker recommending more public outreach by both the Town and EDSA. He pointed out that the ongoing COVID-19 pandemic prevents any action on the proposed project in the near future. He felt the issue should be postponed and revisited after the 2021-2022 budget process is complete.

Commissioner Malkoon recalled that the Town had opted to undertake the proposed El Mar Drive project itself rather than partnering with the Broward MPO, as the Town has a successful record of implementing roadway projects of this nature. He also suggested that the project be postponed until after the Town's budget process is complete and an open forum or workshop meeting can be scheduled to meet with the public. He was not in favor of moving forward with any option at this time.

Commissioner Sokolow observed that some members of the community may have been misinformed by individuals acting as "activists" with regard to the proposed plans, who have cast aspersions on both the Town Commission and the design team. He emphasized that tonight's presentation, like previous presentations, have clarified that there are no plans to remove or reduce the median or make other drastic changes.

Commissioner Sokolow continued that the existing state of the sidewalks, road, and swales on El Mar Drive constitute hazards. He was in favor of proceeding with EDSA's recommended design, Option 1, rather than postponing the project further. He reiterated that individuals fearing changes to the median have been misled, and strongly emphasized the need to move past this misinformation.

Commissioner Strauss noted that while most public comment focused on the preservation of green space and was not in favor of significant design change, individuals also expressed support for sidewalk repairs and improved lighting and drainage. He pointed out that these improvements are the primary intent of the El Mar Drive project, and noted once again that construction would not begin for over one year.

Vice Mayor Oldaker noted that while all three plans proposed by EDSA include lighting, drainage, and sidewalk improvements, they also include changes to traffic and bicycle lanes. He again recommended that this choice be postponed until it can be ensured that the public better understands what is proposed in the designs.

Mayor Vincent recalled that the project was first proposed in 2014 with the intent of making repairs to sidewalks, drainage, and lighting. Since that time, it has continued to evolve to include other changes as well. He felt the majority of public comments at tonight's meeting showed that the public does not fully understand the project. For this reason, he was not in favor of moving the project forward, particularly during a time when the ongoing COVID-19 pandemic affects residents, businesses, and the Commission. He felt Staff's attention is better focused on recovery efforts at this time.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to proceed with starting further design of Option 1. Motion failed 2-3 (Mayor Vincent, Vice Mayor Oldaker, and Commissioner Malkoon dissenting).

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to reconsider this [Item] at the first meeting in October for discussion, with the design team to continue public outreach. Motion carried 5-0.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Commissioner Strauss urged the public to remain safe and wear masks.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-02 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GRANT AGREEMENT FOR THE FUNDING OF \$19,233.00 THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2020 / 2021 FOR THE SENIOR CENTER ACTIVITIES PROGRAM; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXPENDITURE OF TOWN FUNDS IN THE AMOUNT OF \$64,367.00 TO COVER THE REMAINING COSTS OF THE PROGRAM; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Lucila Lang, Finance Director)

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

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

18. QUASI JUDICIAL PUBLIC HEARING

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:44 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

1.) Luis and Ana da Costa, resident (126 words)

Taking into account the opportunity that you gave for the LBTS residents to send comments about the El Mar Drive Streetscape Project, please consider the following:

Taking advantage of this repair, we suggest the removal of all the huge electrical poles and the electrical cables going underground, like already done in the El Prado Park area.

We presume this would bring a certain economy to the allocated funds to spend in one of the actual three project proposals.

There are innumerable streets in our beautiful city with very poor nightlights.

Maybe the eventual savings with less expensive works in El Mar Drive could help to improve this or other proposals from other residents.

We thank you for all your work and dedication to our fantastic city.

2.) Bill Smith, resident (273 words)

My name is William Smith and I live at 4445 El Mar Drive. I have been coming to LBTS and spending most of the winter here for over 10 years.

I am quite concerned to the different proposals as none of them seem appropriate and will negatively impact the best feature of this residential road (the median). I previously chose one of the options in the surveys presented but should have commented that none would be my choice.

The traffic density on el mar drive is so low that the need for more asphalt is not justified. The existing 2 lanes work fine as they exist for both vehicular and bike traffic. That also includes the need for vendor parking.

The highest use by far is pedestrian traffic. The need to improve, repair, replace significant areas of the sidewalks and related drainage swale would be a welcome improvement. Landscape enhancement or decorative lighting could be a welcome addition as well.

But adding a dedicated bike lane that causes the need for vendor parking areas is a substantial concession to the aesthetic of El Mar Drive. The existing median is already interrupted numerous time with cross streets, turn arounds, el Prado parking etc. Further Deletion of green space and adding asphalt seems extremely short sighted and significantly and negatively impacts the residential feel for the street.

The premise for the proposed work is improvements to el mar dr. Trading landscaped areas for asphalt is not an improvement. Let's put the emphasis on legitimate areas of need but not try to fix something that's not broken.

Thank you for your review of resident comments.

3.) Dan Darnell, resident (314 words)

I can't know what is in your minds or what you are thinking. I only know what it looks like from the outside. What it looks like is that you are facing a difficult decision and you are looking for the perfect solution (there isn't one) that will please everyone (you can't) or at least will please most of the people (you'll never figure that out because it's a moving target).

You keep delaying the decision, hoping that it will become clear what you should do. I believe each time you delay, each time you try a new poll, you make the problem and decision harder. You have allowed whole movements to form to try to influence you to their POV. These movements and these polls only muddy the waters. None of the polls taken are remotely scientific, no movement truly represents the majority, and no amount of public discussions will result in a perfect ranking of the choices.

Most LBTS residents (any group of people) are easily swayed by whatever they read or hear last.

If decisions are going to be made by polls, what do we need commissioners for? This is a case where you should rise above all the noise of the debate, controversy, and movements you have unintentionally created and do what we elected you to do - be forward thinking leaders.

Put aside what everyone thinks is the right solution and do a serious analysis about the future of LBTS. Consult city planning experts such as you have with EDSA, look at what other small towns are doing, and consider our unique setting. What future do YOU believe LBTS should be moving towards? Be the leaders we elected you to be! Instead of focusing on what works best today, select a plan that best serves the town for the next 20 years and allow that plan to become perfect.

4.) Hannah Gutner (124 words)

Good afternoon,

I would like to submit a public comment for the El Mar Streetscape Project. My name is Hannah Gutner. I live at 1550 NE 43 St Oakland Park, FL and visit LBTS regularly. I am expressing my support for Option 2 on the Streetscape Project, with wider bike lanes.

On that note, while biking to LBTS today I noticed the two large fish shaped bike racks on either corner of El Mar Dr and Commercial were removed. I cannot emphasize enough how disappointing it is to see the opportunity for a more bike friendly part of town presented by COVID reducing street size being ignored. Please reinstall these bike racks and widen the bike lanes on either side of Commercial.

Thank you.

5.) Jose Gonzalez Bello, resident (111 words)

Dear Commissioners and Mayor:

Respectfully, we disagree with the proposed El Mar Project. For us, El Mar Drive is the "lungd" of LBTS and also, a sanctuary for thousands of birds who make it their sleeping habitat. We invite you to take a walk along with your children on El Mar Dr. right before dawn and you will experience the most amazing event, thousands of birds waking up and singing at the same time (Mother Nature at its best). This happens in front of the Oriana Condominium.

Please don't destroy our beauty and let's keep all of the green spaces we still have, love our town the way we do

6.) Bill McGarrity, resident (13 words)

I agree with Option 4, fix what needs fixing and keep the median

7.) Paul Myles, resident (151 words)

My family are 50-year residents of Lauderdale By the Sea. As to the El Mar project, do not ignore the obvious. Approx. 650 people responded to the EDSA Design Firm online design poll. That is 10% of the total full time resident population. That clearly means 90% of the full-time residents, just do not care!! Factor the 650-person response compared to full time and winter residents, that is a 7% response. Thus, 93% of the total population just do not care!

Why spend millions if 93% of the people just do not care or have not voiced some need for change to El Mar Drive?

Upgrade the sidewalks for safety reasons. Use the millions saved to upgrade parking around Anglin Square or put the millions in the rainy-day fund for some unknown future emergency need/project. Money spent should be for the benefit of the entire city, not 650 people.

8.) Doreen and William Cameron, residents (332 words)

To LBTS Commissioners

We first visited Florida in 1974 when we drove from our home in Pennsylvania. After visiting Orlando for 3 days, we had no plans for the rest of our 2-week vacation other than to hit the beach, so we simply drove down to Miami and worked our way back northwards. We saw nothing in Miami or Ft. Lauderdale that made us want to stop, then we came across a brand-new Howard Johnsons hotel (now the Plunge)! We loved the rooms where we could walk out onto the beach, the charming little town and its restaurants and even Sea Ranch Mall just across the street. Exceptional! Since then, we have returned with our children, several times, to stay for a few days before cruising. When my daughter's college roommate (who coincidentally lives in Coral Springs) got married, I suggested she use that hotel for her guests, which she did. Lauderdale by the Sea is truly a unique little seaside resort. Little did I know back in 1974, having traveled the world several times, we'd retire here! Congratulations, the town is even better than it was back then! This year I've sorely missed the many many hours we spend at Jarvis Hall on a multitude of activities.

When the survey came out regarding El Mar renovation I puzzled over the options. I don't remember what I picked, but I do remember not feeling great about my choice. Then I happened upon the "Option 4 Group" while taking my daily walk on El Mar where I usually bump into friends. I assumed they were township employees pushing one of the options and was delighted to discover their simple quest, "just fix what needs fixing". How simple and satisfying is that! El Mar, like everything else about LBTS is perfect the way it is, other than a much-needed upgrade of course. I hope you will do just that. Deleting some of the green median for 19 truck parking pull-offs doesn't seem an improvement.

9.) Stuart Kreitzer, resident (162 words)

I'm an LBTS homeowner and a daily user of El Mar for a variety of activities. I run the full length of the street in the morning and walk, bike, or inline skate in the evening.

I love doing these activities close to the beach, however El Mar is in poor shape for any type of exercise -- even walking. Limited and narrow sidewalks force people into the street where they dodge bikes and cars.

The road is particularly unfriendly to tourists walking and biking from hotels to the downtown.

We need wide sidewalks and an adjacent bike path for safety. A single lane for vehicular traffic is not only sufficient but will also serve to calm traffic.

I prefer option #2 of the 9-20-2020 proposal with a 9' sidewalk, 8' bike lane, and 10' traffic lane. The median pull-offs are a great compromise between maintaining a landscaped median and accommodating the many walkers, runners, skaters, and bikers that use El Mar.

10.) Tom & Sue Hawkey, resident (231 words)

Hello,

My husband and I became permanent residents of LBTS five years ago. I have been visiting LBTS for over 40 years and my husband and children for 35 years.

We don't understand why the city came up with the three different proposals for El Mar when there is nothing wrong to begin with. My husband is a quadriplegic in a wheelchair and we walk El Mar all the time with our two dogs. We stopped and looked at the proposals in the parking lot and we were not impressed. We were told that they would be more accessible friendly but until we try it out there is no guaranteeing that. We have been told that the wheelchair would be no problem in public areas before and find out that's not the case. Federal disability requirements have hardly been updated since the ADA was established and therefore have not kept up with custom equipment like my husband has. Thus new is not always better. The town's proposals are going to make walking a nightmare with traffic.

It's a mystery to me why public officials feel the need to change a good thing that works. El Mar is definitely a big part of the charm of LBTS. Tourists tell us that all the time. Please do the maintenance needed and leave it the way it is. We choose plan 4.

Thank you,

11.) Ann Byers (148 words)

Lauderdale by the Sea has a retro-beach flavor that has captivated residents and visitors for generations. Take a moment and read the sentiments carved in the bricks at the Pavilion and you'll see lifetimes of joyful memories shared in this seaside village. Blissful reminders of "mom & pop" & boutique hotel stays, family celebrations, restaurants & shops, the beauty of the ocean... a small town embrace where all are welcome!

While appreciating the improvement concepts put forth to reimagine El Mar Drive, I ask that you consider an additional plan:

Please entertain preserving this beloved drive for generations to come by improving the landscaping, sidewalks and lighting while leaving the median intact. El Mar Drive just needs a bit of TLC, not redevelopment. These enhancements are uncomplicated and would spare unnecessary expense, extensive reconstruction, noise and business disruption.

Help to maintain this small slice of paradise!

Thank you

12.) Maureen Smith, resident (119 words)

Dear Lauderdale by the Sea Town Commissioners,

My husband and I have owned a condominium on El Mar Drive since 2013. We are seasonal residents from the Boston area and had rented in LBTS for several years before our eventual purchase. This town appealed to us for many reasons; one in particular was the pedestrian-friendly design of El Mar Drive. We enjoy the attractive plantings in the well-kept median that runs the length of the street as well as the pet-friendly nature of the area (available dog waste disposal bags and trash bins). We would like to see El Mar Drive remain pedestrian friendly and green. We support Plan #4 - just make sidewalk repairs where needed.

Thank you,

13.) David Peck (98 words)

I'm writing this in response to the proposal of the "renovation" of El Mar Drive. To change the topography of El Mar Drive would be a HUGE injustice! In my opinion to change this iconic street would be the equivalent of paving over Central Park in New York! El Mar Drive is the reason people come to LBTS. To commercialize El Mar Drive for a monetary cash flow is ludicrous. Plus, the cost to do such an injustice would take decades to recoup! Also, to lose tourist revenue would be a big mistake! Please leave it as is!

Thank you,

14.) Deborah Palmer, resident (169 words)

My name is Deborah Palmer and I have lived in the Caribe for over twenty years.

We walk El Mar daily and I can't understand the need to make such drastic changes to something that is so beautiful and unique.

This is a residential area. Truck pull-offs into the median are not necessary if you leave well enough alone.

Yes, the sidewalks and drainage need attention, but a whole redo of the street is a big waste of time and of tax-payers money, as I am sure the funding you have available will not cover the expenses to be incurred.

We were all asked for our input on how we used the drive, now listen to our input on how we DON'T need to make such extreme and costly changes to our neighborhood.

I don't feel making any decision on something that so strongly impacts us all should be made at a time when we cannot meet in person to fully discuss everyone's feelings on the matter.

Thank you.

15.) William & Mersine Hennessey, resident (28 words)

We urge LBTS commissioners to approve El Mar Drive improvements consisting of repair to existing sidewalks and increased street lighting. Please leave the median as is. As an LBTS resident who uses El Mar Drive on a regular basis, I wish to let you know of my feelings about the median. Specifically, changes in the median will destroy the currently delightful character of El Mar Drive on a permanent basis. I would like to see the median remain as is. Improvements along the drive should take the form of better sidewalks and enhanced lighting.

Thank you,

16.) Sophia Roth, resident (81 words)

Hello,

I'm a resident of Lauderdale by the Sea. I run or walk most days on El Mar and really enjoy the median and the landscaping as it is now.

I'm asking that you just fix what needs fixing and leave the beauty as it is now. By taking away the median, you will make LBTS just like any other beach town and it will lose it's appeal. Please consider the residents aka taxpayers when you make your decision.

Thank you.

17.) Doug Frens, resident (45 words)

Dear city commissioners,

I want to go on record stating my support for not making the median any narrower than it is now. I support new sidewalks and drainage updates. I ride my bike there weekly and love the median just the way it is.

18.) Jim Dinverno, resident (141 words)

My wife and I have lived at 4318 Elmar for over 6 years and often walk the Elmar 1.8 mile loop! We STRONGLY recommend Elmar be reduced to one-way lanes on each side of the greenway (one-way with prominent signage) We also like the version that has separate and adequate lanes for walkers and bike riders with cutouts for limited truck deliveries! Recommend the current greenway be kept intact as much as possible and all the pavement and drains be leveled! Also recommend parking on El Mar within 100 feet of Commercial be eliminated as it is a danger to pedestrians! Speed bumps or warnings of virtual speed bumps (yellow paint with signs) are needed to slow down constant speeders! We are unable to attend but are willing to discuss further as this is important and needs to be done right!

19.) Michael Ferrara, resident (149 words)

I live on Garden Ct, off Sea Grape Dr south of Commercial. Just a few words complimenting the Mayor and Town Commission on their work regarding the El Mar Drive Streetscape Project. It was thorough with several opportunities for the community to provide input between multiple town

meetings and surveys. It is always hard trying to satisfy all the residents. I think you and the design firm did a terrific job with the final result. I may not agree with everything but the plan makes long overdue repairs and improvements. It also modernizes the look and feel of El Mar while maintaining the qualities we love. Most importantly, you gave everyone the opportunity to participate and be heard. There was a great response to the surveys and large participation. The majority, many silent, have spoken. It's a great result and plan. I appreciate the approach you took. Wanted to send a separate note from the one I just sent on the El Mar Drive Streetscape Project. Thank you for the overall handling of the COVID-19 crisis. You've done a great job keeping the beaches and businesses open while maintaining public safety guidelines. The leadership of the Mayor and Town Commission is much appreciated. Also, congratulations on getting the Holiday Inn demolition done. It's so nice being rid finally of the eyesore.

We live on Garden Ct. off Sea Grape south of Commercial. So while we appreciate the eyesore being gone and the excellent progress on the El Mar Streetscape Project, we are disappointed with the conditions of the Hibiscus Portal. Are there plans to clean up the piles of sand and add more sea grass on the left side as you enter the beach? It's been in this condition since before the pandemic. Also, anything else that could be done to beautify the area a little would be much appreciated. Understand there is probably nothing you can do, unfortunately, about the poor conditions of the properties on each side of the portal but the portal itself is arguably the least attractive of all the portals.

I know you are already aware but just wanted to reinforce that the crosswalk put in on Hibiscus and A1A is literally useless. We walk across regularly and cars never stop. A light pedestrians can push, something, needs to be added to the signage. Drivers simply do not realize it's a crosswalk.

Thank you for your consideration to the above. Thank you!

20.) Thomas Kuecks, resident (17 words)

I choose Plan #4 - Leave El Mar Alone - Just Fix What Needs Fixing. Thank you.

21.) Robert Noll, resident (117 words)

Dear LBTS Town Officials,

As a resident who resides at The Caribé, I am deeply concerned for the amount of money that is being allocated to "enhance the beauty" of El Mar Drive. All that needs to be accomplished is the repair of drainage issues, sidewalk repair work, and the accountability of dog owners to pick up feces their pets drop and the trash they leave behind. We currently have a beautiful landscaped area rich of mature shrubs, green grass, and palm trees that do not need to be ripped out and replaced.

This "pandemic" has taken a toll both physically and financially for many LBTS residents who DO NOT WANT TAX INCREASES to just make our town "look pretty".

Regards,

22.) James & Anne Giannella, resident (80 words)

This is James & Anne Giannella, taxpayers, 235 Codrington Drive. We are vehemently opposed to any of the proposals for El Mar. Please leave this beautiful street as it is. We view this as an

attempt to waste millions of taxpayer resources for a result that will not be beneficial to the community. If you have too much in taxpayer funds - please lower the tax rate. Many taxpayers and renters can hardly handle the burden as it is.

Respectfully submitted

23.) Joan Carino, resident (200 words)

My name is Joan Carino and I'm an LBTS resident, my family has owned our home since 1972. We love this town because it's unique. It has a small-town feel, low-rise buildings, it's family and pet friendly, a place to walk to the beach and or restaurants and feel safe and relaxed.

El Mar Drive is the oldest and most beautiful street in Lauderdale-by-the-Sea. It is one of the reasons we consider ourselves lucky to live here. It has never been a commercial street. The hotels along El Mar enhance its beauty. People and the places to stay here have co-existed in peaceful harmony for years.

Your current plan for El Mar would take away our beautiful wide median and force pedestrians and dog walkers into the street in order to go around the trucks.

There should be a fourth option but you have taken away the voice of the residents! No truck parking on El Mar, leave the wide median and pave the sidewalks. If you need one lane of traffic to allow room for a bike-lane, so be it, but PLEASE don't change the character and beauty of one of the "best little beach towns" in the country!

24.) Maurice Carino, resident (179 words)

Mr. Mayor, Commissioners,

During the November 10, 2020, Town Commission meeting, a storm water master plan update was presented by Ken Rubach, Public Works. The presentation summarized the tens of millions of dollars needed to upgrade LBTS's storm water system. During the meeting comments were made that LBTS is experiencing increased rainfall. Once predicted as a 100-year event is happening more often. During recent rain storms, many streets experienced flooding that took days to drain. Coupling these storm drainage issues with rising sea water, it seems prudent that available financial resources be dedicated to higher priority projects like those presented in the storm water review. The proposed modifications to El Mar do not rise to the priority level of those associated with flooding streets and properties. Nor does it appear that the citizens of LBTS, in general, support any of the proposed El Mar modifications. It is logical to have minor repairs needed on El Mar, such as sidewalk repair, be made in substitution of the three expensive proposals and that financial resources be dedicated to higher priority projects.

25.) Ellen Warburton, resident (50 words)

Commissioners: Please adopt/vote for Plan 4, I believe this option will continue to allow residents the ability to continue with the lifestyle and environment that drew us to this town and the reason we love our home in Lauderdale by the Sea. Thank you for taking my opinion into consideration.

24.) Herb Young, resident (85 words)

I'm a resident of sea ranch lakes c and I enjoy walking El Mar drive everyday. I don't think it needs a major redesign, just a little touch up, maybe fix some streetlights that may be out or patch a couple minor sidewalk cracks. Installing more prominent bicycle lanes will only encourage more bicycle clubs and you should ask yourself, have you ever seen a bicycle stop at a stop sign? Let's keep them on A1A where they won't run stop signs and cause accidents.

25.) Elizabeth Vienna, resident (127 words)

My husband and I have been owners of a condo in Starlight Towers for 23 years now. Every morning we take a two mile walk to LBTS center on Commercial rest on the square and walk back. As we turn off A1A onto El Mar Drive it is such a relief to walk down the street with the charming medium. There are always walkers, joggers, bikers, dog walkers to say hello. It is like you have become a part of the small town of LBTS. Always courteous drivers without the fumes of A1A. Do not take away that charming and relaxed part of our town. Save the parking for parking lots on A1A. Leave El Mar Drive to the walkers, joggers, bikers and dog walkers to enjoy

26.) Les Byron, resident (words)

I vote for Plan 4 where the median is not affected.

26.) Kevin Mahoney, resident (897 words)

To Whom It May Concern:

I am writing to oppose the three proposed designs for reconfiguring El Mar Drive. But before I get into my questions regarding the proposed designs and describe my preferred approach, I want to express some disappointment with the process that has led us to this moment – a moment when so many oppose the recommended plans.

In the summer and fall we were surveyed on the things we as citizens wanted. But the plans that were produced, rather than showing how the plans matched and addressed our needs, seem to have been forged based on code-required factors like requirements for sidewalk width when sidewalks are replaced, or the necessity of clear zones of a certain width, that should have been revealed in advance so people could tailor their preferences to what the Town would even consider. The plans sometimes seem to be window-dressing pretending to observe citizen input while really just calling code requirements (e.g., clear zone = Bicycle path) by a different name. It would have been helpful to know the decision rules in advance including the fact that the Town would not approve a plan where people could walk in the street. When some of the questioners at the demonstration asked why people couldn't continue to walk in the street given the low volume of traffic (currently 1000 vehicle trips a day) the answer was, "Because walking in the street is illegal". With social distancing requirements, people walking dogs in the median strip, and some peoples' obvious preference to walk in the street, does anyone think walking in the street will stop? Why are there no signs forbidding walking in the street now?

I appreciated the chance to view life-size images of current options but I was left with more questions than answers, even after speaking with the Town official at the demonstration. I am one of those who wear the SAVE THE MEDIAN shirts. I am still not convinced one can't just fix the sidewalks, meet clear zone requirements, and leave the median strip alone.

The width of El Mar is pre-determined so it seems we are dealing with a zero sum game, i.e., if you give more space to one aspect you need to take it from others. There seem to be three elements, SIDEWALKS, SO-CALLED BICYCLE LANES, and THE MEDIAN (which would need pull-outs if El Mar had only a single lane for traffic in each direction). Let me take each in turn:

- A) SIDEWALKS. The proposed sidewalks are 9 ft wide in Options 1 and 2 and 8' in Option 3. When I asked "why?", I was told that when sidewalks are redone they have to come up to ADA standards. But ADA standards are 5 ft. In fact sidewalks can be 3 feet wide if they have passing lanes at intervals. So why the extra width? I hope it is not because of those ugly cement poles (that hold the wires and cables) sticking out into the sidewalks. If that is the reason, ADA rules say the obstruction can be moved. (Wouldn't it be nice if those ugly wires were underground like they are near Commercial Blvd?) Maybe the power company would reconsider in light of ADA rules?
- B) BICYCLE LANES. When I mentioned that there already was a bicycle lane in front of the Courtyard Villas (on the east side of El Mar north of Datura), the Town spokesperson answering questions said I was wrong. I wasn't wrong. When I said it probably isn't used because it doesn't go anywhere and, with so few cars on El Mar, you don't need a bike lane. I went on to suggest that even if they put a bike lane on the full length of El Mar it doesn't go anywhere especially heading south on Palm to A1A south. I suggested that bike lanes belong on busy streets like A1A the way Ft Lauderdale does. The woman answering questions said all your points are irrelevant. We have to leave this space anyway so why not call it a bike lane. I thought one of the purposes of the redesign was to address bikers' wishes? (Option 2 has two bike lanes but that seems even more unnecessary given the low traffic volume).

MEDIAN STRIP PULL-OUTS. (which cut 9-ft into the median in Options 1 and 2) Other than near Commercial, there appear to be 10 pullouts (2 of which are large) north of Commercial and only 8 (all of the smaller size) south of Commercial. Am I correct? I asked why? Take a look at how many abandoned, dilapidated, half-built, or open space properties are on El Mar south of Commercial. I asked the Town spokeswoman if they really knew what would be needed south of Commercial given the number of unoccupied properties. She claimed they had good estimates. I asked why, once again, does the north side of town seem to get more attention? All the woman said was that they needed to plan for the pull-outs before construction because it would be quite difficult to add any later.

I would suggest that Town officials table these El Mar Re-Design plans. At the very least, I feel the need for transparency on what the decision rules are for acceptable plans. It seems the Town already knew, or had a very good idea of, what options would be recommended.

27.) Linda Aronowitz, resident (18 words)

My husband and I love walking and biking on El Mar Drive. Please don't change this beautiful area!

28.) Suzanne Morese, resident (151 words)

As a 20+ year resident of LBTS, I've seen a number of changes. Some pluses (landscaping and design, cleanliness, parks, etc.) and some minuses (over-ride district, out of area contract for parking, etc.)

None of these, however, will impact the charm and uniqueness of our town as the plans for destruction of the serenity of EL MAR DRIVE. Whether ending a day of work or just leaving the shopping and traffic of Ocean Drive and proceeding to El Mar -- one takes a breath of fresh air and is overcome with a feeling of peace. Ah-Ah!! How rare today to find this so close to home!

I implore you to leave EL MAR as is. We have major thoroughfares now jutting through LBTS -- Commercial Blvd., and AIA. Please leave EL MAR as a walking, jogging, biking thoroughfare with its greenery, cool, clean air and a minimal traffic flow. Please, Please!

29.) Perry & Patricia Miele, resident (281 words)

I am writing to you regarding the upcoming meeting on January 12th, and for my note to be submitted and read at the January meeting. Thank you and very much appreciated.

"I choose Plan #4 - Leave El Mar Dr. Alone - Just Fix What Needs Fixing" and keep maintained

We bought our home's here in the Town of LBTS, at VBS community Three and half years ago. (We loved the Historic and beautiful landscaping of El Mar Drive) this is why our family own three condo's at VBS, My wife and I, My Brother and my Cousin). We choose the Town of LBTS and VBS on El Mar Drive for its beautiful historic low rise properties, its main street with local independent restauraners, and shops. ***Most of all the beautiful and historical El Mar Drive with the park, and its wide center median landscaping, gardens, and Palm Trees.***

It would be heartbreaking and unconceivable to tear up a beautiful and historical El Mar Drive. Especially when it currently works beautifully for everyone, and there are no documented safety concerns or serious flooding issues that I have heard of, nor that I have seen. I am on my balcony at VBS everyday looking down and up El Mar Drive and have never seen any issues. All I see is family's taking a walk, jogging, biking and having fun in the park.

Sometimes beautiful historical things, and tranquility is right in front of us, and parts of our world should stay frozen to in time -- this is El Mar Drive.

Thank you very much for reading my note in the meeting -- Leaving Historic El Mar Drive as it is and basically maintained.

30.) Leslie & Judith Cole (words)

Dear Commissioners,

It is with great trust and confidence that you will listen to the residents and guests of Lauderdale-By-The-Sea and consider our wishes to preserve our magnificent greenway. As residents, we walk daily on the peaceful and scenic thoroughfare known as El Mar Drive.

Significant changes to the trees, grass, open spaces, and natural beauty will destroy the tranquility and serenity of this unique part of our town. The attractive qualities of LBTS are centered in its welcome and intimate atmosphere. As we walk, there are never issues with safety regarding trucks, vehicles, and pedestrian traffic. It would be devastating to remove the lush environment in lieu of additional parking and increased vehicular traffic.

Notwithstanding appropriated grant monies and government fundings, is incumbent upon the town planners to heed the input and concerns of those most impacted by such significant Changes. Please preserve our amazing El Mar Drive! Thank you for your consideration to this matter.

31.) Renee Oneal, resident (106 words)

We love our El Mar Drive just the way it is. Do not change it. Stop wasting my taxes on projects that are not broken. I am a tax payer of LBTS for the last 28 years. I hate to see you waste our money. Spend the money on more open portals to the ocean. Please do not change El Mar Drive. I enjoy riding my bike in the bike lane and would not feel safe with only one lane. Stop wasting our tax payers money on projects that are not needed. Take the money and provide a portal on the ocean for residents to.

32.) Constantine Xanthos, resident (82 words)

During my eleven year residency in our community, I have made daily use of El Mar as a pedestrian. In my opinion, this street is the town's single biggest attraction other than the beach. Its calm, its greenery, its birdlife and its suitability for walking add tremendous value to the area. Any change that would impinge on the median, or change the flow of traffic, would detract from it. I support making no changes to El Mar other than repairing the sidewalks.

33.) Jim Mendillo, resident (34 words)

Please scrap the plans to change El Mar it is beautiful the way it is and all of us residents love it as is the proposed changes do not enhance its charm or functionality.

34.) Sean Scott, (168 words)

Thank you for taking the time to hear my comment; we have been coming to Lauderdale by the Sea for the past 23 years every Winter. We feel the town has a unique and quaint charm which certainly the median is a part of, and we feel it would be a devastating blow to lose this beautiful-landscaped treasure. I implore you to please reconsider your plans to destroy this.

Many times in life there are more important things than money and this should be considered as one of those. We feel that you should respect the will of the people, many of whom are long term residents and visitors who spend a great deal of money every season in your community, and we continue to return because we liked what we found so many years ago. Again, I am respectfully asking you to reconsider your plans and not remove the median and thus destroy the charm of this one mile stretch of road.

Thank you for your consideration.

35.) Robert and Peggy McHale, resident (89 words)

Dear Commissioner,

We believe that the Greenway should remain as is. The esplanade on El Mar is part of the iconic symbol for the town and its beauty should not be altered. We believe that the sidewalks should

be repaired and additional lightening installed to keep the area safe. Options 1, 2 and 3 will all mar the lovely street and its charm and we support option #4. Thanks for your consideration.

37.) John Walsh, resident (85 words)

I am fortunate to be a resident of LBTS for over 11 years and have seen numerous city projects that have enhanced our community, but I don't believe the El Mar project, as laid out by the city, is one of those projects. Please only fix what needs to be fixed on El Mar and allocate the funds to priorities. Also, please note, the parking spaces gained in the city plan are not worth giving up green space which is so coveted in South Florida.

38.) Steve & Debbie Hartley (165 words)

Having been a resident of LBTS for 50 years and an owner @ The Caribe for 40 years, I am writing this note for my concern for the Town. I walk El Mar Drive every morning @7:30 AM and again @ 2PM from The Caribe to Sea Ranch and back. It's a peaceful, quiet, pleasant walk with other neighbors on their bikes, with their babies and dogs. Never does there seem to be a problem of congestion, safety or space. Even with the Beer and delivery trucks @ 7:30AM there is not a problem. Why is there a need to ruin a good thing? I've seen the problems of a one-way lane on the weekends by Oriana where 10 or more cars back up do to a single lane. The sidewalks and drains need help. To implement a plan as proposed is a waste of our and my tax dollars. Leave the median alone. Fix the walks and drains. Let us walkers and bikers enjoy our domain as we have for so many years.

39.) Timothy Spesick, resident (193 words)

My name is Tim Spesick. I live on Bougainville Dr. in Lauderdale by the Sea. As a professional truck driver, I would like to add my concerns about the proposed changes to El Mar Dr. Mainly, my concern focuses on safety. Delivery truck parking should always be on the shoulder or lane of the same side of the delivery location, not in the middle of the road. If trucks are parked in the middle, with traffic traveling in both directions on both sides, that's very dangerous. The delivery driver would have to unload with traffic going by on both sides and he or she would then have to cross a lane of traffic to make the delivery. Very unsafe for everyone. If the truck was parked on the right side, same side as the delivery location, with cones out to set up a safe working area, with a lane for traffic to continue by, the delivery would be made safely, with traffic moving safely on only one side and the delivery person would not have to cross a lane of traffic to safely make the delivery. This is the safest process for everyone.

40.) Shelley Kirchner, resident (122 words)

Good evening commissioners, my name is Shelley Kirchner. I am speaking for myself and my husband Steve. We own a condo at Leisure Mar. Let me say that our choice would be option 4, to leave El Mar drive as it is, fixing the things that need it. We purchased our condo 3 years ago. We were very familiar with the area as my father has owned condos here for around 20 years. The way that El Mar sits in its current state is one of the reasons we love it here and why we chose to buy here. The lush medians are beautifully landscaped. Please make the right choice and leave El Mar as it is. Thank you for your time.

41.) Irena Xanthos, resident (102 words)

I live on El Mar. I walk El Mar every day. I like it as it currently is. The same can be said for many of my neighbors in the Caribe. Any change in the median could only detract from its appearance. Any change in the traffic flow could only detract from the street's walkability. My neighbors and I would be severely disappointed if the Commissioners were to support any modification to the

median or to the flow of traffic on El Mar. The future votes of the residents of the Caribe will be strongly influenced by your decision regarding El Mar.

42.) Susan Welker, resident (174 words)

Dear Commissioners:

My name is Susan Welker and I own three properties on El Mar Drive. These properties are used exclusively by my family. We all enjoy the beauty and quaintness of El Mar Drive. Regarding the 2 properties located at El Mar and Washingtonia, it is already difficult with two lanes to back out of the parking spots on to El Mar Drive because there is a stop sign there and traffic tends to back up right in front of our small parking area. I can't imagine what it would be like if it were to go down to one lane. Walking home last night from the square, after dark, it reaffirmed that we certainly need better lighting. I would definitely support better lighting and improved side walks (I had a bad fall last January where the sidewalk cement is uneven and had to seek medical help). I respectfully request that you leave El Mar as is with the exception of lighting and side walk improvements.

Thank you for your time and consideration.

43.) Cynthia and Raymond Mattia, resident (184 words)

Greetings Town Commission.

Please allow the residents of LBTS to determine if they want to reshape and rework El Mar Drive. My husband and I are NOT in favor of changing El Mar Drive's roadscape and prefer to see OPTION 4, Leave El Mar Alone, be implemented. It is abhorrent that the Town Commission is pushing it's agenda by not being forthright in their surveys through deceit and omission. Trick questions and discarding surveys that didn't pick any of their options but commented on an option 4, leaving El Mar alone, are shady practices. can't understand why simple improvements such as sidewalk repair, turtle friendly lighting, and drainage Improvement has to be tied to a total redesign of El Mar Drive. El Mar is not a state or county road. It's jurisdiction and road maintenance comes under local government. In 2010, another El Mar beautification project which sought to add a median walkway was put to rest by the efforts of LBTS residents. It is apparent that residents do not want to change El Mar Drive. It is time to put this project to rest as well.

44.) Sharlene (176 words)

My name is Sharlene and my husband and I have been a resident of LBTS for 10 years, we bought a new condo on El Mar. We came here many years before that, when we lived in Plantation. One of the main reasons we bought here was the quaintness of this street. It is very resident friendly and like a beach town. We cannot see any reason to change this. It seems like this is a very expensive endeavor that could be used in other ways for our town. I think many people on El Mar are very pleased with what we have. The original plan for development of El Mar is only 11 years old. Give it time to offset the original cost. There are a few things that can be fixed, but not redoing the whole street.

Thank you and I hope you will listen to the residents. It would be a great thing if we could vote on it as it has to do with just our street, and will not help the rest of LBTS.

45.) Raymond Robin, resident (71 words)

My wife and I are residents of Lauderdale by the Sea. We oppose the El Mar Reconstruction Plan. We have been living here (Sea Ranch Club Building C) for more than 4 years and appreciate El Mar Drive exactly as it is. We do not want it changed so that there can be more parking or for any of the reasons set forth in the proposal (or not).

Please Vote NO!

46.) Cathy Menniti, resident (85 words)

We are property owners and snowbirds here in Sea Ranch for over 18 years. Besides the beautiful area and wonderful amenities available in this area, we fell in love with El Mar Drive. Every morning we enjoy our walk along this road. We avoid the main road to walk because of all the vehicles and fumes. El Mar has minimal flow of cars. This allows everyone to jog or walk on the street that is environmentally safe and not dangerous. So leave it as is.

47.) Marissa Greenberg, resident (39 words)

Hello to All!

My name is Marissa Greenberg. We own Dee Jay Beach Resort at 4617 El Mar drive. There is a reason why we fell in love with Lauderdale by the Sea.....El Mar Drive. We choose Plan #4!

48.) Bengt & Monalisa Pettersson, resident

Dear sir,

I'm one of the owners of an LBTS condo, 4629 El Mar Dr #7, and I'm appalled with what you intend to do with the most treasured part of our beloved LBTS. El Mar Drive is the trademark for our little city and once massacred can't be restored. Please reconsider and follow the suggested Option 4, leave it alone and only do required regular maintenance. Save the money in a rainy-day fund for restoration after future disaster like the next hurricane.

49.) Bill & Mary Davis, resident (182 words)

My name is Bill Davis and my wife Mary and I are permanent residents located at Oriana in LBTS. We have been up in New Orleans since September with plans to return to LBTS as soon as possible. We have been trying to keep up with all the news re: El Mar project but we find it near impossible due to this Covid environment with virtual meetings etc. Please accept this email as our position on what we think is the present status of the Project although I'm sure we are limited in facts. We are totally against any reduction to the present greenway as it exists today. That includes every tree and bush. We are proud to live in LBTS because it is truly different. Those differences are primarily the height limit for buildings and of course the el mar greenway with its mature trees. I might suggest at this late hour that this project be postponed until after the time this Covid virus is more under control which would allow live meetings again at Jarvis Hall. Good health to all.

50.) chiefswife728@comcast.net (44 words)

I have been renting in this Paradise for more than 15 years and an up to 6 months - one of the Best things is the morning walk along El Mar - sidewalks need maintenance but no changes it's a great street AS IS!!

51.) John Capitumini, resident (88 words)

I purchased my home here because of the absolute beauty that El Mar Drive provides to the entire community and would prefer that it remains that way well into the future. I believe Plan #4 provides for that and ensures that for all residents of LBTS. I do understand and agree that there are some upgrades for safety and utilities that are necessary and am willing to accept these changes, but please try to "Leave the Median As Is" ! Please strongly consider this in making your decision.

52.) Cristina Archila, resident (146 words)

Hello, I am a long-term resident of Sea Ranch, and I am writing to strongly oppose any changes to El mar median and Boulevard. The median is a very charming and historic green space that provides much use by residence and is a corner stone to the unique historical character of our neighborhood with low buildings and an old-time Florida field. Green space is more and more rare these days and cutting down palm trees to create parking for a semi trucks is a terrible idea. Because it is a two lane Street, and only lightly used by traffic, The current scenario of Temporary stopping in the road by trucks to unload that blocks one lane does not cause any trouble. Please maintain the character of our town and leave the median intact. The scenery and drive for tourism is much more critical than parking spots.

53.) Don Troutman (87 words)

I'm from PA, this December was my first trip to your beautiful town. It was brought to my attention by many different individuals saying it was the picture-perfect beach town. It's exactly that the project may change the town forever maybe in a positive way or a negative way think hard and long before a decision is made once it's done its permanent. What you have alot of towns would love to have a place where you can relax from everyday pressure and appreciate the simple live.

54.) Sally Musser, resident (311 words)

There are so many residents that don't understand the continued persistence in the town pushing this unpopular plan. They want to know why? They want to know why is Plan 4—DO NOTHING--not even an option to be voted on? How is that fair? Why are SOME of the 5 elected officials NOT listening to the people? When things don't make sense at a quick glance or explanation, that tends to mean you are not privy to the same information that the decision makers are. Please be good stewards of OUR tax \$\$, it is our \$\$ to be spent in a responsible way. Use the \$\$ in other areas in LBTS, please leave the Median and El Mar Drive ALONE. By listening to the residents and biz owners, you will be preserving our special place and low key feel that brings the tourists and their dollars back year after year. Why don't you ask "the People" what they would like you to do with the \$\$\$? One issue that is really perplexing to all of us, we have been unable to see the projected costs for Plan 1, 2, 3, and 4, that have been requested many times. My emails went unanswered. Isn't that a pertinent part of the conversation? You know COST vs BENEFIT? Due to COVID , town businesses needs to recover, this is NOT a time to tear up the streets , so that 1 motel or restaurant does not lose out on even 1 customer. The Town has NOT been transparent throughout this entire process. The Town has changed the rules and moved the goal post at least two times. The 1st survey that was offered allowed ANYONE to respond, no matter where they lived. The 2nd survey actually REMOVED the Comment section after the Comments received were not favorable to some at Town Hall.

55.) Victoria Weidenthaler, resident (206 words)

Dear Mayor and Commissioners:

I am writing regarding the proposed plans to El Mar Drive. Firstly, I appreciate the Town seeking to make improvements to El Mar. However, the plans put forth currently do not afford residents efficient and meaningful use of El Mar. Currently, I walk or run along El Mar 4-5 times per week. The proposals to add more parking along El Mar take away from the aesthetic environment along El Mar and also impose more potential hazards for people passing by.

A month or so ago I voted on design options for El Mar presented by the Town. The survey unfortunately was flawed in that it made me chose one of three options presented and would not allow me to offer other suggestions. In my opinion, I would rather see El Mar left the way it is and those funds used for something else. Otherwise, I would suggest the Town make improvements to the pavement and underground the utilities along El Mar as a minimum to begin improvements.

I would request that the current proposal(s) be denied or more time be allocated whereby the Town can assemble a committee of residents to also provide feedback in this process.

Thank you for your consideration,

56.) Jeff Creary (17 words)

I would like to see No change to El Mar Dr. I walk daily and see no reason to make any changes. Fill free to contact me with any questions.

57.) Richard Mueller, resident (44 words)

Good Day, my name is Richard Mueller 2049 Coco Palm Place. At this time I am in support of "Plan 4" as it applies to El Mar Drive. Please consider my input as a 24 year resident of LBTS when voting on this issue.

58.) Jamie LeBlanc (101 words)

Good afternoon, my name is Jamie LeBlanc. I live in the community of Bel Air and is strongly against the changes proposed by the town. El Mar drive is a great place where a lot of people walk to avoid walking on route A1A. I believe the changes that should be made should be cleaning up the homeless and fixing up the sidewalks. A lot of people walk on the drive and adding the additional parking spaces will bring in unwanted vehicle traffic from different parts of Fort Lauderdale making the drive lose its appeal and feel of exclusiveness. Thank you

59.) Mrs. Donald Tjarksen, resident (15 words)

Mrs. Donald Tjarksen has advised, they're not in support of any changes to median.

60.) Lynn mickeymouselynn@gmail.com, resident (44 words)

As current residents of Edgemar Condominium, and long-time residents of LBTS, we want to be able to enjoy El Mar the way it has always been. Beautiful. No truck parking, no one lane traffic It's worked fine for 50 years. Please don't change it!

61.) Paul Clifford, resident (18 words)

Dear City Commission-

I have been coming to Lauderdale by the Sea since 1966 and am currently a full year resident. I choose plan#4 - Leave El Mar Alone just fix what needs fixing. Just like with the height restrictions which LBTS wisely enacted years ago something needs to be done to PRESERVE El Mar Drive. This rare and beautiful space should be left alone and left for the continued enjoyment of the public.

62.) Alena Alberani, resident (60 words)

Please keep the green boulevard along El Mar Drive. It serves as a beautiful linear park that should not be destroyed for trucks to park and deliver. That would be a disaster and ruin the inviting, relaxed atmosphere of the longest beach running avenue in Lauderdale-By-The-Sea.

Thank you for commuting to finding a smarter, more environmentally- and aesthetically-pleasing alternative.

63.) Kevin Kelleher, resident (149 words)

As a 30 plus year resident I have seen some change, but not too much in LBTS. That's why we love it. I see the group on social media that is so adamantly against any change that they do not agree with. I think there should be more energy put into keeping people from thinking El Mar is their personal walkway. So many of these arrogant people walk down the middle of the street. Why put money into sidewalks when these people don't even use the ones we have. I've had people yell at me and give me the finger because I want to drive down El Mar DRIVE. Let the town do what they have always done, what's best for the town. It may not be what you want but just let the qualified people do their job and accept that it may not be what you want.

64.) Hannah Hempstead, resident (25 words)

As a resident since 1953 I feel strongly that El Mar is part of LBTS history and should remain as is. I choose Plan #4.

65.) Lois Schmatz, resident (96 words)

All over the country there are cities trying to figure out how to let pedestrians, bicyclists and cars share the road, and bring a little home-town feel to their community. We should be proud because this is what we already have on El Mar Drive. Sometimes annoying? Sure But we accept the little annoyances knowing that the end result is a small town with a look and feel we love. Please don't ruin my El Mar view with ugly truck cutouts. Please just fix what needs to be fixed and let the rest be.

Thank you.

66.) Stephen Courtney, resident (28 words)

I vote for Plan #4 As an avid neighborhood cyclist I object to anything that might impair the safety of the drive. Please leave El Mar as is.

67.) Dean Hively, resident (130 words)

Hello. I am a resident at Sea Ranch, 5000 North Ocean Drive. I am writing to strongly oppose the proposed changes on El Mar drive and median. The median on El Mar, with its palm trees, grass, and landscaping, is a cornerstone of the historic nature of our neighborhood. It provides a space for social activity, and matches the low buildings and old style beach vibe of the area. I enjoy walks on it, from Sea Ranch to Commerce, every day, and have never experienced a problem with the current two lane quiet street, which allows trucks to deliver goods to commerce by temporarily blocking a lane of traffic. Cutting down the trees to make paved parking spots would be a terrible mistake. Please leave El Mar as it is!

68.) Roger Lucas, resident (22 words)

I support People's Plan#4, protect and preserve El Mar Drive. Just keep it the way it is and fix what needs fixing.

69.) Alex Fenech, resident (39 words)

I say: simply fix the eroding sidewalks & make the road only one lane in each direction. Walkers. Bikers, joggers etc will live together in peace. No need to get fancy. And the taxpayers will love you for it!

70.) David Nagle, resident (80 words)

To whom it may concern.

I am a resident and owner at 4540 N Ocean Dr. my property abuts El Mar Drive.

El Mar is one of the reasons I bought in this town. It is unique, quaint and wonderful as it is. The roadway and sidewalks should be improved but El Mar Drive should be preserved as it is today and has been for over 30 years.

Keep El Mar as it is preserve the best part of LBTS.

71.) Phil Caruso, resident (152 words)

I am the owner of 4540 N Ocean Dr #103, which faces El Mar Drive from the street level. My family has lived here for 45 years and loves this neighborhood/section of El Mar Drive. Having grown up here, I loved it so much that I bought my own unit in the building in 2017. I am vehemently opposed to the proposed parking project. It would ruin El Mar Drive, bring noise from trucks and people from outside the town coming to party on the corner, and destroy my property value; my unit currently enjoys a beautiful and quiet peace. The noise and unsightly cars or trucks directly outside the patio would significantly harm my property value as well as my day-to-day enjoyment of my property. If this proposal is approved, I may be forced to leave Lauderdale By The Sea entirely. Please reject this proposal and preserve our community. Thank you.

72.) Jennifer Titcomb (22 words)

They should continue to use the designer/planner that was used for the beach area on commercial blvd. It was done to perfection.

73.) Paul plhfmn@yahoo.com (6 words)

A bike lane both ways please.

74.) Jack Bergman, resident (417 words)

Dear El Mar Drive planning team,

I viewed the Lauderdale-by-the-Sea Town Hall meeting on Sept. 22 and enjoyed seeing more detail on the three El Mar Drive streetscape options, as well as hearing feedback from local residents.

I am a LBTS local resident where I live on Ocean Blvd, and El Mar Drive is my walking route. Thus I'm familiar with the lay of the land and the complexities this project offers. Full disclosure: I am a proponent of maximizing the width of the median. The median is the dominant feature of El Mar Drive, and it's why the street offers such allure.

For me the key takeaway from the Sept 22 session was the desire to "get it right" and not rush the process or the project. Patience is a virtue.

I firmly believe that **placing the utilities underground is key to the success of this project**. And getting the utilities underground **IS THE FIRST STEP**. Period.

While I did hear that the plan includes planning for the future by way of laying conduit for future undergrounding of utilities, I believe there is lost opportunity by not working diligently now to get the utilities relocation component taken care of in advance of the other elements of the El Mar streetscape project.

If I understand correctly, the current space occupied by existing utility poles plays into the sidewalk/swell placement and widths. If the utility poles are removed, does the space they occupy not become available for use in other areas (i.e. sidewalk, safety zone, median, etc.) ? Given the strong desire to maintain or at least maximize the width of the grassy median, the utility pole space (~ 18" square) is very important. By designing and installing a plan now (around the utility poles), we lose the opportunity to capture and reuse that space for the long-term. Let's get this right ... the first time.

Further to proper sequencing, I'm loath to see a beautiful new streetscape rolled out, only to have it dug up later when the utilities are placed underground. Repairing all the streetscape constitutes "rework" and any quality operation knows that rework is to be avoided as it is a real cost. Town leaders committed to not rushing the project. I believe waiting to get the utility work approved and executed is worth waiting for.

"There's never enough time to do it right, but there's always enough time to do it over." – Jack Bergman

Thank you for offering a means of input to our local project.

75.) Nicole Carrasco, resident (191 words)

Good evening,

Hope you had a nice holiday and happy new year. My name is Nicole and I have been coming to the nice town of Lauderdale-the-sea since I was a little girl. My grandparents vacationed here and bought a condo in Sea Ranch Lakes North after spending a few years as visitors. My parents bought their condo about ten years ago and I am living with them. We love our community. We choose plan #4. Leave El Mar Alone - we do not need to fix what isn't broken! One of my favorite

activities to do with my boyfriend or guests is to walk and jog along El Mar. I am fully against the intention of designers eliminating these pedestrian activities that we so much enjoy.

2020 was a tough year on mental health, it doesn't seem like 2021 will be any easier. Something that really helps most people is getting out and being able to exercise on El Mar with a relaxing feeling and beautiful view. DO NOT TAKE THIS AWAY FROM US. This is a heartbreaking discussion and I will fight to SAVE MY MEDIAN.

All the best,

76.) Lisa Tumminello, resident (350 words)

Good Afternoon,

My name is Lisa Tumminello, I live on El Mar Drive and I am an advocate for the city recommended Option #1 street design. El Mar Drive must be a safe place to walk, jog, ride a bike, and walk a dog keeping people on sidewalks. Option #1 stops people from walking in the lane of vehicular traffic which for some reason some people think it is a legal thing to do. I personally have tripped and fell while walking on the current sidewalk but I don't want it just to be repaired, I want it to be widened. I sit in front of my place and watch the speeding cars race down the 4 lane El Mar Dr all day long because they think it is a cut through to avoid A1A, after all it has 2 lanes in each direction and A1A only has 1.... There is no reason to have 2 lanes of vehicular traffic in each direction, it must be brought down to 1 for the safety of everyone and give meaning to what we are known for, *"the most walkable town"*.

The green shirt hotelier who is hell bent on flipping at least 3 commissioners is handing out free t-shirts and misleading people to think the city is removing the median, I personally have stopped people wearing the shirts to ask them what they know about the project and they are angry because the city wants to remove the median, after educating them on the truth and sharing the city design they love Option #1 and say how nice it looks. They said they were told something totally opposite.

I have taken the city surveys, I attended the full size street display which I thought brought things to life even though the green shirt people were there bullying people and misleading them.

You did such a wonderful job redesigning the downtown square and El Mar Drive is an extension of that and deserves to be just as beautiful, please approve and upgrade El Mar Drive with Option #1.

Thank you for your time.

77.) John Riccio (9 words)

I am against this proposal please leave it alone

78.) Bernard & Rita Petreccia, resident (88 words)

Our name is Bernie and Rita Petreccia. Lauderdale by the Sea has been our homestead for over 16 years. I have served on both the Planning and Zoning Board and the Board of Adjustment. We love the small town atmosphere that Lauderdale by the Sea offers. Our mayors, commissioners, board members come and go, but our little quaint town stays and endures. Please be firm in

observing our bylaws setbacks, height restrictions, etc. Please be firm in keeping what we have for our children and grandchildren to enjoy.

79.) Michelle mabent3218@att.net (43 words)

Our opinion on the project is neutral, but if “change” has to be done the original concept seems most feasible. We don’t believe any option will slow down speeders, therefore should have speed humps along Elmar and speed limit needs to be enforced.

80.) Alice Belusko, resident (25 words)

As a resident of LBTS, I implore you to reconsider the plans for the median. Please consider another plan that will save the mature trees!

81.) Peggy Mohler, resident (21 words)

Hello, I really think Elmar should be put on hold until the pandemic is over and business is returned to normal.

82.) Janet Molchan, (17 words)

Please save the lovely trees in the median. It give our town character and a upscale feel.

83.) Giovanna Moatamedi, resident (109 words)

Please accept this comment as a year-round resident of Lauderdale by the sea. My husband is retired and one or both of us walk from the Hampton Beach Club (where we live) all the way to the south end of El Mar Drive every day. It is crucial to our safety and well-being to move forward with one of the proposed changes. My preference would be number 3 because there is no need for the median to be as big as it is. I disagree with the group wearing the yellow t-shirts! Something must be done to make it safer to walk, run and bike along our beautiful area.

84.) Darrin Smith, resident (3 words)

Plan #4 please.

85.) Jim Van Dam, resident (126 words)

I have been a property owner in LBTS for the last couple years. When we were looking for Ocean Front property, my wife would have been happy with almost any convenient ocean front property. But I also insisted on a place where I could walk by myself, walk our dogs, run and bike in a low traffic area where other people were engaged in the same activities. El Mar Drive is unique in providing an ideal environment for supporting these activities.

People in general are courteous, friendly, and attentive to the safety of others. I love the “multi-use” character of El Mar Drive. It would not be the same if all these activities were compressed on to sidewalks. I would be very sorry to lose it.

86.) mosull8235 mosull8235@aol.com (23 words)

Please leave the street saline and just make needed repairs I’m a snow bird for the past 16 years and walk there everyday

87.) Debra Marten, resident (128 words)

I am writing in favor of proposal #4 as it pertains to the El Mar Drive project.

My family has been an owner at The Caribe for 45 years and my husband and I have owned since 1999. In that time, we have always regarded El Mar as the prettiest street in South Florida. It is filled by a community of

walkers, bikers, and people with dogs saying hello and enjoying the quiet and safety the street provides. There is AMPLE room for all of us including those in cars. This would not be the case if lanes were eliminated or medians reconfigured.

Change for change sake is never a worthwhile proposition. Please leave El Mar as is and let us continue to enjoy this very special street.

88.) Bob & Sherri Kimbel, resident (49 words)

El Mar is one of the most beautiful parts of Lauderdale by the Sea and one of the reasons we chose to live here. We hope that no major changes are made that would mar the intrinsic beauty and charm of this iconic street. Thank you for your consideration.

89.) Becky Weist, (147 words)

Regarding possible solutions to redevelopment of El Mar Drive and El Mar medians. I have been in and out of LBTS since 1976 with permanent residence since 2001. I am still having a monogamous love affair with Lauderdale by the Sea after all these years. El Mar Drive is one of my favorite special destinations to walk and visit with people I have known through these rewarding years. I have attempted to read and hear both sides of the possible design changes of El Mar Drive. I understand that we must keep up with the times - but not lose or destroy so much beauty and atmosphere at the same time in order to stay current and progressive with business, tourism, etc. Therefore, can't we compromise on this most peaceful, one mile strip of LBS facing the magnificent Atlantic Ocean? I cannot even imagine El Mar Drive ever resembling A1A or the likes thereof. Can't we all unite and vote for Plan 4?

The following comments were received after the Public Comments portion of the meeting:

90.) Chris Dietrick, resident (69 words)

Beautiful El Mar Drive has been part of my life for over 40 years now. It represents everything that is good about LBTS. Lined with palm trees, and spacious enough for safe travel for both cars and pedestrians. To do anything to effect the beauty and simplicity of this great street would be a step in the wrong direction. Sending peace and love from unit 908 at the Caribe.

91.) Shelley Haggerty-Rahn, resident (113 words)

El Mar is perfect the way it is. A treasure where so many walk, bicycle and run. The 2 lanes never get backed up and there is plenty of room for all. The speed limit is low so there is ample safety for all. Those who complain about pedestrians or cyclists can stick to A1A if they do not have the patience and courtesy to allow for the laid back El Mar atmosphere. It would be a huge waste of money and interfere with business as we slowly come back from COVID if major construction were initiated. Please opt for option 4 - only repair the minor issues and leave the median alone.

92.) Marie Briggs, resident (268 words)

I have been a full-time resident of LBTS since 2013. I live at the end of El Mar Dr where the road meets Palm Ave. I would like to see the grass median stay as is. Keep the road a two lane road both ways. Upgrade the sidewalks and bike lanes. Do the necessary repairs needed to make the walkway and bike paths safer, flat -repave sidewalks. I do not vote for any of the 3 choices that were presented. I ride my bicycle back and forth on the full length of El Mar Dr quite a bit and really do not want to see the street changed except for upgrading as I stated above. I believe people walk in the streets because the sidewalks are so uneven and unsafe. Also attached a recent pic of delivery trucks that were making their deliveries on the south side of Elmar- there is no way this could take place if you make this road one lane - it will be a nightmare for these businesses to get deliveries. Please listen to what the residents want, let us make a vote on fair choices and not have our opinions deleted and not heard because we did not pick one of the three choices you presented. My vote was for none of those 3 choices- Please listen to the people who live here especially the residents that are full time residents. See attached picture of delivery trucks on the south side of Elmar across from Mulligan's restaurant. This is a perfect example of why the road needs to stay as 2 lanes.

93.) Michael Morelli, resident (49 words)

We are full-time, owner residents at 5000 N. Ocean Blvd, Lauderdale by the Sea. We fully support the Town's El Mar proposal to modify El Mar to one major lane each way, along with expanded walkways and bike paths, etc. Nothing is ever easy - we support your efforts!

94.) Irene Reynolds, resident (74 words)

My husband and I, residents in Sea Ranch wish to give our voice to maintaining the beauty of the median. We would select option 4 with no bike lanes and 2 lane traffic. We need only to repair the sidewalks, improve the drains and parking so that pedestrians can get around. Perhaps the restaurants can use smaller trucks for their deliveries to them. We have a special atmosphere in LBTS, let's preserve it!

95.) Bruce Burns, resident (223 words)

As a year round resident of LBTS I find El Mar Dr. Perfect the way it is. It has an old Florida look and feel. A great street for walking, jogging, bike riding and walking a dog. It is just congested enough to keep traffic moving slowly and safely. The median is a great place to casually walk one's, dog. The trees add to the natural beauty while providing shade in the summer. Pet stations are conveniently located. Yes it is a perfect setting of old Florida. There is never puddling in the streets after heavy rains as the water drains into the median nourishing the grass and the trees. I listened to the presentation by your city engineer who was pushing the project. She made little sense. She could not tell us what problem she was trying to solve by redesigning El Mar. Having been an elected person in my former community it seemed that the engineer was pushing for the project too much. It would seem that changes to a beloved street should have come from an elected official in LBTS and not a hired employee. Clearly the raises questions of potential impropriety. Throwing millions of dollars at a problem that does not exist makes no sense at all. Let's leave El Mar Drive alone. There is no problem to solve.

96.) Maria Ehlinger, resident (202 words)

To Whom It May Concern:

I am writing about the median on El Mar in Lauderdale by the Sea, which I've heard the town is trying to remove. I am deeply upset about the possibility of that happening. My parent and family have been a resident of the Sea Ranch Club for over 35 years and it has been a family ritual for us to take our daily morning walks and evening strolls along El Mar. I do my daily runs along El Mar, my children when born were walked in their strollers, and now my daughter is strolling her children along El Mar. The beauty of El Mar is in the palm trees in the median and to take them down would take away all the attractiveness of the street. It would then look like commercial US 1. When I decided to also buy an condo in the Sea Ranch Club, it was because of the beauty of not only the Sea Ranch Club, but because of El Mar. To take away the median and landscaping planted there, would devalue my property. I'm sure if you lived there, you would feel the same way. Please reconsider this when making your decision. Thank you for your consideration.



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Lucila Lang

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Contract for Auditing and Financial Analysis Services (Lucila Lang, Director of Finance & Budget)

Explanation: On October 23, 2020, the Town issued Request for Proposals No. 20-10-01 (the "RFP") seeking a firm to perform the required financial audits and financial analysis services for the Town. The Town received proposals from four qualified firms. On December 1, 2020, the Town's Auditor Selection Committee evaluated and ranked the proposals, ranking Grau & Associates, Inc. ("Grau & Associates") as the number one ranked firm.

On December 8, 2020, the Town Commission approved the rankings, with Grau & Associates as the number one ranked firm for the RFP and directed the Town Manager and Town Attorney to draft an agreement with Grau & Associates for Commission review and approval.

An agreement with Grau & Associates was prematurely signed on December 14, 2020, and work commenced under that agreement. The agreement, attached as **(Exhibit 1)**, becomes effective retroactively as of December 14, 2020, to cover the services provided since that date.

The agreement provides for Grau & Associates to perform the audit of the Town's Financial Statements and audit of the Town's Volunteer Fire Department's Pension Plan financial statements for the fiscal year ending September 30, 2020. The agreement is effective for a one-year term with the option to renew the agreement for each of the four subsequent fiscal years for a total amount not to exceed \$222,000. The agreement can be terminated by either party for breach of contract, or by the Town Commission or Town Manager for convenience.

Recommendation:

Approve Resolution 2021-04 **(Exhibit 2)** authorizing the appropriate Town officials to execute the attached draft agreement with Grau & Associates for auditing and financial analysis services.

Attachments:

1. Draft agreement with Grau & Associates for Auditing & Financial Analysis Services
2. Resolution 2021-04

AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
GRAU & ASSOCIATES, INC.
FOR
AUDITING & FINANCIAL ANALYSIS SERVICES
RFP # 20-10-01

This Agreement (the “Agreement”) is made and entered into the _____ day of _____, 2020 by and between the TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation, (“TOWN”), and Grau & Associates, Inc. ("AUDITOR") for the audit of the TOWN'S financial statements and the financial statements of the Lauderdale-By-The-Sea Volunteer Fire Department (“VFD”) Pension Plan for the fiscal year ending September 30, 2020, with the option to renew the agreement for each of the four subsequent fiscal years. References in this Agreement to “Town Manager” shall include his or her designee.

WITNESSETH:

WHEREAS, Section 5.5(10) of the Charter of the TOWN and Section 218.39, Florida Statutes, require that the TOWN shall provide annually for an audit of the financial statements of the TOWN; and

WHEREAS, the TOWN issued Request For Proposal No. 20-10-01 seeking a firm to perform the required financial audits and financial analysis services; and

WHEREAS, proposals were evaluated and ranked by the Town's Audit Committee, and those rankings were considered by the Town Commission; and

WHEREAS, the Town Commission has selected AUDITOR to audit the TOWN'S financial statements and the financial statements of the VFD Pension Plan for the fiscal year ending September 30, 2020 with the option to renew the agreement for each of the four subsequent fiscal years; and

WHEREAS, TOWN and AUDITOR desire to enter into an Agreement whereby their mutual duties and obligations are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF AUDIT

1.1 The audits must meet the requirements of Section 11.45, Florida Statutes. The Request for Proposal No. 20-010-01 for Auditing & Financial Analysis Services (“RFP”) is attached hereto and made a part hereof, as Exhibit “A,” and the AUDITOR'S Dollar Cost Proposal to Provide Audit & Financial Analysis Services in response to Exhibit “A” is attached hereto and made a part hereof as Exhibit “B.” AUDITOR shall perform the scope of work, issue documents and reports in accord with auditing standards and comply in all respects with the requirements and obligations, as described in Exhibits “A” and “B”.

1.2 AUDITOR shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware, to the Town Manager.

1.3 The TOWN'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than January 20th of each fiscal year and the financial statements and the final signed report shall be delivered to the TOWN by February 15th of each fiscal year, unless the Town or the Firefighters’ Pension Board or actuary do not provide information requested by AUDITOR and required to complete the audit by February 1st. In the event the Town or VFD Pension Board do not provide the requested and required information to the AUDITOR by February 1st, the AUDITOR shall have thirty (30) days from the submission of the required information to the AUDITOR to complete the audit and provide the Town with the final audit report.

1.4 The TOWN agrees that all records, documentation, and information requested in connection with the audit will be made available, that all material information will be disclosed, and that the AUDITOR will have the full cooperation of the TOWN'S personnel. As required by generally accepted auditing standards, the AUDITOR will make specific inquiries of the TOWN about the representations embodied in the financial statements, the effectiveness of the internal control structure, the TOWN'S compliance with certain laws and regulations, and obtain a representation letter from the TOWN about these matters. The responses to the AUDITOR'S inquiries, the written representations and the results of audit tests comprise the evidential matter that will be relied upon in forming an opinion on the financial statements.

1.5 AUDITOR agrees and acknowledges that AUDITOR is prohibited from exempting provisions in the RFP or in this Agreement in any of AUDITOR'S documents or reports prepared pursuant to this Agreement or otherwise in performing services hereunder.

1.6 AUDITOR agrees and acknowledges that Town Attorney shall review and approve of the litigation section of the Comprehensive Annual Financial Report (CAFR) prior to its publication.

SECTION 2. TERM

2.1 The term of this Agreement shall be effective retroactively as of December 14, 2020 and shall remain in effect for a one year term until December 13, 2021, with the option to renew the agreement for each of the four subsequent fiscal years; and .

2.2 The TOWN'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than January 20th of each fiscal year and the financial statements and the final signed report shall be delivered to the TOWN by February 15th of each fiscal year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

SECTION 3. COMPENSATION

3.1 TOWN agrees to pay AUDITOR the agreed amount, as set forth in Exhibit "B", which amount shall be accepted by AUDITOR as full compensation for all work provided hereunder. It is acknowledged and agreed by AUDITOR that this amount is the maximum payable and constitutes a limitation upon TOWN'S obligation to compensate AUDITOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon AUDITOR'S obligation to perform all items of work required by or which can be reasonably inferred from this Agreement (including attachments).

3.2 AUDITOR may submit an invoice for compensation, developed and agreed upon by the Town Manager and AUDITOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees and expenses with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the Total All Inclusive Maximum Price specified in Exhibit "B" that has been expended through previous billings. Notwithstanding the foregoing, AUDITOR may not submit invoices to TOWN which cumulatively total more than sixty percent (60%) of the Total All Inclusive Maximum Price prior to January 31 of any fiscal year.

3.3 TOWN shall pay AUDITOR within thirty (30) calendar days of receipt of AUDITOR'S proper statement. 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 Town Manager. Payment may be withheld by the Town Manager, at the direction of the Town Commission, for failure of AUDITOR to comply with a term, condition or requirement of this Agreement.

3.4 Notwithstanding any provision of this Agreement to the contrary, Town Manager, at the direction of the Town Commission, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not

be subject to payment of interest by TOWN.

3.5 Payment shall be made to AUDITOR at:

Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431

3.6 AUDITOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged and any expenses for which AUDITOR receives payment for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.

3.7 If it should become necessary for TOWN to request AUDITOR to render any additional services to either supplement the services described in the RFP or to perform additional work as a result of the specific recommendations included in any report issued pursuant to this Agreement, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the hourly rates specified in the schedule included in Exhibit "B".

SECTION 4. TERMINATION

4.1 This Agreement may be terminated for cause by action of the Town Commission or by AUDITOR if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach, or for convenience by action of the Town Commission upon not less than ten (10) days' written notice by the Town Manager.

4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breaches of the provisions of this Agreement, notwithstanding whether any such breach was previously waived or cured.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by Town Manager which Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

4.4 This Agreement may also be terminated for convenience by the Town Manager upon such notice as the Town Manager deems appropriate under the circumstances. In the event this Agreement is terminated for convenience, AUDITOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, AUDITOR shall refrain from performing further services or incurring

additional expenses under the terms of this Agreement. AUDITOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by AUDITOR, is given as specific consideration to AUDITOR for TOWN'S right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 7.2 of this Agreement.

SECTION 5. INDEMNIFICATION

AUDITOR shall at all times hereafter indemnify, defend, hold harmless and, at TOWN'S option, pay for an attorney selected by the TOWN, after consultation with AUDITOR, to defend TOWN, its officers, agents servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AUDITOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager and the Town Attorney, any sums due AUDITOR under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 6. INSURANCE

6.1 In order to ensure the indemnification obligation contained above, AUDITOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages and any renewals thereof, as required by Exhibit "A".

6.2 AUDITOR shall furnish to the Town Manager, Certificates of Insurance or endorsements evidencing the insurance coverages specified by the RFP and TOWN shall approve such certificates and endorsements prior to beginning performance of work under this Agreement.

6.3 Coverage is not to cease and is to remain in force until all performance required of AUDITOR is completed. All policies must be endorsed to provide TOWN with at least thirty (30) days' notice of cancellation and/or material changes. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

SECTION 7. PUBLIC RECORDS

The AUDITOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

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

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

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

7.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the AUDITOR shall be delivered by the AUDITOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by AUDITOR 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 AUDITOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

SECTION 8. SCRUTINIZED COMPANIES

8.1 AUDITOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the AUDITOR or its subcontractors are found to have submitted a false certification; or if the AUDITOR, or its subcontractors are placed on the

Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

8.2 If this Agreement is for more than one million dollars, the AUDITOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the AUDITOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the AUDITOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

8.3 The AUDITOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

8.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 9. MISCELLANEOUS

9.1 Copies of Report. AUDITOR agrees to furnish TOWN with twenty copies of the AUDITOR'S reports. In addition, AUDITOR agrees to provide one copy in a converted .pdf format that is acceptable to the State of Florida Auditor General's office for purposes of filing the annual report.

9.2 Ownership Of Documents. All materials, information and documents provided by TOWN in connection with this Agreement are and shall remain property of TOWN and shall be returned to TOWN upon termination of this Agreement. Unless otherwise provided herein or by law, any and all reports, photographs, surveys, financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement provided or created in connection with this Agreement by AUDITOR, other than working papers, are and shall remain the property of TOWN, and in the event of termination of this Agreement, any such materials, whether finished or unfinished, shall become the property of TOWN and shall be delivered by AUDITOR to the Town Manager within seven (7) days of termination of this Agreement. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.

9.3 Audit And Inspection Rights And Retention Of Records. TOWN shall have the right to audit the books, records and accounts and all documents, including working papers, of AUDITOR that are related to this Project. AUDITOR shall keep such books, records, accounts and documents as may be necessary in order to record complete and correct entries related to the Project.

AUDITOR shall preserve and make available, at reasonable times for examination and audit by TOWN, all books, records, and accounts and all documents, including working papers,

pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement, unless AUDITOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at AUDITOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to AUDITOR'S records, AUDITOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AUDITOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry or for breach by AUDITOR of this Agreement.

In addition, AUDITOR shall respond to the reasonable inquiries of TOWN and successor auditors and allow TOWN and successor auditors to review working papers relating to matters of accounting significance as may become necessary.

9.4 Policy Of Non-Discrimination. AUDITOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement.

AUDITOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

9.5 Public Entity Crime Act. AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities.

In addition to the foregoing, AUDITOR further represents that there has been no determination that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

9.6 Independent Contractor. AUDITOR is an independent contractor under this Agreement. In providing services hereunder, neither AUDITOR nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of AUDITOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.7 Third Party Beneficiaries. Neither AUDITOR nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

9.8 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

TOWN:

Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

With a Copy to:
Susan Trevarthen, Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301

AUDITOR:

Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431

9.9 Assignment And Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, AUDITOR shall not subcontract any portion of the work required by this Agreement.

AUDITOR represents that all persons delivering the services required by this

Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Exhibits "A" and "B" and to provide and perform such services to TOWN'S satisfaction for the agreed compensation.

AUDITOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of AUDITOR'S performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local, state and national standards.

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

AUDITOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as a witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, AUDITOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AUDITOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AUDITOR is permitted by subsequent written agreement approved by the Town to utilize subcontractors to perform any services required by this Agreement, AUDITOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.11 Contingency Fee. AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AUDITOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AUDITOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability, at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.12 Materiality And Waiver Of Breach. TOWN and AUDITOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be

construed to be a modification of the terms of this Agreement.

9.13 Compliance With Laws. AUDITOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

9.15 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.16 Priority Of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

9.17 Applicable Law And Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for any litigation arising out of this Agreement shall be exclusively in Broward County, Florida. If either the TOWN or AUDITOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

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.

9.19 Waiver of Jury Trial. The TOWN and AUDITOR **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

9.20 Prior Agreements. This Agreement and its attachments constitute the entire

agreement between AUDITOR and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 7.18 above.

9.21 Incorporation By Reference. The attached Exhibits “A” and “B” are incorporated herein and the provisions thereof are made a part of this Agreement for all purposes.

9.22 Multiple Originals. This Agreement may be fully executed in counterpart duplicates by the parties each of which, bearing original signatures, shall have the force and effect of an original document. AUDITOR shall provide TOWN one originally executed Agreement.

9.23 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.24 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.25 Survival Of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination or expiration shall survive the termination or expiration of this Agreement, shall remain in full force and effect until the terms of conditions are completed, and shall be fully enforceable by either party after termination or expiration.

9.26 Ethics.

- a. AUDITOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

- d. AUDITOR 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. AUDITOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE SEA AND GRAU AND ASSOCIATES FOR AUDITING & FINANCIAL ANALYSIS SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written.

TOWN:
TOWN OF LAUDERDALE-BY-THE-SEA

AUDITOR:
GRAU & ASSOCIATES, INC.

By: _____
Mayor Chris Vincent

By: _____
Print Name: _____
Title: _____

By: _____
Linda Connors, Interim Town Manager

By: _____
Lucila Lang, Finance Director

ATTEST:

Tedra Allen, Town Clerk

Approved as to form and legal sufficiency:

By: _____
Susan Trevarthen, Town Attorney

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE AWARD OF
REQUEST FOR PROPOSALS NO. 20-10-01 AND
AGREEMENT FOR AUDITING AND FINANCIAL
ANALYSIS SERVICES TO GRAU & ASSOCIATES, INC.;
AUTHORIZING EXECUTION OF AN AGREEMENT WITH
GRAU & ASSOCIATES, INC. FOR AUDITING AND
FINANCIAL ANALYSIS SERVICES, IN AN AMOUNT NOT
TO EXCEED \$222,000; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Section 5.5(10) of the Charter of the TOWN and Section 218.39, Florida Statutes, require that the Town shall provide annually for an audit of the financial statements of the Town; and

WHEREAS, the Town issued Request for Proposal No. 20-10-01 seeking a firm to perform the required financial audits and financial analysis services (the “Services”; and

WHEREAS, the Town received proposals from four qualified firms; and

WHEREAS, on December 1, 2020, the Town’s Auditor Selection Committee evaluated and ranked the proposals, ranking Grau & Associates, Inc. (“Grau & Associates”) as the number one ranked firm; and

WHEREAS, on December 8, 2020, the Town Commission approved the rankings, with Grau & Associates as the number one ranked firm for the RFP and directed the Town Manager and Town Attorney to draft an agreement with Grau & Associates for Town Commission review and approval; and

WHEREAS, staff has negotiated an agreement with Grau & Associates for the Services for a term of one year with four additional one year renewal terms, in an amount not to exceed \$222,000 (the “Agreement”), attached as Exhibit “A”; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the award of the RFP and Agreement for the Services to Grau & Associates.

**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. Award of RFP Approved. The award of the RFP to Grau & Associates is hereby approved.

Section 3. Agreement Approved. The Agreement with Grau & Associates, attached as Exhibit “A,” is hereby approved.

Section 4. Execution Authorized. The Town Manager is hereby authorized to execute the Agreement with Grau & Associates, attached as Exhibit “A,” for the Services in an amount not to exceed \$222,000, together with such non-substantial changes as may be acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 26th day of January, 2021.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Lucila Lang

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Parking Fund Transfer (Lucila Lang, Director of Finance & Budget)

Explanation: Upon review of the FY20 Town Budget and prior to closing out the fiscal year, staff determined that the transfer made from the Parking Fund to the General Fund was not necessary. Therefore, a reversal in the amount of \$698,917 from the Parking Fund to the General Fund will be processed upon receiving Commission approval. This reversal will restore the money to the Parking Fund so that there will be sufficient funds to cover future expenses.

Fiscal Year 2020

Transfer from Parking	001-581.100-381.106	\$ 698,917.00	
Due to Parking	001-000.000-207.110		\$ 698,917.00
Due from General Fund	310-000.000-131.100	\$ 698,917.00	
Transfer to General Fund	310-581.100-500.912		\$ 698,917.00

For the past 2 weeks, the Interim Town Manager and the Finance Team have been working with Connie Hoffman in reviewing the FY20 Town Budget. To date, three items have been found that will need to be addressed. This is the first transfer that will need to take place. On the February 9, 2021 Town Commission Agenda, staff will have additional transfers and/or amendments to present.

Recommendation:

Approve the reversal in the amount of \$698,917 from the Parking Fund to the General Fund.



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

BSO High Visibility Expenditures FY20/21 (Linda Connors, Interim Town Manager)

Explanation:

Beginning May 18, 2020, in preparation of the Phase 1 re-opening due to COVID-19 restrictions, the former Town Manager requested additional staffing for the downtown area. The requested staffing, "the High Visibility Patrol," was two (2) Deputy Sheriffs, seven (7) days a week in the evenings from 6:00PM-Midnight and one (1) Deputy Sheriff on Saturday and Sunday afternoons from 12:00PM-6:00PM for a total of 16 shifts each week.

Because these services are outside the coverage included in the Town's BSO contract, these shifts are paid from the overtime budget. The cost to the Town for this enhanced service is approximately \$18,000 every two weeks, which is approximately \$162,400 from October 1, 2020 up to February 9, 2021.

The approved (FY21) BSO budget includes \$80,000 for overtime. Based on historical experience, it is reasonable to assume that approximately half of the overtime budget would have been used during this timeframe. Therefore, we suggest that \$40,000 be allocated from the overtime budget to partially cover this expense. The remaining costs (October 1, 2020 through February 9, 2021) due to BSO is not to exceed \$123,000.00. The actual amount due may be slightly lower depending on the salary rates of those officers who fill the shifts from now through February 9.

Because this expenditure exceeds Town Manager's authority, staff is requesting that the Commission authorize a payment to BSO for services already rendered and through February 9, 2021. The February 9, 2021, Commission meeting will include an item discussing various alternatives for enhanced BSO staffing moving forward, as well as a memorandum of understanding between BSO and the Town for services that are provided outside of the current contract. This will allow the Commission to evaluate the costs and benefits of these supplemental services.

Recommendation:

Authorize a payment to BSO for services already rendered through February 9, 2021. If necessary, a budget amendment will be brought forward at the February 9th Commission meeting to accommodate the expenditure.



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Lucila Lang, Director of Finance & Budget

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Payment to Town Manager Upon Separation (Lucila Lang, Director of Finance & Budget)

Explanation: Former Town Manager Bill Vance's final day of employment with the Town was January 8, 2021. Section 2.5 of Mr. Vance's Employment Agreement (the "Agreement") (**Exhibit 1**), which was effective February 25, 2019 and terminated January 8, 2021, states:

Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon his separation from the Town any and all earned by unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.

The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon his separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.

In accordance with the above, we are providing the calculation of the final amount due to Mr. Vance for the Town Commission's review and approval. As it relates to his regular pay for time worked, Mr. Vance's last pay period was December 26, 2020 through January 8, 2021 so Mr. Vance is not owed any of his regular bi-weekly salary beyond January 8, 2021. Therefore, it is only the following compensation and benefits items that are being presented for review and approval.

1. **Vacation** - Section VI. B. 2 g. of the Town's Personnel Manual states, in relevant part, that

An employee who is separated from Town employment, for any reason except for cause or resignation not in good standing, shall receive payment for his or her accrued vacation leave at the time of his/her termination. Employees who are terminated for cause or resign not in good standing forfeit their accrued vacation time.

Mr. Vance was terminated without cause, so he is entitled to all accrued vacation leave as of January 8, 2021. As of January 8, 2021, the balance of Mr. Vance's accrued vacation was 139.62 hours and totaled \$11,491.92. He has no accumulated "Excess Vacation Leave" so no such payments are necessary.

2. **Sick Leave** - Section 5.3 B Sick Leave of Mr. Vance's Agreement states: The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual. Section VI. B. 3 g. of the Town's Personnel Manual provides, in relevant part, the following sick leave payout benefit:

Upon leaving Town employment, in good standing, employees hired after September 30, 2011 will be reimbursed for their unused accrued sick leave according to the following table.

Continuous Years of Service	Percent of Accrued Unused Sick Leave
Less than 5 Full Years	0%
5 full years but less than 10 full years	10%
10 full years or more	15%

As Mr. Vance was employed less than 5 full years, he is not eligible to receive payment for his accrued sick leave.

3. **Deferred Compensation** - Section 5.4 B (2) of Mr. Vance's Agreement provides that the Town will contribute \$384.62 bi-weekly (\$10,000 annual) towards a Section 457 Retirement Plan. If Employee elects not to participate in the Town offered supplement retirement plan, the amount shall be paid as additional amount of Salary. Mr. Vance chose to have the \$10,000 paid as an additional amount of his salary. No monies are owed because such amount is already accounted for in his salary.
4. **Allowance** - Section 5.4 C of Mr. Vance's Agreement provides that the Town will provide a \$46.00 bi-weekly communication allowance. This was paid in the last pay period ending January 8, 2021. No monies are owed.
5. **FRS** - The Town will make its Florida Retirement System (FRS) contribution, as required by the state.
6. **Severance** - Section 3.1 of Mr. Vance's Agreement provides for the payment of twenty (20) weeks of severance ("Severance"), which shall be paid upon the execution of a general release and waiver agreement.¹ The Severance totals \$65,848.00.

To summarize, the final gross amount due to Mr. Vance, including applicable payroll taxes, is \$77,340.12 as follows:

¹ The agreement provides for the subsidization of Mr. Vance's COBRA insurance for the month of February 2021.

<u>Index</u>	<u>Description</u>	<u>Expense to Town</u>	<u>Gross Amount due to Mr. Vance</u>
1	Vacation	\$ 11,492.12	\$ 11,492.12
2	Sick Leave	\$ -	\$ -
3	Deferred Compensation	\$ -	\$ -
4	Allowance	\$ -	\$ -
5	FRS	\$ -	\$ -
6	Severance	\$ 65,848.00	\$ 65,848.00
	Medical Insurance	\$ 1,903.40	\$ -
	Communication	\$ -	\$ -
	FICA	\$ 5,916.52	
	TOTAL:	\$ 85,160.04	\$ 77,340.12

Estimated Net Pay to Mr. Vance	
<u>Earnings</u>	
Regular	\$ 65,848.00
Vacation	\$ 11,492.12
Gross Pay:	\$ 77,340.12
<u>Taxes</u>	
Federal Income Tax	\$ 15,829.99
Social Security	\$ 4,795.08
Medicare	\$ 1,121.44
Total Employee Taxes	\$ 21,746.51
<u>Net Pay:</u>	\$ 55,593.61
<u>Employer Liability:</u>	
Employer Taxes	\$ 5,916.52

Note that a budget amendment will need to be made during FY21 to cover the overlap between the Interim Town Manager's salary and Mr. Vance's payout.

Recommendation:

Commission Approval of the gross amount due to former Town Manager Bill Vance in the amount of \$77,340.12 with final net pay to Mr. Vance in the amount of \$55,593.61.

Attachments:

1. William Vance's Contract

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 25th day of February, 2019, between the Town of Lauderdale-By-The-Sea (the "**Town**") and William "Bill" Vance (the "**Employee**").

BACKGROUND

The Town wishes to employ Employee in the position of Town Manager, and Employee wishes to be employed as Town Manager under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

- 1.1 **Qualifications:** The Town Commission hereby finds that the Town Manager satisfies the educational, experience and other requirements of Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association, and is not required to be a resident of the Town.
- 1.2 **Duties:** Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors, and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

- 2.1 **Term:** This Agreement shall have a term of three (3) years commencing on March 1, 2019 ("**Commencement Date**") and ending on February 28, 2022 ("**Expiration Date**"), unless earlier terminated or amended as provided elsewhere in this Agreement. Employee shall start work at his appointed position of Town Manager on Monday, March 19, 2019, but may perform ancillary duties as needed on or after March 1, 2019 to effectuate an orderly transition of duties from the outgoing Town Manager. In the event Employee commences work prior to March 19, he shall be paid as outlined in Section 5.1.

- 2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration:** No later than March 1, 2021, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.
- 2.3 **Failure to Act is Expiration:** Failure of the Town Commission to provide notice pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to expire on the Expiration Date.
- 2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon his separation from the Town any and all earned but unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.
- The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon his separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.
- 2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

- 3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay Employee a payment ("Severance Payment") equal to twenty (20) weeks of Salary (no benefits) and unused leave benefits according to the policies and procedures outlined in the Town Personnel Policies Manual, excepting all customary withholdings and deductions for taxes and other purposes. The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, in a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section 2.5.
- 3.2 **Termination for Misconduct**
- A. **Misconduct Defined:** "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii)

Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform his duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that his action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, does not constitute "Cause."

- B. **Termination for Misconduct:** If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns his position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. If Employee does not provide timely notice (provided a shorter notice period has not been agreed to), he shall be considered to have resigned not in good standing, and consequently will forfeit payment of accumulated leave. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town. Notwithstanding the foregoing, if Employee resigns following a suggestion by a majority of the Town Commission that he resign, then Employee may, at his option, be deemed to be terminated without cause at the date of such suggestion to resign. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.

SECTION 5. COMPENSATION AND RESIDENCE

- 5.1 **Salary:** The salary of Employee shall be One Hundred and Fifty Thousand Dollars (\$150,000.00) ("Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid.
- 5.2 **Holidays:** Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular work day.
- 5.3 **Leave**
- A. **Vacation Leave:** The vacation leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual except that:
- (1) Employee shall be credited five (5) days of vacation on his first day of employment.
 - (2) Employee shall accrue vacation at the rate of 6.1587 hours in each two-

week pay period (equivalent to twenty (20) days a year).

In the event Employee has accumulated more than thirty (30) days vacation leave as of December 31st of any year, the days over thirty (30) days shall be considered "Excess Vacation Leave." In any year in which Employee has Excess Vacation Leave, the Excess Vacation Leave shall be paid out in cash to Employee no later than December 31st.

- B. **Sick Leave:** The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual.
- C. **Other Leave:** The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town's Personnel Policies Manual.

5.4 **Benefits**

- A. **Insurance Benefits:** Employee shall receive the same insurance coverage offered to all management employees. Town shall pay 100% of the cost of family coverage for health, vision, and dental insurance; and a \$200,000 life insurance policy for employee.

Upon Employee's separation from the Town, Employee's eligibility to continue to participate in any of the Town's insurance benefits at his own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town's Insurance Benefits as a retiree if he is a recipient of Town Insurance Benefits on the date of his retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee's option.

- B. **Retirement Benefits:**
 - (1) Employee shall be enrolled in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.
 - (2) Town shall execute all necessary documents necessary for Employee's participation the Town's Section 457 supplemental retirement plan. The Town further agrees to contribute \$384.62 bi-weekly (\$10,000 annual) towards such a plan. If Employee elects not to participate in the Town offered supplement retirement plan, the amount shall be paid as additional amount of Salary.
- C. **Communication Allowance:** In lieu of the Town providing, Employee shall provide a mobile telephone and home computer for business use and the Employer agrees to pay to the Employee, during the term of this

Agreement and in addition to other salary and benefits herein provided, the sum of \$46 bi-weekly.

- 5.5 **Reduction of Salary, Holidays, Leave or Benefits:** In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, then the Employee may, at his option, be deemed to be terminated without cause at the date of such reduction. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.
- 5.6 **Notice/Approval for Temporary Absence from Town:** For a temporary absence from Town, which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in his absence. Employee shall provide prior notice to the Town Commission if he anticipates being away from the Town for more than two (2) business days in a row. Employee shall not take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.
- 5.7 **Pay for Performance:** Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.
- 5.8 **Residence Requirement:**
Employee agrees to establish and maintain a residence within 15 miles of the corporate boundaries of the Town during employment.
- 5.9 **Relocation Expenses:**
The Town shall pay up to \$6,000 by reimbursement or direct payment, for the reasonable expenses of Employee's relocating to Broward County. Relocation expense shall be documented and may include transportation cost to find housing, the cost to move household goods and automobiles, and temporary lodging in Broward County. In the event Employee leaves the Town's employ, on his own volition, within three (3) years from the Commencement Date, Employee will be responsible for repaying a prorated share of the moving expense reimbursement based on the number of days of employment for the period.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 **Performance Goals:** At the beginning of each fiscal year, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time constraints set for them, and adequate operating budgets or capital appropriations shall be funded to enable their accomplishment.
- 6.2 **Performance Review:** The Town Commission shall endeavor to conduct annual performance reviews of Employee by December 31 of each year, based on the

criteria that were mutually agreed to at the beginning of the preceding fiscal year. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be completed and delivered to Employee within thirty (30) days of the date of the evaluation meeting.

- 6.3 **Pay for Performance:** Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high-performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary, but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

- 7.1 **Full Time Employee:** Employee agrees to remain in the full-time employ of the Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy that is reasonably necessary for Employee to faithfully perform his duties under this Agreement.
- 7.2 **Outside Opportunities:** Recognizing that certain outside teaching and consulting opportunities ("Outside Opportunities") may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with his responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by his engagement in any proposed Outside Opportunity, or his continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company.

SECTION 8. INDEMNIFICATION

- 8.1 **Indemnification:** Unless otherwise required by Federal, State or local law, Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of his duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of his Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town's indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal

proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of his duties.

- 8.2 **Representation:** Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town's expense if there is a conflict of interest between Employee's interests and the Town's interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.
- 8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available. Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in his official capacity, in its sole discretion.
- 8.4 **Litigation Support from Employee During and Following Employment with Town:** Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in his capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as he is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after his employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay his costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

- 9.1 **Memberships:** Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to his role as Town Manager, necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town.
- Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.
- 9.2 **Courses and Conferences:** Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year.

The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 10. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town: Mayor and Members of the Town Commission
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With copy to: Town Attorney
Town of Lauderdale-By-The-Sea
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Employee: William "Bill" Vance
On file with the Town Clerk

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 **Severability:** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 11.3 **No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.4 **Entire Agreement; Amendment:** This Agreement contains the entire agreement of the parties, and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.
- 11.5 **Governing Law; Attorneys Fees:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.

- 11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.
- 11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- 11.8 **Use of Vehicles:** Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business. The Town will reimburse Employee for use of his personal vehicle pursuant to established Town policy.

SECTION 12. ETHICAL COMMITMENTS

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

TOWN OF LAUDERDALE-BY-THE-SEA

By: 
Mayor Chris Vincent

Pursuant to Town Commission Approval of
Resolution 2019-04 on February 12, 2019.

EMPLOYEE

By: 
William M. Vance

Attest:


Town Clerk Tedra Allen

Approved as to Form and Legal Sufficiency:


Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2021-01 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 "CODE ENFORCEMENT"; AMENDING SECTIONS 6.5-5, ENTITLED "CONDUCT OF HEARING" AND 6.5- 13, ENTITLED "CODE CITATION FORM", TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND ADMINISTRATIVE HEARINGS RELATING TO CITATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Development Services Director)

Explanation: Chapter 6.5 (**Exhibit 1**) of the Town's Code of Ordinances provides for implementation of the Town's Code Compliance policies and procedures. In addition to using the well-known Special Magistrate process governed under the provisions of Florida Statute 162 (**Exhibit 2**), the Code provides that the Town may establish alternate methods of enforcement.

The Town's Code Compliance staff is recommending the adoption of a civil citation process to enhance the Town's Special Magistrate process as a means to gain code compliance within the Town. This process – otherwise known as ticketing – is widely known as an effective and useful alternate means of obtaining code compliance. Staff believes it will be a useful tool for transient violations that persist or recur, such as bulk trash violations, storage of commercial or recreational vehicles, and certain animal violations. The civil citation process will bolster the flexibility of Town Code Compliance Officers by increasing the variety of enforcement tools at their disposal.

In order to utilize civil citations, a process must be created that governs their issuance, as well as providing a method for respondents to appeal those citations. Ordinance 2021-01 accomplishes this requirement (**Exhibit 3**). The process described in Ordinance 2021-01 is informed and supported by the legal requirements of FS 162, which sets forth basic legal standards for proper notice and warnings before fines (including civil citations) can be assessed. This proposed ordinance defines the standard information that must be included on the civil citation ticket and includes procedures for respondents to appeal tickets through the Special Magistrate.

In addition to addressing the civil citation process, Ordinance 2021-01 incorporates amendments to modernize the language within Chapter 6.5, changing 'Code Enforcement' to the more appropriate term 'Code Compliance' as well as updating the antiquated term 'Special Master' to 'Special Magistrate'.

Recommendation: Approve Ordinance 2021-01 on first reading and setting second reading for February 23, 2021.

Attachments:

1. Town Code Chapter 6.5
2. Florida Statute 162
3. Ordinance 2021-01

Chapter 6.5 - CODE ENFORCEMENT

Sec. 6.5-1. - Intent.

- (a) It is the intent of the Town to provide an equitable, expeditious, effective, and inexpensive method of enforcing any of the codes and ordinances in force in the Town by granting to the Code Enforcement Special Master the authority to impose administrative fines and other non-criminal penalties for a violation of said codes and ordinances.
- (b) To that end, the Town hereby creates and implements the code enforcement procedures authorized by the Florida Local Government Code Enforcement Boards Act, set forth in F.S. ch. 162, as it may be amended from time to time.
- (b) Terms used in this chapter shall have the same meaning given to such terms in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-2. - Special Masters.

- (a) The Town shall retain one or more Special Masters who may conduct code enforcement hearings and assess fines against violators of the Town in the same manner as a Code Enforcement Board established pursuant to F.S. ch. 162.
- (b) Each agreement for Special Master services shall be approved by resolution of the Town Commission.
- (c) To qualify for and hold the position of Special Master, a individual shall be a member in good standing with the Florida Bar and engaged in the practice of law in Broward County.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-3. - Counsel.

The Town Attorney or Assistant Town Attorney may represent the Town by presenting cases before the Special Master.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-4. - Enforcement procedure.

The Town Manager shall hire one or more Code Inspectors and Officers whose duty it shall be to initiate enforcement proceedings of the various codes of the Town. The Code Enforcement Officer(s) shall follow the enforcement procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-5. - Conduct of hearing.

All Code Enforcement Special Master hearings shall be conducted in accordance with the procedures forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-6. - Powers of the Enforcement Special Master.

The Code Enforcement Special Master shall possess those powers provided to Code Enforcements Boards or Special Masters as set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-7. - Administrative fines and costs; costs of repair; liens.

The Enforcement Special Master is authorized to impose administrative fines, inspection and re-inspection costs, costs of repair, and liens in accordance with the procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03; Ord. No. 2013-09, § 3, 7-23-2013)

Sec. 6.5-8. - Duration of lien.

The duration of liens established through the Town's code enforcement process shall be governed by the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-9. - Appeal.

An aggrieved party, including the Town, may appeal a final administrative order of Special Master in accordance with the procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-10. - Notices.

All notices issued in conjunction with a code enforcement action shall be as set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-11. - Provisions supplemental.

Nothing contained in this chapter shall prohibit the Town from enforcing the provisions of the Code of Ordinances by any other means available.

(Ord. No. 03-527, § 2, 11-25-03)

EXHIBIT 1

Sec. 6.5-12. - Supplemental enforcement procedures.

The Town hereby adopts the supplemental procedure for enforcement of its Code as authorized in Part II of the Florida Local Government Code Enforcement Boards Act, as it may be amended from time to time.

(Ord. No. 03-527, § 2, 11-25-03)

Sec. 6.5-13. - Code citation form.

- (1) The Town hereby adopts the Broward County Uniform Code Citation Form, in addition to any other code citation form which the Town desires to use, and hereby adopts by reference those requirements imposed by F.S. § 162.21, which sets forth the required data and information for each Code Enforcement Officer.
- (2) A citation issued by a Code Enforcement Officer shall be in a form prescribed by the Town and shall contain the following information:
 - (a) The date and time of issuance.
 - (b) The name and address of the person to whom the citation is issued.
 - (c) The date and time that the civil infraction was committed.
 - (d) The facts constituting reasonable cause.
 - (e) The number or section of the code or ordinance violated.
 - (f) The name and authority of the Code Enforcement Officer.
 - (g) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
 - (h) The applicable civil penalty if the person elects to contest the citation.
 - (i) The applicable civil penalty if the person elects not to contest the citation.
 - (j) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(Ord. No. 03-527, § 2, 11-25-03)

Select Year:

The 2020 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)
COUNTY OR MUNICIPAL CODE
ENFORCEMENT

[View Entire
Chapter](#)

CHAPTER 162 COUNTY OR MUNICIPAL CODE ENFORCEMENT

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS (ss. 162.01-162.13)

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES (ss. 162.21-162.30)

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS

- 162.01 Short title.
- 162.02 Intent.
- 162.03 Applicability.
- 162.04 Definitions.
- 162.05 Local government code enforcement boards; organization.
- 162.06 Enforcement procedure.
- 162.07 Conduct of hearing.
- 162.08 Powers of enforcement boards.
- 162.09 Administrative fines; costs of repair; liens.
- 162.10 Duration of lien.
- 162.11 Appeals.
- 162.12 Notices.
- 162.125 Actions for money judgments under this chapter; limitation.
- 162.13 Provisions of act supplemental.

162.01 Short title.—Sections 162.01-162.13 may be cited as the “Local Government Code Enforcement Boards Act.”

History.—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

Note.—Former s. 166.051.

162.02 Intent.—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

History.—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

Note.—Former s. 166.052.

162.03 Applicability.—

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

History.—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

Note.—Former s. 166.053.

162.04 Definitions.—As used in ss. 162.01-162.13, the term:

(1) “Local governing body” means the governing body of the county or municipality, however designated.

(2) “Code inspector” means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.

(3) “Local governing body attorney” means the legal counselor for the county or municipality.

(4) “Enforcement board” means a local government code enforcement board.

(5) “Repeat violation” means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

History.—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

Note.—Former s. 166.054.

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards.

Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

History.—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

Note.—Former s. 166.055.

162.06 Enforcement procedure.—

(1) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in

s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

History.—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11.

Note.—Former s. 166.056.

162.07 Conduct of hearing.—

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing

body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

History.—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

Note.—Former s. 166.057.

162.08 Powers of enforcement boards.—Each enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

History.—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

Note.—Former s. 166.058.

162.09 Administrative fines; costs of repair; liens.—

- (1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat

violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property

which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.—Former s. 166.059.

162.10 Duration of lien.—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

History.—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154.

Note.—Former s. 166.062.

162.125 Actions for money judgments under this chapter; limitation.—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

History.—s. 4, ch. 2000-125.

162.13 Provisions of act supplemental.—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

History.—s. 11, ch. 82-37.

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.

162.23 Notice to appear.

162.30 Civil actions to enforce county and municipal ordinances.

162.21 Enforcement of county or municipal codes or ordinances; penalties.—

(1) As used in this section, “code enforcement officer” means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the

provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

- (a) That a violation of a code or an ordinance is a civil infraction.
- (b) A maximum civil penalty not to exceed \$500.
- (c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.
- (d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.

(e) For the contesting of a citation in county court.

(f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

History.—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

History.—s. 1, ch. 94-255.

162.23 Notice to appear.—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or

transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

History.—s. 1, ch. 96-385; s. 7, ch. 99-360.

162.30 Civil actions to enforce county and municipal ordinances.—In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

History.—s. 87, ch. 2003-402.

EXHIBIT 3

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 “CODE ENFORCEMENT; AMENDING SECTIONS 6.5-5, ENTITLED “CONDUCT OF HEARING” AND 6.5-13, ENTITLED “CODE CITATION FORM”, TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND ADMINISTRATIVE HEARINGS RELATING TO CITATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”), Florida, desires to streamline its method of code compliance by adopting a process for the issuance of citations as well as appeals of those citations; and

WHEREAS, the Town also desires to clarify the applicable civil penalties for violations of the Town Code which may be enforced by the issuance of citations;

WHEREAS, the Town further seeks to conform the wording of the Code to the current nomenclature of “Code Compliance” and “Special Magistrate”; and

WHEREAS, it is in the best interest of the Town to adopt this amendment.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Chapter 6.5 of the Town Code, is amended. Chapter 6.5, Code Enforcement, is hereby re-named and amended as follows¹:

Chapter 6.5 – CODE COMPLIANCE ~~ENFORCEMENT~~

Sec. 6.5-1. - Intent.

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

EXHIBIT 3

- (a) It is the intent of the Town to provide an equitable, expeditious, effective, and inexpensive method of enforcing any of the codes and ordinances in force in the Town by granting to the Code Compliance Enforcement Special Magistrate Master the authority to impose administrative fines and other non-criminal penalties for a violation of said codes and ordinances.
- (b) To that end, the Town hereby creates and implements the code enforcement procedures authorized by the Florida Local Government Code Enforcement Boards Act, set forth in F.S. ch. 162, as it may be amended from time to time.
- (c) Terms used in this chapter shall have the same meaning given to such terms in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-2. - Special Magistrates. ~~Masters~~.

- (a) The Town shall retain one or more Special Magistrates ~~Masters~~ who may conduct code compliance enforcement hearings and assess fines against violators of the Town in the same manner as a Code Enforcement Board established pursuant to F.S. ch. 162.
- (b) Each agreement for Special Magistrate Master services shall be approved by resolution of the Town Commission.
- (c) To qualify for and hold the position of Special Magistrate Master, an individual shall be a member in good standing with the Florida Bar and engaged in the practice of law in either Broward, Dade or Palm Beach Counties.

Sec. 6.5-3. - Counsel.

The Town Attorney or Assistant Town Attorney may represent the Town by presenting cases before the Special Magistrate Master.

Sec. 6.5-4. Code Compliance Enforcement ~~Enforcement~~ procedure.

The Town Manager shall hire one or more Code Compliance Inspectors and Officers whose duty it shall be to initiate compliance enforcement proceedings ~~of for~~ for the various codes of the Town. The Code Compliance Enforcement Officer(s) shall follow the enforcement procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time, or as otherwise provided by this chapter.

Sec. 6.5-6. - Powers of the ~~Enforcement~~ Special Magistrate Master.

The ~~Code Enforcement~~ Special Magistrate Master shall possess those powers provided to Code Enforcements Boards or Special Magistrates Masters as set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

EXHIBIT 3

80 **Sec. 6.5-5. - Conduct of hearing.**

81
82 All Code ~~Compliance Enforcement~~ Special Magistrate Master hearings shall be conducted in
83 accordance with the procedures forth in the Florida Local Government Code Enforcement Boards
84 Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

85 86 **Sec. 6.5-6. - Powers of the ~~Enforcement~~ Special Magistrate Master.**

87
88 The ~~Code Enforcement~~ Special Magistrate Master shall possess those powers provided to
89 Code Enforcements Boards or Special Magistrates Masters as set forth in the Florida Local
90 Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended
91 from time to time.

92 93 **Sec. 6.5-7. - Administrative fines and costs; costs of repair; liens.**

94
95 The ~~Enforcement~~ Special Magistrate Master is authorized to impose administrative fines,
96 inspection and re-inspection costs, costs of repair, and liens in accordance with the procedures set
97 forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162,
98 as it may be amended from time to time.

99 100 **Sec. 6.5-8. - Duration of lien.**

101
102 (a) The duration of liens established through the Town's code compliance enforcement process
103 shall be governed by the Florida Local Government Code Enforcement Boards Act, as set forth in
104 F.S. ch. 162, as it may be amended from time to time.

105
106 (b) An aggrieved party, including the Town, may appeal a final administrative order of the Special
107 Magistrate Master in accordance with the procedures set forth in the Florida Local Government
108 Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to
109 time.

110 111 **Sec. 6.5-9. - Appeal.**

112
113 An aggrieved party, including the Town, may appeal a final administrative order of the Special
114 Magistrate Master in accordance with the procedures set forth in the Florida Local Government
115 Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to
116 time.

117 118 **Sec. 6.5-10. - Notices.**

119
120 All notices issued in conjunction with a code compliance enforcement action shall be as set
121 forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162,
122 as it may be amended from time to time.

123 124 **Sec. 6.5-11. - Provisions supplemental.**

EXHIBIT 3

Nothing contained in this chapter shall prohibit the Town from enforcing the provisions of the Code of Ordinances by any other means available.

Sec. 6.5-12. - Supplemental enforcement procedures.

The Town hereby adopts the supplemental procedure for enforcement of its Code as authorized in Part II of the Florida Local Government Code Enforcement Boards Act, as it may be amended from time to time.

Sec. 6.5-13. - Code citation form for Civil Citations.

(1) The Town hereby adopts the Broward County Uniform Code Citation Form, in addition to any other code citation form which the Town desires to use, and hereby adopts by reference those requirements imposed by F.S. § 162.21, which sets forth the required data and information for each Code Compliance Enforcement Officer.

(2) A citation issued by a Code Compliance Enforcement Officer shall be in a form prescribed by the Town and shall contain the following information:

- (a) The date and time of issuance.
- (b) The name and address of the person to whom the citation is issued.
- (c) The date and time that the civil infraction was committed.
- (d) The facts constituting reasonable cause.
- (e) The number or section of the code or ordinance violated.
- (f) The name and authority of the Code Compliance Enforcement Officer.
- (g) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- (h) The applicable civil penalty if the person elects to contest the citation.
- (i) The applicable civil penalty if the person elects not to contest the citation.
- (j) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(3) This section is adopted pursuant to sections 162.03(2) and 162.13, Florida Statutes, as an alternative to the use of the Special Magistrate for ensuring code compliance, and is enacted to protect the public health, welfare and safety of the residents of the Town.

(a) A violation of the code is a civil infraction for which a citation may be issued pursuant to this section.

(b) A Code Compliance Officer may issue a citation to a respondent when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the respondent is responsible for the civil infraction.

(c) Each day that a violation continues to exist shall constitute a separate civil infraction for which a citation may be issued.

EXHIBIT 3

(d) Unless a violation is deemed to be irreparable or irreversible in nature, a civil penalty imposed pursuant to this section shall not exceed \$250 for a first violation and shall not exceed \$500 for a repeat violation. If the violation is deemed to be irreparable or irreversible in nature, a civil penalty not to exceed \$5,000 per violation may be imposed.

(e) Notice of the citation shall be served on the respondent pursuant to section 6.5-10 of this chapter.

(f) Civil penalties assessed pursuant to this section are due immediately and payable to the Town no later than the 20th day from the issuance of the citation or, if a proper appeal is filed, when the appeal has been finally decided adversely against the respondent.

(g) A respondent who has been served with a citation shall elect either to:

1. Pay the civil penalty in the manner indicated on the citation; or
2. Request an administrative hearing before the Special Magistrate to appeal the determination of the Code Compliance Officer which resulted in the issuance of the citation.

(h) If the respondent chooses to appeal the citation, he or she must file with the Town a written request for an administrative hearing within 10 calendar days after service of the citation.

(i) The administrative hearing shall be conducted in accordance with section 6.5-5 of this chapter, as applicable.

(j) If the respondent fails to pay the civil penalty within the time due or fails to timely appeal the citation, such failure shall constitute a waiver of the respondent's right to an administrative hearing before the Special Magistrate. Such waiver shall be deemed an admission of the violation and civil penalties may be assessed accordingly.

(k) The contents of the citation shall include but are not be limited to the following:

1. The date and time of issuance;
2. The name and address of the respondent to whom the citation is issued;
3. The date and time the civil infraction was committed;
4. The section of the specific code that has been violated;
5. The applicable civil penalty for committing the violation;
6. The name of the Code Compliance Officer;
7. Instructions and due date to pay the civil penalty or to contest the citation;
8. Notice that each day the violation continues shall be treated as a separate civil infraction for which a citation may be issued;
9. Notice that failure to request an administrative hearing within ten calendar days after service of a citation shall constitute a waiver of the respondent's right to an administrative hearing before the Special Magistrate, and that such waiver shall

EXHIBIT 3

constitute an admission of violation and that a penalty may be entered against the respondent for an amount up to the maximum civil penalty; and 10. Notice that the respondent may be liable for the reasonable costs of the hearing to contest the violation, should the citation be affirmed by the Special Magistrate at such hearing.

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

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

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

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

Passed on first reading, this ____ day of _____, 2020.
Passed and adopted on the second reading, this ____ day of _____, 2021.

	_____ MAYOR CHRIS VINCENT	
	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Oldaker	_____	_____
Commissioner Sokolow	_____	_____

EXHIBIT 3

244 Commissioner Strauss _____
245 Commissioner Malkoon _____
246 _____
247 _____

248 ATTEST:
249 _____
250 Tedra Allen, Town Clerk
251 _____
252 _____

253 (CORPORATE SEAL)
254 _____
255 _____

256 APPROVED AS TO FORM:
257 _____
258 _____
259 _____
260 Susan L. Trevarthen, Town Attorney
261 _____



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

Resolution 2020--03 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO TOWN CODE SECTION 2-27, WAIVER OF CODE REQUIREMENTS, FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE THOSE CODE REQUIREMENTS FOR PERMITTED SIDEWALK CAFES AND FOR BUSINESS TAX RECEIPTS THAT WERE PREVIOUSLY WAIVED BY RESOLUTION 2020-39 FROM JANUARY 15 THROUGH JULY 15, 2021 UNLESS FURTHER EXTENDED BY THE TOWN COMMISSION; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Development Services Director)

Explanation:

At its' September 21, 2020 meeting, the Town Commission adopted Resolution 2020-39, which identified COVID as an extraordinary circumstance and as such waived the requirement to collect delinquent fees for BTRs, the collection of sidewalk café fees, the restrictions on sidewalk café locations and barriers, and waived certain sign code regulations until January 15, 2021 (**Exhibit 1**). The Code limits the extension to six months and requires that the Commission extend a further waiver by Resolution.

Town staff continues to recognize that COVID-19 has been difficult for our businesses and that it has been challenging for them to keep their doors open. We have prepared Resolution 2021-3 which extends the waiver of these code requirements to July 15, 2021 – the maximum extent allowed by code without a further approval by the Commission.

Recommendation:

Town Commission adopt Resolution 2021-03 (**Exhibit 2**), which extends the waiver established in Resolution 2020-39

Attachments:

1. September 21, 2020 Town Commission Meeting Minutes
2. Resolution 2021-03
3. Resolution 2020-39

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
September 21, 2020

None.

17. RESOLUTIONS

17.a A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE AND WAIVING CHAPTER 12, "LICENSES," SECTION 12-4(A) "BUSINESS TAX RECEIPTS; DATES DUE AND DELINQUENT; PENALTIES," CHAPTER 17, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," SECTION 17-89, "SIDEWALK CAFÉ PERMIT STANDARDS AND REQUIREMENTS," SUBSECTIONS 17-87(b)(4)d. AND e., "PAYMENT OF FEES," 17-89(C)(1)(2) AND (4)(a), "LOCATION," 17-89(E), "PHYSICAL BARRIERS," 17-89(J)(2)(B), "SIDEWALK CAFÉ FURNITURE AND FIXTURES," AND PORTIONS OF CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS" SECTION 30-504 "TEMPORARY SIGNS" SUBSECTION (B) AND 30-508 "SIGN REGULATIONS BY ZONING DISTRICT," SUBSECTIONS C(7)(A)(1) AND (2) (EXCLUDING THE CLEAR PEDESTRIAN PATH REQUIREMENT) OF THE TOWN CODE OF ORDINANCES FOR COMMERCIALLY ZONED PROPERTIES, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" FOR A PERIOD OF SIX MONTHS; PROVIDING FOR EXPIRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Town Attorney Trevarthen clarified that while the waiver proposed as part of the Resolution is for four months, the maximum length of time for which a waiver can be requested is six months.

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

Development Services Director Connors recalled that in response to the COVID-19 pandemic, the Town Commission had previously approved an Ordinance that gave them the ability to waive certain Code requirements by Resolution. The waiver was originally issued for six months, with the option of further extension if circumstances required.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
September 21, 2020

During the ongoing pandemic, the Town has undertaken the following:

- Blocked off a portion of Commercial Boulevard's on-street parking to accommodate sidewalk café areas
- Permitted tent structures within these areas to provide shade
- Relaxed regulations applying to banners and sandwich board signs

As pandemic conditions have lasted longer than originally anticipated, Staff recommends adopting a Resolution that will formalize these deviations from Code. In addition, Staff requests a waiver of the requirement to assess penalty fees for businesses that have not secured their business tax receipts (BTRs) by the end of September 2020, as well as a waiver for the duration of posted banners and temporary signs and the number of temporary signs.

Staff also recommends waiver of the requirements for location and size of sandwich board signs and collection of sidewalk café fees for 2021, which are due in October. Some sidewalk café owners have asked if these fees might be reduced as well.

Town Manager Vance recommended the waiver of sidewalk café fees in 2021, and offered to provide backup information on the potential loss of this revenue at the first October Commission meeting.

Mayor Vincent noted that he could not clarify a question asked during Public Comment regarding permit fees for properties that could not be rented. Development Services Director Connors replied that the individual may have been concerned regarding licensing fees for vacation rental properties. Mayor Vincent noted that there may be other requests for relief from Town businesses, and that Staff and the Commission should communicate with the Town Attorney regarding what is permissible and/or equitable.

Town Attorney Trevarthen clarified that sidewalk café fees are not part of the current Resolution, so the Commission may vote on other topics covered under the Resolution at tonight's meeting. Mayor Vincent confirmed that the Commission is not amending any part of the Resolution at tonight's meeting.

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

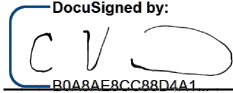
18. QUASI JUDICIAL PUBLIC HEARINGS

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
September 21, 2020

None.

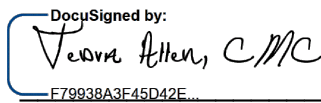
19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:31 p.m.

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Mayor Chris Vincent

ATTEST:

DocuSigned by:

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Town Clerk Tedra Allen

10/19/2020

Date

RESOLUTION NO. 2021-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS," FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE THOSE CODE REQUIREMENTS FOR PERMITTED SIDEWALK CAFES AND FOR BUSINESS TAX RECEIPTS THAT WERE PREVIOUSLY WAIVED BY RESOLUTION 2020-39 FROM JANUARY 15 THROUGH JULY 15, 2021 UNLESS FURTHER EXTENDED BY THE TOWN COMMISSION; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-27, "Waiver of Code Requirements," of the Town of Lauderdale-By-The-Sea (the "Town") Code of Ordinances ("Code") provides that, under extraordinary circumstances, the Town Commission may waive any obligations, requirements, or fees provided for in the Code by resolution; and

WHEREAS, Resolution 2020-39, attached hereto as Exhibit "A", found that COVID-19 was an extraordinary circumstance and granted a waiver of certain Code requirements and fees for permitted sidewalk cafes and for business tax receipts until January 15, 2021; and

WHEREAS, Section 2-27 of the Code allows the Town Commission to extend such waivers upon a finding that the extraordinary circumstance still exist; and

WHEREAS, pursuant to Code Section 2-27, such waivers are intended to provide temporary relief, and shall not be construed to authorize a permanent variance from such fees and requirements; and

WHEREAS, these waivers shall be applied uniformly to all similarly situated persons, properties, or businesses affected by the extraordinary circumstance; and

34 **WHEREAS**, the Town Commission finds that the COVID-19 pandemic continues to be
35 an extraordinary circumstance that requires waiver of these Code requirements, and will continue
36 to be so for at least six (6) months; and

37 **WHEREAS**, the Town Commission finds that it is in the best interests to continue to waive
38 these Code requirements to protect the public safety, health, and welfare of the Town and Town
39 residents, through July 15, 2021.

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

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

44 **Section 2. COVID-19 Pandemic.** The Town Commission finds that the COVID-19
45 pandemic continues to be an extraordinary circumstance that require waiver of certain obligations,
46 requirements, or fees provided for in the Code.

47 **Section 3. Waiver.** Pursuant to Town Code Section 2-27, the Town Commission hereby
48 extends the waiver, for up to July 15, 2021, of the Code requirements provided by Resolution 2020-
49 39.

50 **Section 4. Expiration.** This extended waiver shall expire on July 15, 2021 unless further
51 extended by the Town Commission.

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

54 **Section 6. Severability.** If any clause, section or other part of this resolution shall be held
55 by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or

invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 26th day of January, 2021.

Attest:

Mayor Chris Vincent

Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

File:

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE AND WAIVING CHAPTER 12, "LICENSES," SECTION 12-4(A) "BUSINESS TAX RECEIPTS; DATES DUE AND DELINQUENT; PENALTIES," CHAPTER 17, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," SECTION 17-89, "SIDEWALK CAFÉ PERMIT STANDARDS AND REQUIREMENTS," SUBSECTIONS 17-87(b)(4)d. AND e., "PAYMENT OF FEES," 17-89(C)(1)(2) AND (4)(a), "LOCATION," 17-89(E), "PHYSICAL BARRIERS," 17-89(J)(2)(B), "SIDEWALK CAFÉ FURNITURE AND FIXTURES," AND PORTIONS OF CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS" SECTION 30-504 "TEMPORARY SIGNS" SUBSECTION (B) AND 30-508 "SIGN REGULATIONS BY ZONING DISTRICT," SUBSECTIONS C(7)(A)(1) AND (2) (EXCLUDING THE CLEAR PEDESTRIAN PATH REQUIREMENT) OF THE TOWN CODE OF ORDINANCES FOR COMMERCIALLY ZONED PROPERTIES, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" FOR A PERIOD OF SIX MONTHS; PROVIDING FOR EXPIRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

38

39

147

shall not be construed to authorize a permanent variance from such obligations, requirements, or fees, and the waiver shall last no longer than six (6) months unless extended by the Town Commission; and

WHEREAS, such waivers shall not permit the installation or construction of permanent structures or buildings; and

WHEREAS, waivers shall be applied uniformly to all similarly situated persons, properties, or businesses affected by the extraordinary circumstance; and

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission; and

WHEREAS, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to declare a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19, and authorizing local governments to waive the procedures and formalities otherwise required by law related to performance of public work and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on March 10, 2020, the Broward County Administrator issued a Declaration of Emergency, declaring a Local State of Emergency in Broward County; and

WHEREAS, on March 13, 2020, the Mayor declared a public emergency in the Town for seven (7) days unless earlier terminated, that was later extended until the conclusion of the Governor’s state of emergency; and

61 **WHEREAS**, the Town Commission finds that the COVID-19 pandemic is an
62 extraordinary circumstance that requires waiver of certain obligations, requirements, or fees
63 provided for in the Town Code; and

64 **WHEREAS**, the effects of the COVID-19 pandemic are expected to remain for at least
65 four (4) months; and

66 **WHEREAS**, the Town Commission desires to waive the requirements of Chapter 17,
67 “Streets, Sidewalks, And Other Public Places,” Section 17-89, “Sidewalk Café Permit Standards
68 And Requirements,” Subsections 17-87(b)(4)d. and e., “Payment of Fees,” 17-89(c)(1)(2) and
69 (4)(a), “Location,” 17-89(e), “Physical Barriers,” 17-89(j)(2)(b), “Sidewalk Café Furniture And
70 Fixtures,” and Portions of Chapter 30 “Unified Land Development Regulations,” Section 30-
71 504 “Temporary Signs” Subsection (B) “Sign Regulations By Zoning District,” and 30-508
72 “Sign Regulations By Zoning District,” subsections c(7)(a)(1) and (2) (excluding the clear
73 pedestrian path requirement) of the Town Code for commercially zoned properties, which are
74 similarly situated for purposes of the waiver (“the Waiver”); and

75 **WHEREAS**, the Town Commission finds that the COVID-19 Pandemic has created an
76 extraordinary circumstance, in which it is in the best interests to waive certain Town Code
77 requirements to protect the public safety, health, and welfare of the Town and Town residents.

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

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

Section 2. COVID-19 Pandemic. The Town Commission finds that the COVID-19 pandemic is an extraordinary circumstance that require waiver of certain obligations, requirements, or fees provided for in the Town Code.

Section 3. Waiver. Pursuant to Town Code Section 2-27, the Town Commission hereby waives, for approximately four months from the effective date of this Resolution, the requirements of the following Town Code provisions, as further shown in Exhibit “A,” for commercially zoned properties, which are similarly situated for purposes of the waiver:

(1) Chapter 12, “Licenses,” Section 12-4(A) “Business Tax Receipts; Dates Due and Delinquent; Penalties;”

(2) (Chapter 17, “Streets, Sidewalks, and Other Public Places,” Section 17-87, “Sidewalk café permit application and right-of-way (ROW) license fees.” Subsections:

(a) 17-87(b)(4)d. and e., “Payment of fees,”

(3) Chapter 17, “Streets, Sidewalks, and Other Public Places,” Section 17-89, “Sidewalk Café Permit Standards and Requirements,” Subsections:

(a) 17-89(c)(1)(2) and (4) a, “Location,”

(b) 17-89(e), “Physical Barriers;”

(c) 17-89(j)(2)(b), “Sidewalk Café Furniture And Fixtures; and”

(4) Portions of Chapter 30 “Unified Land Development Regulations,” Sections:

(a) 30-504 “Temporary Signs,” subsections (b)(1) and (2); and

(b) 30-508 “Sign Regulations By Zoning District,” subsections c(7)(a)(1) and (2),

while maintaining the clear pedestrian path requirement.

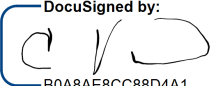
Section 4. Expiration. This waiver shall expire on January 15, 2021 unless extended by the Town Commission.

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

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

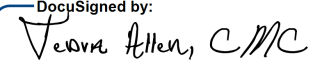
Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 21ST day of Sepetmeber, 2020.

DocuSigned by:

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Mayor Chris Vincent

Attest:

DocuSigned by:

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Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:

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Susan L. Trevarthen, Town Attorney

File:

EXHIBIT "A"

The Code sections that are shown in strike through font are the ones being waived.

CHAPTER 12 – LICENSES

ARTICLE I. - BUSINESS TAXES

Sec. 12-4. - Business tax receipts; dates due and delinquent; penalties.

~~(a) Those business tax receipts not renewed by October 1 shall be considered delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional penalty of five percent for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the business tax for the delinquent establishment.~~

Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

Sec. 17-87. - Sidewalk café permit application and right-of-way (ROW) license fees.

(b) Town right-of-way (ROW) license fee.

(4) Payment of fees.

~~d. Payment received more than ten calendar days after the due date shall be charged a late fee of ten percent of the payment amount due. Failure to make a required payment within 30 calendar days of the due date may result in immediate sidewalk café permit and ROW license revocation.~~

~~e. The fees collected pursuant to this section from sidewalk cafés located in the Town of Lauderdale By The Sea shall be placed in the general revenue fund~~

172 ***

173 **Sec. 17-89. - Sidewalk café permit standards and requirements.**

174 ***

175 (c) *Location.*

176 (1) ~~Sidewalk cafés shall only be located in the following areas:~~

177 a. ~~The sidewalk frontage of the licensed business to which the sidewalk café permit is~~
178 ~~issued;~~

179 b. ~~The sidewalk frontage of the building where the licensed business is located, if the~~
180 ~~requirements found in subsection (c)(2) below have been satisfied; or~~

181 c. ~~The sidewalk frontage of an adjacent property, if the requirements found in~~
182 ~~subsection (c)(2) below have been satisfied.~~

183 (2) ~~Adjacent property or adjacent tenant space. If the proposed sidewalk café area extends~~
184 ~~in front of adjacent property or adjacent tenant space then the permittee shall obtain~~
185 ~~written permission from the adjacent property owner, adjacent tenant, or both, if~~
186 ~~applicable, for use of this area to be included in the sidewalk café area.~~

187 ***

188 (4) ~~Pedestrian safety areas.~~

189 a. ~~Buffer zone.~~

190 1. ~~Adjacent to parking. Where parking exists between the sidewalk area proposed for~~
191 ~~use and the portion of the ROW used for vehicular travel, a sidewalk café shall be~~
192 ~~located in such a manner that a minimum five foot wide buffer zone is maintained~~
193 ~~adjacent to the parking, at all times.~~

194 2. ~~No parking. Where no parking exists, a minimum one foot wide buffer zone between~~
195 ~~the edge of the sidewalk closest to the ROW used for vehicular travel and the sidewalk~~
196 ~~café area buffer zone shall be maintained at all times. In areas of congestion, the Town~~
197 ~~Manager or designee may require additional clearance.~~

198 ***

199 (e) *Physical barriers.*

200 (1) ~~No objects shall be permitted around the perimeter of a sidewalk café area which would~~
201 ~~have the effect of forming a physical or visual barrier.~~

202 ***

203 (j) *Sidewalk café furniture and fixtures.*

204 (2) *Shade structures.*

205 b. ~~Tents, canopies and pergolas or other similar structures are prohibited.~~

206 ***

207 **CHAPTER 30 - UNIFIED LAND DEVELOPMENT REGULATIONS**

208 ***

209 **ARTICLE VIII. - SIGN REGULATIONS**

210 ***

211 **Sec. 30-504 Temporary Signs**

212 The following signs may be permitted within the Town as temporary signs, only in conformance
213 with these regulations and ~~after issuance of a temporary sign permit by the Development Services~~
214 ~~Department.~~

215 (a) One temporary sign, not exceeding 32 square feet, for a non-residential use, subject to the
216 following:

217 (1) A permit shall not be issued more than four times per year for the same use; and

218 (2) Each sign must be removed 21 days after it is posted.

219
220 ***

221
222 **Sec. 30-508. - Sign regulations by zoning district.**

223 ***

224 (c) *B-1 and B-1-A districts.* Only the following types of signs are permitted within the B-1 and
225 B-1-A districts, subject to the limitations and requirements contained in the definitions and
226 restrictions and standards by sign type and the general design standards sections of these
227 regulations, and subject to the additional limitations stated below:

228 ***

229 (7) *Sandwich signs.*

230 a. *Location requirements.* The location of a sandwich sign shall be permitted consistent
231 with the following:

232 ~~Permitted within the B-1 and B1-A zoning districts if:~~

233 1. ~~Placed adjacent to the structure in which the business is located;~~

234 2. ~~Located in front of and within two feet of the customer service entrance to the~~
235 ~~business it advertises and~~ in a manner that provides for a minimum five-foot clear
236 pedestrian path;

237 ***



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Chris Vincent

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

Resolution 2021-05 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADJUSTING THE SALARY OF INTERIM TOWN MANAGER TO AN AMOUNT REFLECTIVE OF THE ATTENDANT RESPONSIBILITIES; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Mayor Chris Vincent)

Explanation:

When we appointed Linda Connors as Interim Town Manager, we did not make any adjustment in her salary. Linda currently earns an annual salary of \$125,310. In consideration of the greatly increased responsibilities she has assumed, I recommend that we increase her salary by 18% during the period of time that she serves as Interim Town Manager. While that might seem like a significant amount, it amounts to \$433 a week, an amount that hardly seems like a lot given the heavier responsibilities she has assumed.

Recommendation:

Temporarily increase Linda Connors' salary from \$2,409.81 weekly to \$ 2,842.50 weekly retroactive to January 9, 2021, with the understanding that she will revert to her current salary when she returns to the position of Development Services Director.

Attachments:

1. Resolution 2021-05

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

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage, save for the retroactive application of the salary adjustment.

PASSED AND ADOPTED this 21st day of January, 2021.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 26, 2021

Submitted By: Jhanelle Campbell

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

Administrative Adjustment (2020-L2-AA-02) for 1624 Bel Air Avenue. (Jhanelle Campbell, Acting Development Services Director)

Explanation: This application (**Exhibit 1**) is a request for a Level 2 Administrative Adjustment to permit the construction of a new single-family dwelling unit on an existing foundation that encroaches 5 inches into the 25-foot setback for the front bedroom of the home (see **blue** highlight in image 1). The property owner is also requesting an encroachment of 2 feet, 11.5 inches into the front setback to construct a new front entryway (see **red** highlight in image 1). The new home, located at 1624 Bel Air Avenue, will replace the previous single-family dwelling unit that was destroyed by fire on September 21, 2019.

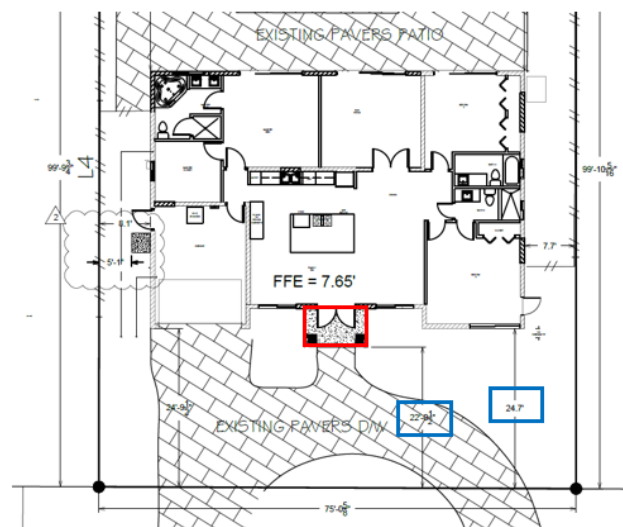


Image 1-Proposed Entryway

The property is zoned RS-4 and has a future land use classification of Low (5) Residential. The subject property is .17 acres.

The original home that was destroyed by fire encroached the front setback by 5 inches. While the Town's Charter (**Exhibit 2**) allows the replacement of a non-conforming building if it is destroyed by fire, there is a one-year time frame in which the applicant is required to submit

for a building permit. The property owner did not meet this requirement and therefore the ability to reconstruct the building in its original location without additional approval from the Commission was lost.

To reconstruct the house on the original foundation and with the front entryway, the applicant applied for an administrative adjustment, which is provided for in Section 30-128 of the Town Code. Staff has reviewed the request and determined that it meets the Town code criteria for the granting of an Administrative Adjustment. As proposed, the request would not increase the density of the subject property, would not increase the height of the existing residential dwelling structure, and does not include a request to increase more than 30% of the required side yard setback allowed by the Town Code.

A detailed explanation of the requested development is provided in the attached Planning and Zoning Board staff report **(Exhibit 3)**.

As required by the Town Code, Staff mailed notices to the surrounding properties located within a 300 feet radius of the subject property and received one comment in opposition to the application **(Exhibit 4)**. The property was properly posted, and the notice was placed on the Town's website.

The Planning and Zoning Board reviewed the application at its January 6, 2021 meeting **(Exhibit 5)** and recommended approval of staff's recommendation to approve the administrative adjustment request subject to the following conditions:

1. If approved, the Administrative Adjustment approval shall expire concurrent with the expiration of the approved Building Permit issued for the proposed garage addition located on the subject property.

Recommendation:

Staff recommends that the Commission approve the requested Administrative Adjustment as set forth in the attached Development Order (Exhibit 6).

Attachments:

- Exhibit 1 - Application and Plans
- Exhibit 2 - Charter section
- Exhibit 3 - Planning and Zoning Board Staff Report
- Exhibit 4 - Property comment
- Exhibit 5 - Planning and Zoning Board minutes
- Exhibit 6 - Administrative Adjustment Development Order

LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2020-L2-AA-02

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|--|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☐ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☐ Conditional Use _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>level 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Amalia Introini Residence

Folio Numbers: 494307010070

Street Address: 1624 Bel Air AVE Lauderdale by the Sea 33062

Legal Description: Bel Air 32-10B LOT 7 BLK 1

Name of Property Owner: Amalia Introini Property Owner's Phone #: 949-929-9524

Address of Property Owner: 1612 Bel Air AVE Lauderdale by the Sea 33062

Property Owner's Email Address: introiniamalia@gmail.com

Name of Applicant: Amalia Introini Applicant's Phone #: 949-929-9524

Applicant's Address: 1612 Bel Air AVE Lauderdale by the Sea 33062

Applicant Email Address: introiniamalia@gmail.com

Name of Agent (e.g. Contractor Representing the Project): Dan Dennis Builder Inc.

Agent's Email Address: Dan@DandennisBuilder.com Agent's Phone #: 954-658-5285

Agent's Address: 1104 Citrus Isle, Ft Lauderdale FL 33015

Land Use Plan Designation: Residential Zoning District: RS-4

Existing Use of the Subject Property: Residence

Proposed Use of the Subject Property: Residence

DEVELOPMENT APPLICATION SIGNATURE SECTION

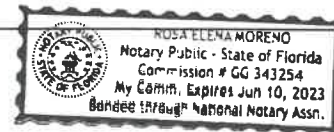
Property Owner

Print Name of Property Owner: Amalia Intropini Date: 11/11/20

Signature of Property Owner: [Signature]

State of Florida:

County: Broward

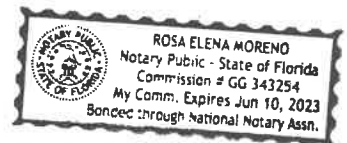


SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day November of 11, 2020.

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: Rosa E Moreno My Commission Expires: Jun 10 2023

Notary Signature: [Signature]



Applicant

Print Name of Property Owner: Amalia Intropini Date: 11/11/20

Signature of Property Owner: [Signature]

State of Florida:

County:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day November of 11, 2020.

The person signing is ☒ personally known to me or has ☒ produced identification

Print Notary Name: Rosa E Moreno My Commission Expires: Jun 10 2023

Notary Signature: [Signature]



CONCRETE / SI AB ON GRADE NOTES

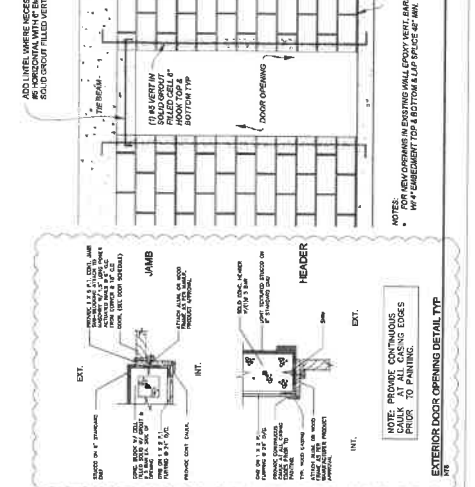
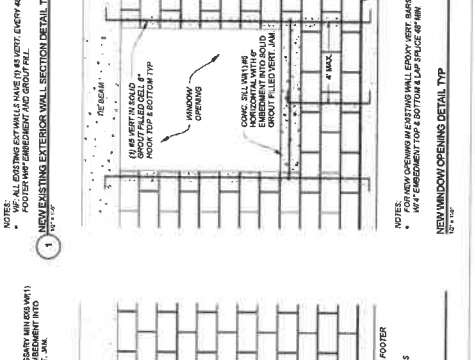
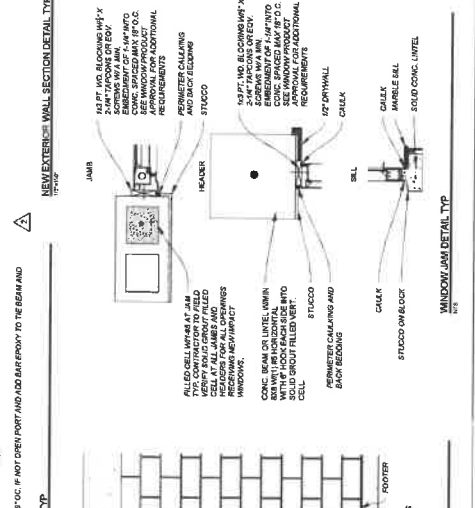
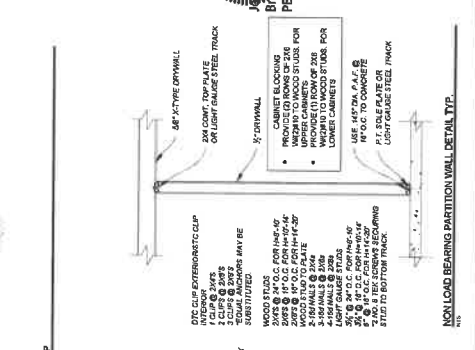
[illegible]

CONCRETE UNIT MASONRY NOTES

- ALL MAJOR WORK SHALL COME DOWN TO AID BUILDING CODE REQUIREMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING CODE REFERENCED.
- REINFORCE WALLS WITH LARGER OR TRULUS TYPE REINFORCEMENT TO 3 STANDARD DOWEL IN BED JOINTS AND JOINTS. USE SYSTEM BARS TO 200 OR APPROVED EQUAL AT 16" O.C. MEASURED VERTICALLY. UNIFORM COVERAGE OF REINFORCEMENT SHALL BE MAINTAINED TO PROVIDE UNIFORM STRENGTH AND DURABILITY.
- WHERE CONCRETE BEAMS ARE INSTALLED IN CONCRETE BLOCK WALLS, THE BEAMS SHALL BE INSTALLED WITH 2" MINIMUM STITCHES OF 3" SQUARE MESH AND CONCRETE SHALL BE PLACED OVER TOP OF BEAMS AND OVER OTHER WALLS.
- STITCHED, ON PLAYS INDICATED CONCRETE BLOCK WALL, CELL FILLED WITH CONCRETE TO 16" O.C. MEASURED VERTICALLY. REINFORCEMENT ABOVE AND BEAM OR FOOTING BELOW BAR SHALL BE CONTINUOUS AND LOCATED IN CENTER OF CELL.

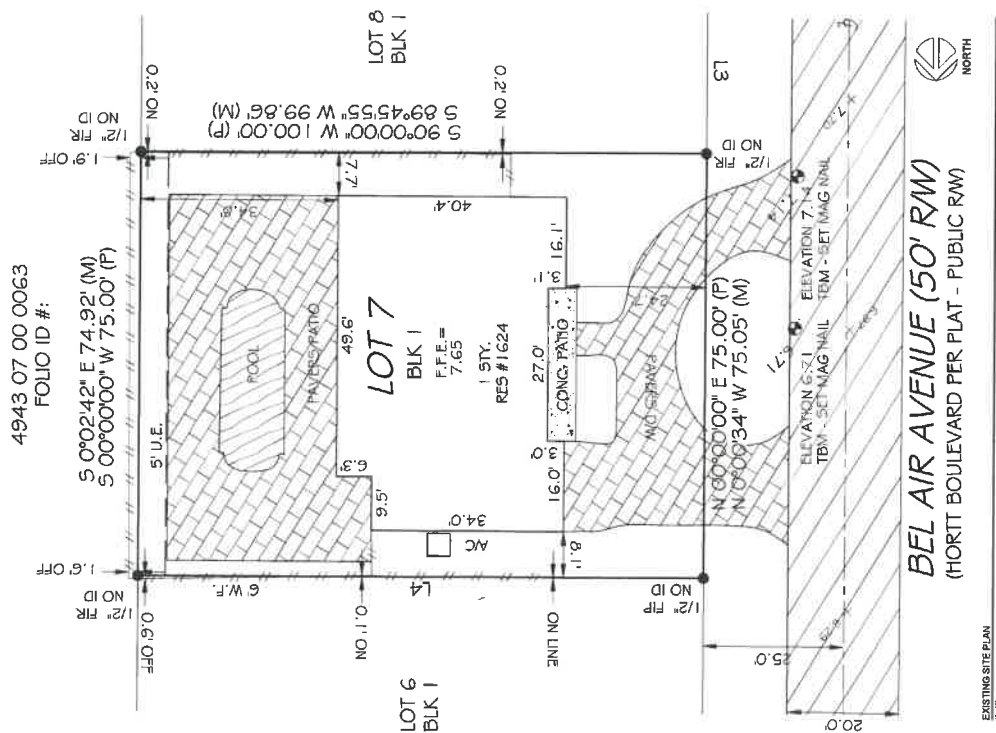
NET AREA COMPRESSIVE STRENGTH OF MASONRY (1500 PSI PER ACI 530 UNIT STRENGTH METHOD).

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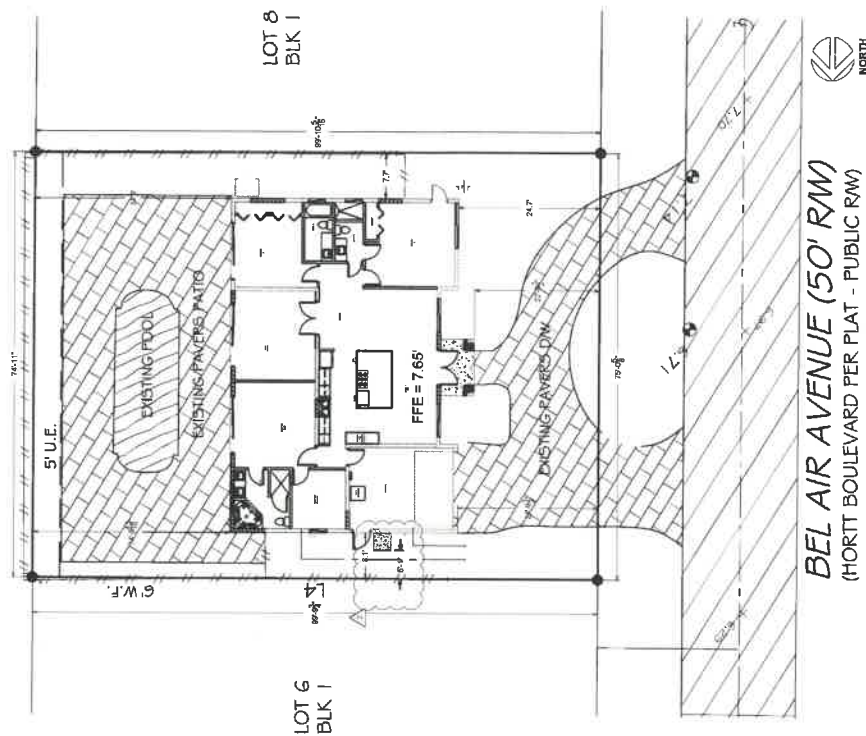




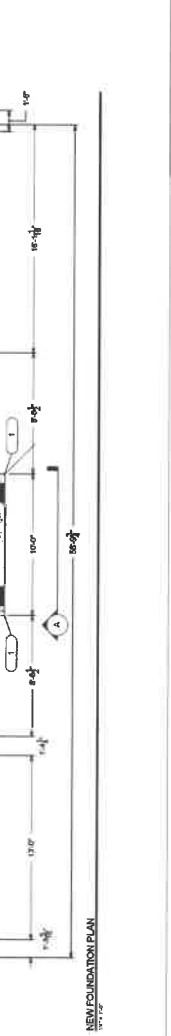
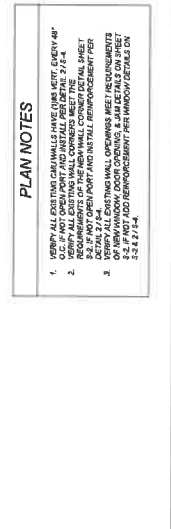
SITE LOCATION

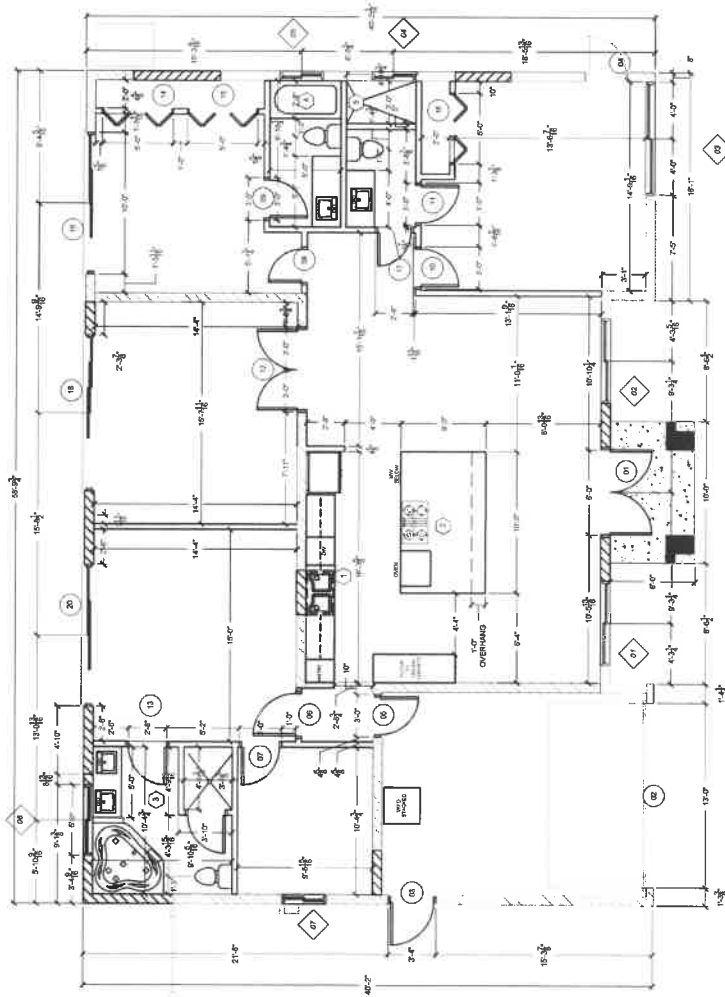


EXISTING SITE PLAN



NEW SITE PLAN





NEW FLOOR PLAN
1/8" = 1'-0"

DOOR SCHEDULE

NO.	QTY.	WD.	HGT.	THK.	TYPE	FINISH	PRESSURE R/C	REG.	APPROVAL NO.	REMARKS
1	1	72"	80"	1-3/4"	GLASS	PAINTED	50	50.3	18-007-01	IMPACT
2	1	150"	84"	1-3/4"	SECTIONAL GARAGE	PAINTED	42	71.5	18-041-08	IMPACT
3	1	36"	80"	1-3/4"	EXT. STEEL	PAINTED	50	50.3	18-007-01	IMPACT
4	1	36"	80"	1-3/4"	EXT. STEEL	PAINTED	48	48.3	18-007-01	IMPACT
5	1	36"	80"	1-3/4"	EXT. STEEL	PAINTED	-	-	-	1 HIE FINE FINISHED
6	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
7	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
8	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
9	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
10	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
11	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
12	1	72"	80"	1-3/4"	INT. FRENCH	PAINTED	-	-	-	
13	1	36"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
14	2	30"	80"	1-1/2"	BIFOLD	PAINTED	-	-	-	(2) 30" W. BIFOLD
15	2	30"	80"	1-3/4"	BIFOLD	PAINTED	-	-	-	
16	2	30"	80"	1-3/4"	BIFOLD	PAINTED	-	-	-	
17	1	32"	80"	1-3/4"	INT. H.C.	PAINTED	-	-	-	
18	1	152"	80"	1-3/4"	GLASS SLIDER	MILL	47	54	18-128-06	3 PANEL IMPACT
19	1	152"	80"	1-3/4"	GLASS SLIDER	MILL	47	53.8	18-128-06	
20	1	150"	80"	1-3/4"	GLASS SLIDER	MILL	47	53.8	18-128-06	2 PANEL IMPACT

WINDOW SCHEDULE

NO.	QTY.	WD.	HGT.	TYPE	GLASS	FRAME	PSF	APPROVAL NO.	REMARKS
1	1	72"	80"	IMPACT	ALUMINUM	50	50	18-007-01	
2	1	72"	80"	IMPACT	ALUMINUM	50	50	18-007-01	
3	1	42"	36"	IMPACT	ALUMINUM	47.5	50.2	18-007-01	
4	1	36"	40"	IMPACT	ALUMINUM	47.5	50.2	18-007-01	
5	1	36"	40"	IMPACT	ALUMINUM	47.5	50.2	18-007-01	
6	1	60"	36"	IMPACT	ALUMINUM	47.5	50.2	18-007-01	
7	1	36"	36"	IMPACT	ALUMINUM	47.5	50.2	18-007-01	

KEY NOTES

- INSTALL NEW KITCHEN CABINETS & COUNTER TOPS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR CABINET LAYOUT.
- INSTALL NEW KITCHEN ISLAND.
- INSTALL NEW VANITY, ACQUA TUB, SHOWER, & W.C. TILE FLOOR.
- INSTALL NEW VANITY, TUB, SHOWER, W.C. TILE / SHOWER TILE.
- SUPPLY & TILE FLOOR.
- TILE FLOOR.

PLAN NOTES

- CONTRACTOR SHALL PROVIDE ALL FINISH MATERIAL / HARDWARE.
- COORDINATE ALL FINISH MATERIAL, MAKE & MODEL, COST, WITH ARCHITECT.
- CONTRACTOR SHALL SUPPLY KITCHEN CABINET SHOP DRAWINGS.

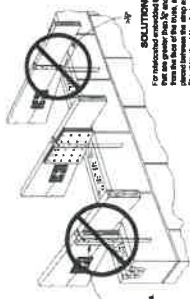
LAUDERDALE BY THE SEA, FL 33062
1624 BEL AIR AVENUE

THESE DRAWINGS ARE PROPERTY OF J.M.P. & ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF J.M.P. & ASSOCIATES, INC.

J.M.P. & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
FLORIDA
J.M.P. & ASSOCIATES, INC.
1777 BEL AIR AVENUE, SUITE 200
LAUDERDALE, FL 33062
(954) 350-8800

OWNER
DATE
DESIGNED BY
DATE
JOB NO.
2000018
FLOOR PLAN
S-5

PROBLEM:
Embedded trans-
esterase
released more
than $\frac{1}{2}$ and less
than $\frac{1}{4}$ from the
face of the tube.



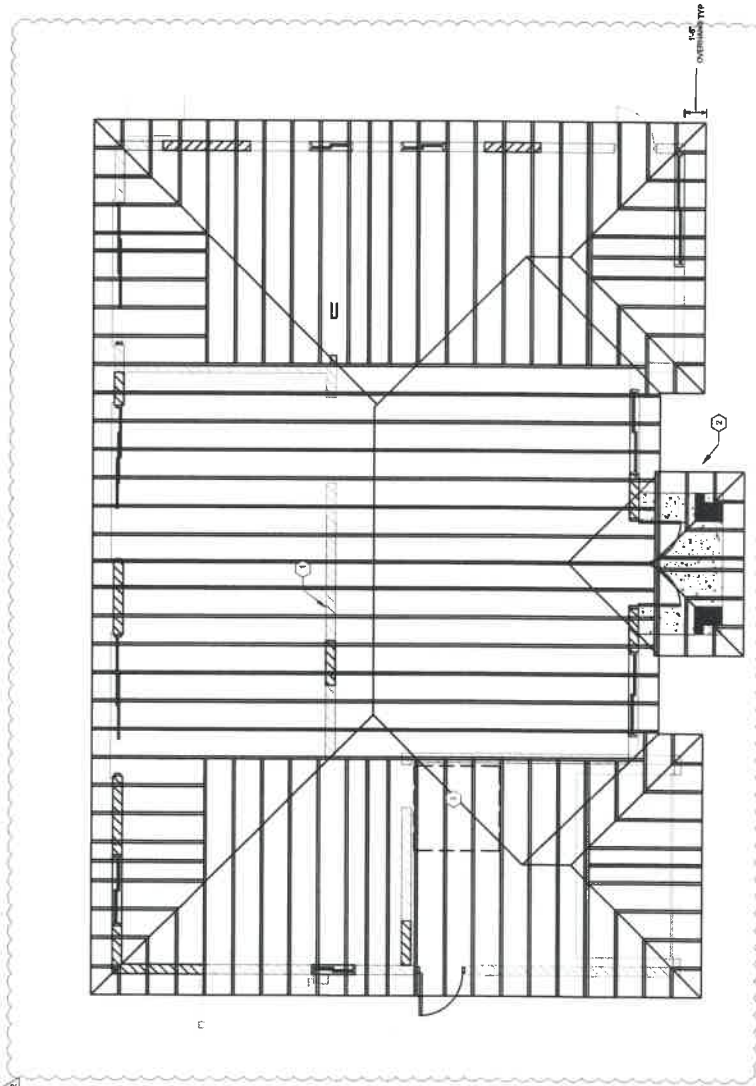
SOLUTION:

For radio-cast embedded steel anchors that are greater than $\frac{3}{8}$ " and less than $1\frac{1}{2}$ " from the face of the tube, a steel must be placed between the steel and the bond.

The steel should be designed by the Tensar Engineer to properly transfer the loads to the connector. When anchors are more than $1\frac{1}{2}$ " from the face of the beam, add new connectors as shown on page 21.

Bookings not shown
for clarity

1000



NOTES:

- REFERENCE SHEET S-4 FOR DIMENSIONS.

NEW ROOF PLAN
10'-6" 1'-0"

2010.12.01

input

Insert *per ASCE 10 Section 26.3 for symbol definitions*

Length = 186 mm	Exposure Category D
Width = 10 ft	
Height = 40 ft	
Depth = 60 ft	

TABLE 1. Factor

Specify K _{at} directly	
K _{at} for walls = 1.00	
K _{at} for roof = 1.00	

MSCE 7-10 Directional Procedure, MNFPRS - Chapter 27, Part 2

ASCE 7-10 Directional Procedure, MWPS-2-Chapter 27, Part 2
This procedure applies to wind loads on enclosed simple shapes on buildings, as defined in Section 26.2

Wind	Total	Windward	Side	Internal
pt	90.0	69.8	-48.2	+/- 14.0
po	90.0	69.8		

Case	1	2	3	4	5
Load Case 1	0.2	-53.5	-82.2	-73.3	-60.1
Load Case 2	0.6	-25.6	0.0	0.0	0.0

NOTES

* PRESSURES SHOWN ABOVE ARE AT FULL VALUE (ASO).

[illegible]

CONNECTION	CONNECTOR	FASTENING	MAX. UP/LIFT (LBS)	MAX. P.L. (LBS)	PRODUCT APPROVAL No.
ALL TRUSSES TO EXTERIOR WALL	SMIPSON META20	19/100 x 1.5	1810	340	FL1473

1300086
2007
1150M

- 1 LOAD BEARING CMU WALL. BELOW TRUSS ENGINEER SHALL SPECIFY GIRDER CONNECTION IF REQUIRED.
- 2 PROVIDE TRUSS ENGINEERING FOR PORCH TRUSSES TO BE SUPPORTED FROM (2) NEW COLUMNS & EXISTING WALLS ONLY.
- 3 PROVIDE 6" x 6" RECESSED TRAY FOR ANU.

- CONTRACTOR TO PROVIDE ALL TRUSS ENGINEERING DOCUMENTS.
- TRUSS ENGINEER SHALL SPECIFY ANY ADDITIONAL CONNECTIONS IF REQUIRED.
- ALL TRUSSES SHOWN AT 24" O.C.
- REFERENCE STRUCTURAL FRAMING NOTES ON SHEET S-1.

1624 BEL AIR AVENUE
LAUDERDALE BY THE SEA, FL 33062

J.B.F.E.
CONSULTING
ENGINEERS
CA32741
ATT RD #506
MEACH, FL 33059 info@jb-pe.com
954.380.6006



Digitally signed by John H. Brown, Jr., DN: cn=John H. Brown, o=John H. Brown, email=john@johnhbrown.com, c=US

DESIGN	00
CHECKED	JR
DATE	07-17-2020
JOB NO.	20200416
NEW ROOF PLAN	
S-6	
24 x 36	

[illegible][illegible]

1 DOUBLE FLOOD - WALL MOUNTED
 2 INCANDESCENT FUTURE - CEILING MOUNTED
 3 INCANDESCENT FUTURE - WALL MOUNTED
 4 RECESSED HURMATH
 5 SINGLE RECEPTACLE
 6 DOUBLE RECEPTACLE @ 12' APART
 7 DIMMER
 8 DIMMER
 9 DIMMER
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WORKING PANELS
 FUSIBLE COMPONENTS: 14K, 15M, 16M, 17M, 18M, 19M, 20M, 21M, 22M, 23M, 24M, 25M, 26M, 27M, 28M, 29M, 30M, 31M, 32M, 33M, 34M, 35M, 36M, 37M, 38M, 39M, 40M, 41M, 42M, 43M, 44M, 45M, 46M, 47M, 48M, 49M, 50M, 51M, 52M, 53M, 54M, 55M, 56M, 57M, 58M, 59M, 60M, 61M, 62M, 63M, 64M, 65M, 66M, 67M, 68M, 69M, 70M, 71M, 72M, 73M, 74M, 75M, 76M, 77M, 78M, 79M, 80M, 81M, 82M, 83M, 84M, 85M, 86M, 87M, 88M, 89M, 90M, 91M, 92M, 93M, 94M, 95M, 96M, 97M, 98M, 99M, 100M, 101M, 102M, 103M, 104M, 105M, 106M, 107M, 108M, 109M, 110M, 111M, 112M, 113M, 114M, 115M, 116M, 117M, 118M, 119M, 120M, 121M, 122M, 123M, 124M, 125M, 126M, 127M, 128M, 129M, 130M, 131M, 132M, 133M, 134M, 135M, 136M, 137M, 138M, 139M, 140M, 141M, 142M, 143M, 144M, 145M, 146M, 147M, 148M, 149M, 150M, 151M, 152M, 153M, 154M, 155M, 156M, 157M, 158M, 159M, 160M, 161M, 162M, 163M, 164M, 165M, 166M, 167M, 168M, 169M, 170M, 171M, 172M, 173M, 174M, 175M, 176M, 177M, 178M, 179M, 180M, 181M, 182M, 183M, 184M, 185M, 186M, 187M, 188M, 189M, 190M, 191M, 192M, 193M, 194M, 195M, 196M, 197M, 198M, 199M, 200M, 201M, 202M, 203M, 204M, 205M, 206M, 207M, 208M, 209M, 210M, 211M, 212M, 213M, 214M, 215M, 216M, 217M, 218M, 219M, 220M, 221M, 222M, 223M, 224M, 225M, 226M, 227M, 228M, 229M, 230M, 231M, 232M, 233M, 234M, 235M, 236M, 237M, 238M, 239M, 240M, 241M, 242M, 243M, 244M, 245M, 246M, 247M, 248M, 249M, 250M, 251M, 252M, 253M, 254M, 255M, 256M, 257M, 258M, 259M, 260M, 261M, 262M, 263M, 264M, 265M, 266M, 267M, 268M, 269M, 270M, 271M, 272M, 273M, 274M, 275M, 276M, 277M, 278M, 279M, 280M, 281M, 282M, 283M, 284M, 285M, 286M, 287M, 288M, 289M, 290M, 291M, 292M, 293M, 294M, 295M, 296M, 297M, 298M, 299M, 300M, 301M, 302M, 303M, 304M, 305M, 306M, 307M, 308M, 309M, 310M, 311M, 312M, 313M, 314M, 315M, 316M, 317M, 318M, 319M, 320M, 321M, 322M, 323M, 324M, 325M, 326M, 327M, 328M, 329M, 330M, 331M, 332M, 333M, 334M, 335M, 336M, 337M, 338M, 339M, 340M, 341M, 342M, 343M, 344M, 345M, 346M, 347M, 348M, 349M, 350M, 351M, 352M, 353M, 354M, 355M, 356M, 357M, 358M, 359M, 360M, 361M, 362M, 363M, 364M, 365M, 366M, 367M, 368M, 369M, 370M, 371M, 372M, 373M, 374M, 375M, 376M, 377M, 378M, 379M, 380M, 381M, 382M, 383M, 384M, 385M, 386M, 387M, 388M, 389M, 390M, 391M, 392M, 393M, 394M, 395M, 396M, 397M, 398M, 399M, 400M, 401M, 402M, 403M, 404M, 405M, 406M, 407M, 408M, 409M, 410M, 411M, 412M, 413M, 414M, 415M, 416M, 417M, 418M, 419M, 420M, 421M, 422M, 423M, 424M, 425M, 426M, 427M, 428M, 429M, 430M, 431M, 432M, 433M, 434M, 435M, 436M, 437M, 438M, 439M, 440M, 441M, 442M, 443M, 444M, 445M, 446M, 447M, 448M, 449M, 450M, 451M, 452M, 453M, 454M, 455M, 456M, 457M, 458M, 459M, 460M, 461M, 462M, 463M, 464M, 465M, 466M, 467M, 468M, 469M, 470M, 471M, 472M, 473M, 474M, 475M, 476M, 477M, 478M, 479M, 480M, 481M, 482M, 483M, 484M, 485M, 486M, 487M, 488M, 489M, 490M, 491M, 492M, 493M, 494M, 495M, 496M, 497M, 498M, 499M, 500M, 501M, 502M, 503M, 504M, 505M, 506M, 507M, 508M, 509M, 510M, 511M, 512M, 513M, 514M, 515M, 516M, 517M, 518M, 519M, 520M, 521M, 522M, 523M, 524M, 525M, 526M, 527M, 528M, 529M, 530M, 531M, 532M, 533M, 534M, 535M, 536M, 537M, 538M, 539M, 540M, 541M, 542M, 543M, 544M, 545M, 546M, 547M, 548M, 549M, 550M, 551M, 552M, 553M, 554M, 555M, 556M, 557M, 558M, 559M, 560M, 561M, 562M, 563M, 564M, 565M, 566M, 567M, 568M, 569M, 570M, 571M, 572M, 573M, 574M, 575M, 576M, 577M, 578M, 579M, 580M, 581M, 582M, 583M, 584M, 585M, 586M, 587M, 588M, 589M, 590M, 591M, 592M, 593M, 594M, 595M, 596M, 597M, 598M, 599M, 600M, 601M, 602M, 603M, 604M, 605M, 606M, 607M, 608M, 609M, 610M, 611M, 612M, 613M, 614M, 615M, 616M, 617M, 618M, 619M, 620M, 621M, 622M, 623M, 624M, 625M, 626M, 627M, 628M, 629M, 630M, 631M, 632M, 633M, 634M, 635M, 636M, 637M, 638M, 639M, 640M, 641M, 642M, 643M, 644M, 645M, 646M, 647M, 648M, 649M, 650M, 651M, 652M, 653M, 654M, 655M, 656M, 657M, 658M, 659M, 660M, 661M, 662M, 663M, 664M, 665M, 666M, 667M, 668M, 669M, 670M, 671M, 672M, 673M, 674M, 675M, 676M, 677M, 678M, 679M, 680M, 681M, 682M, 683M, 684M, 685M, 686M, 687M, 688M, 689M, 690M, 691M, 692M, 693M, 694M, 695M, 696M, 697M, 698M, 699M, 700M, 701M, 702M, 703M, 704M, 705M, 706M, 707M,

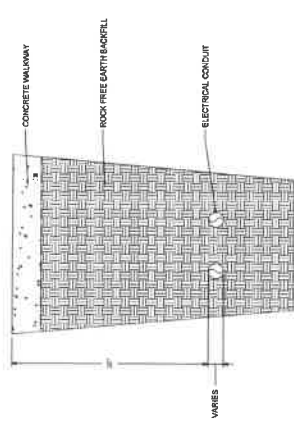
- * REFERENCE DETAIL PLANS SUBMITTED UNDER PERMIT # LBS 20-00704
- ALL ELECTRICAL COMPONENTS SHALL BE NEW, REUSE OF EXISTING WIRE, CONDUIT, OR OTHER ELECTRICAL COMPONENTS IS PROHIBITED.
- HOME PREVIOUSLY CAUGHT FIRE
- PROVIDE ALL FIXTURES COMPLETE WITH BULBS & TRIM READY FOR USE.

- REPLACE METER & HOUSING W/ NEW 225A COMBO METER.
- INSTALL NEW 225A PANEL AND NEW 60A PANEL.
- INSTALL NEW UNDERGROUND SERVICE FROM POLE TO NEW 225A METER.
- INSTALL NEW CRT'S, EQUIPMENT, & FIXTURES AS SHOWN. GAIN OWNERS APPROVAL ON ALL FINISHES & FINAL LOCATIONS PRIOR TO ORDERING / INSTALLING.

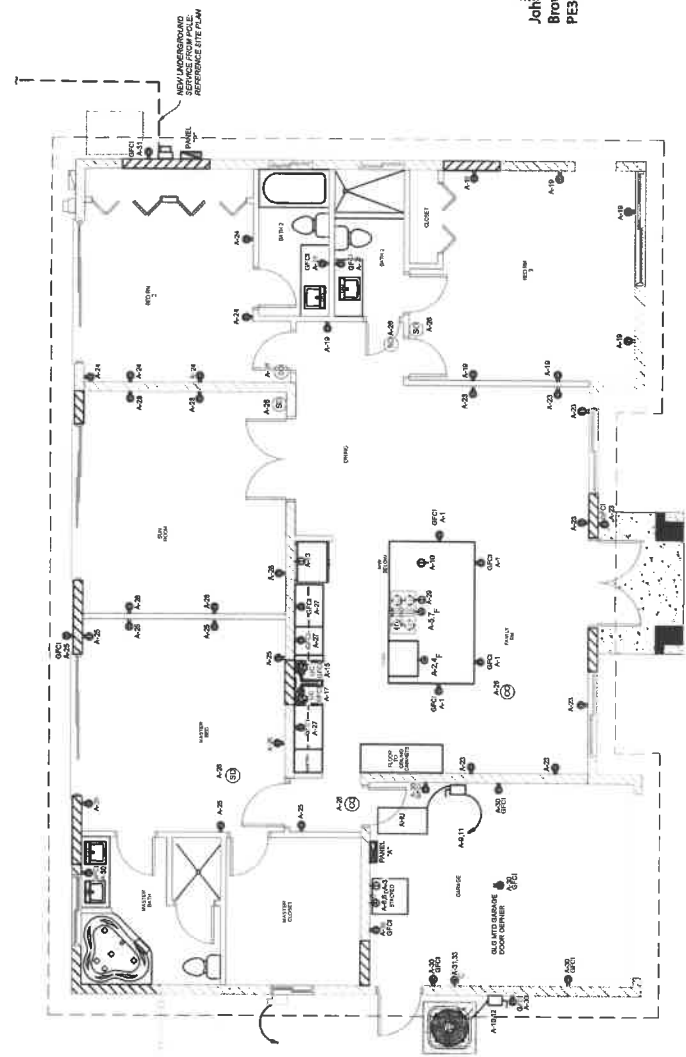
NTS

APPROPRIATE APPROVED BY _____ DATE _____ OFFICE OF THE DIRECTOR 1775 Second St. 10th Floor San Francisco, CA 94107-2095		PROJECT PROJECT NO. 127 PROJECT NAME:	
DESIGNER DESIGNER NO. 127 DESIGNER NAME:		CLIENT CLIENT NO. 127 CLIENT NAME:	
LOCATION LOCATION NO. 127 LOCATION NAME:		DATE DATE NO. 127 DATE NAME:	
DESCRIPTION DESCRIPTION NO. 127 DESCRIPTION NAME:		REMARKS REMARKS NO. 127 REMARKS NAME:	
APPROVAL APPROVAL NO. 127 APPROVAL NAME:		REVISION REVISION NO. 127 REVISION NAME:	
DETAILS DETAILS NO. 127 DETAILS NAME:		NOTES NOTES NO. 127 NOTES NAME:	
CONTRACT CONTRACT NO. 127 CONTRACT NAME:		AGREEMENT AGREEMENT NO. 127 AGREEMENT NAME:	
TERMS TERMS NO. 127 TERMS NAME:		CONDITIONS CONDITIONS NO. 127 CONDITIONS NAME:	
WARRANTY WARRANTY NO. 127 WARRANTY NAME:		DISCLAIMER DISCLAIMER NO. 127 DISCLAIMER NAME:	
LIMITATION LIMITATION NO. 127 LIMITATION NAME:		EXCLUSION EXCLUSION NO. 127 EXCLUSION NAME:	
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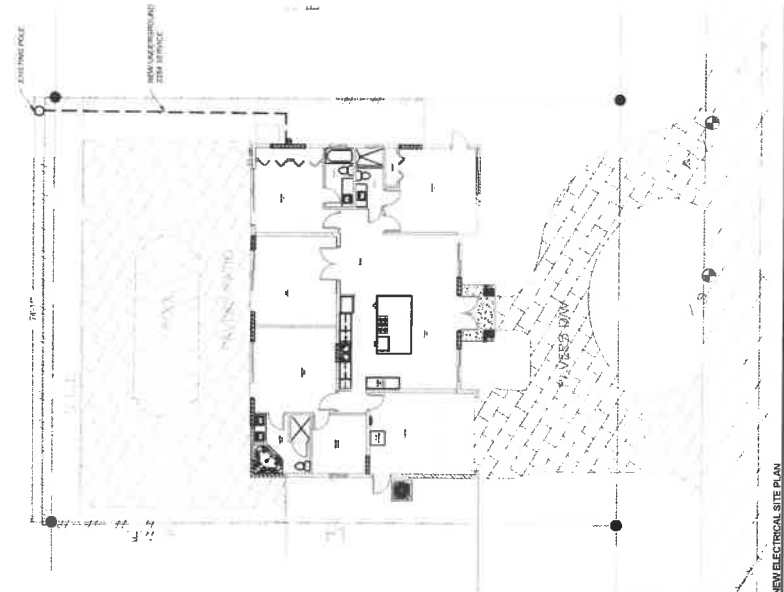
END



UNDERGROUND ELECTRICAL CONDUIT DETAIL
NTS



NEW POWER PLAN
1/4" = 1'-0"



NEW ELECTRICAL SITE PLAN

E-3

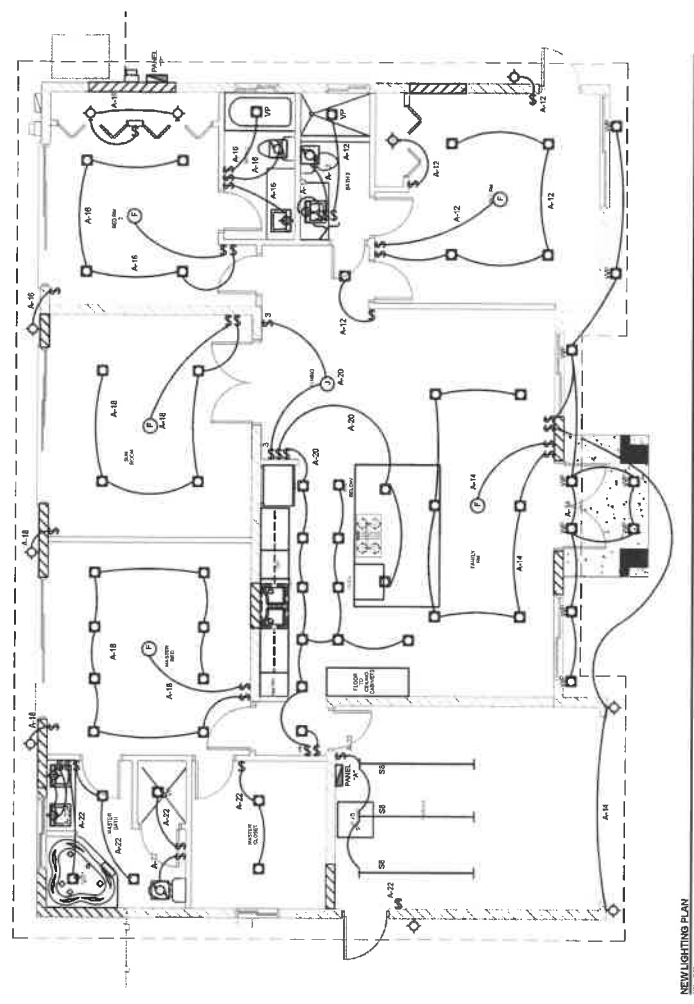
DATE	06-11-2020
DESIGNED BY	JOHN BROWN
CHECKED BY	JOHN BROWN
DATE	06-11-2020
PROJECT NO.	20000015
PROJECT NAME	LAUDERDALE BY THE SEA, FL 33062
PROJECT TYPE	RESIDENTIAL



J.B.P.E.
ENGINEERING
 1777 W. COUNTY RD. #100
 FORT MYERS BEACH, FL 33908
 888-888-8888
 239-333-8888

1624 BEL AIR AVENUE
 LAUDERDALE BY THE SEA, FL 33062

REVISION



THESE DRAWINGS ARE PROPERTY OF J.B.P.E. USE OF THESE DRAWINGS WITHOUT PERMISSION FROM THE ENGINEER IS PROHIBITED AND A VIOLATION OF THE P.E.

[illegible]

1. VERIFY EXIST LOCATION WITH ARCHITECT/BUILDER PRIOR TO INSTALLATION.

2. CONTRACTOR SHALL VERIFY:

3. FOUNDATIONS, TIE-BARS AND ANY OTHER ITEMS, EASE, EASEMENTS, TAXES, FEES, INSURANCE, TESTS AND ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY.

4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO START OF WORK BY THE CONTRACTOR SHALL BE CONSIDERED ACCEPTANCE BY ALL OF ALLS.

5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO START OF WORK BY THE CONTRACTOR SHALL BE CONSIDERED ACCEPTANCE BY ALL OF ALLS.

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[illegible][illegible]

TAG	MAKE & MODEL	GPM	CONNECTION	FLA / MOP	VOLT / PH	BTU / H
RW44-1	RINNAI V946	9.3	3/4"	4 / 15 A	120 / 1	199,000
RW44-2	RINNAI V949	8.8	3/4"	4 / 15 A	120 / 1	199,000

	$\bar{z}_1$	$\bar{z}_2$	$\bar{z}_3$	$\bar{z}_4$
LAVATORY		$\bar{z}_1$	$1\frac{1}{2}$	1
BATHSLIP	$\bar{z}_1$	$\bar{z}_2$	$1\frac{1}{2}$	2
SHOWER	$\bar{z}_1$	$\bar{z}_2$	$\bar{z}_3$	2
WATER CLOSET (TANK)	$\bar{z}_1$	-	$\bar{z}_3$	4
KITCHEN SINK	$\bar{z}_1$	$\bar{z}_2$	$1\frac{1}{2}$	2
WASHING MACHINE	$\bar{z}_1$	$\bar{z}_2$	$\bar{z}_3$	3
DISHWASHER	-	$\bar{z}_1$	$1\frac{1}{2}$	2

- ALL GLASS INSTALLED IN HAZARDOUS LOCATIONS SHALL BE FULLY RATED.
- 2" DIA. MINIMUM GLASS PANES.
- ALL GLASS SHALL BE FULLY SUPPORTED AND PROTECTED.
- NO JOINTS UNDERGROUND OR COUPLED.
- FLEXING FEATURES SHALL COMPLY WITH REC-P-BOL, REV. 1.2, AND SHALL BE FULLY TESTED TO PROVE THE DESIGN.
- MOVING VALVES OR TURBOCHARGERS MUST NOT WATER TEMP. TO 100°F.
- ALL VALVES MUST BE FULLY TESTED TO PROVE DESIGN.
- INSTALL VALGULIM BRANCHES ON ALL PRESS. FEED LINES & MAIN FLOW LINES.
- MAIN FLOW LINES:
 - 1.5" 200 PSI
 - 2.0" 300 PSI
 - 2.5" 400 PSI
 - 3.0" 500 PSI
 - 3.5" 600 PSI
 - 4.0" 700 PSI
 - 4.5" 800 PSI
 - 5.0" 900 PSI
 - 5.5" 1000 PSI
 - 6.0" 1100 PSI
 - 6.5" 1200 PSI
 - 7.0" 1300 PSI
 - 7.5" 1400 PSI
 - 8.0" 1500 PSI
 - 8.5" 1600 PSI
 - 9.0" 1700 PSI
 - 9.5" 1800 PSI
 - 10.0" 1900 PSI
 - 10.5" 2000 PSI
 - 11.0" 2100 PSI
 - 11.5" 2200 PSI
 - 12.0" 2300 PSI
 - 12.5" 2400 PSI
 - 13.0" 2500 PSI
 - 13.5" 2600 PSI
 - 14.0" 2700 PSI
 - 14.5" 2800 PSI
 - 15.0" 2900 PSI
 - 15.5" 3000 PSI
 - 16.0" 3100 PSI
 - 16.5" 3200 PSI
 - 17.0" 3300 PSI
 - 17.5" 3400 PSI
 - 18.0" 3500 PSI
 - 18.5" 3600 PSI
 - 19.0" 3700 PSI
 - 19.5" 3800 PSI
 - 20.0" 3900 PSI
 - 20.5" 4000 PSI
 - 21.0" 4100 PSI
 - 21.5" 4200 PSI
 - 22.0" 4300 PSI
 - 22.5" 4400 PSI
 - 23.0" 4500 PSI
 - 23.5" 4600 PSI
 - 24.0" 4700 PSI
 - 24.5" 4800 PSI
 - 25.0" 4900 PSI
 - 25.5" 5000 PSI
 - 26.0" 5100 PSI
 - 26.5" 5200 PSI
 - 27.0" 5300 PSI
 - 27.5" 5400 PSI
 - 28.0" 5500 PSI
 - 28.5" 5600 PSI
 - 29.0" 5700 PSI
 - 29.5" 5800 PSI
 - 30.0" 5900 PSI
 - 30.5" 6000 PSI
 - 31.0" 6100 PSI
 - 31.5" 6200 PSI
 - 32.0" 6300 PSI
 - 32.5" 6400 PSI
 - 33.0" 6500 PSI
 - 33.5" 6600 PSI
 - 34.0" 6700 PSI
 - 34.5" 6800 PSI
 - 35.0" 6900 PSI
 - 35.5" 7000 PSI
 - 36.0" 7100 PSI
 - 36.5" 7200 PSI
 - 37.0" 7300 PSI
 - 37.5" 7400 PSI
 - 38.0" 7500 PSI
 - 38.5" 7600 PSI
 - 39.0" 7700 PSI
 - 39.5" 7800 PSI
 - 40.0" 7900 PSI
 - 40.5" 8000 PSI
 - 41.0" 8100 PSI
 - 41.5" 8200 PSI
 - 42.0" 8300 PSI
 - 42.5" 8400 PSI
 - 43.0" 8500 PSI
 - 43.5" 8600 PSI
 - 44.0" 8700 PSI
 - 44.5" 8800 PSI
 - 45.0" 8900 PSI
 - 45.5" 9000 PSI
 - 46.0" 9100 PSI
 - 46.5" 9200 PSI
 - 47.0" 9300 PSI
 - 47.5" 9400 PSI
 - 48.0" 9500 PSI
 - 48.5" 9600 PSI
 - 49.0" 9700 PSI
 - 49.5" 9800 PSI
 - 50.0" 9900 PSI
 - 50.5" 10000 PSI
 - 51.0" 10100 PSI
 - 51.5" 10200 PSI
 - 52.0" 10300 PSI
 - 52.5" 10400 PSI
 - 53.0" 10500 PSI
 - 53.5" 10600 PSI
 - 54.0" 10700 PSI
 - 54.5" 10800 PSI
 - 55.0" 10900 PSI
 - 55.5" 11000 PSI
 - 56.0" 11100 PSI
 - 56.5" 11200 PSI
 - 57.0" 11300 PSI
 - 57.5" 11400 PSI
 - 58.0" 11500 PSI
 - 58.5" 11600 PSI
 - 59.0" 11700 PSI
 - 59.5" 11800 PSI
 - 60.0" 11900 PSI
 - 60.5" 12000 PSI
 - 61.0" 12100 PSI
 - 61.5" 12200 PSI
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 - 62.5" 12400 PSI
 - 63.0" 12500 PSI
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 - 64.0" 12700 PSI
 - 64.5" 12800 PSI
 - 65.0" 12900 PSI
 - 65.5" 13000 PSI
 - 66.0" 13100 PSI
 - 66.5" 13200 PSI
 - 67.0" 13300 PSI
 - 67.5" 13400 PSI
 - 68.0" 13500 PSI
 - 68.5" 13600 PSI
 - 69.0" 13700 PSI
 - 69.5" 13800 PSI
 - 70.0" 13900 PSI
 - 70.5" 14000 PSI
 - 71.0" 14100 PSI
 - 71.5" 14200 PSI
 - 72.0" 14300 PSI
 - 72.5" 14400 PSI
 - 73.0" 14500 PSI
 - 73.5" 14600 PSI
 - 74.0" 14700 PSI
 - 74.5" 14800 PSI
 - 75.0" 14900 PSI
 - 75.5" 15000 PSI
 - 76.0" 15100 PSI
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 - 77.0" 15300 PSI
 - 77.5" 15400 PSI
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 - 79.0" 15700 PSI
 - 79.5" 15800 PSI
 - 80.0" 15900 PSI
 - 80.5" 16000 PSI
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 - 81.5" 16200 PSI
 - 82.0" 16300 PSI
 - 82.5" 16400 PSI
 - 83.0" 16500 PSI
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 - 99.5" 19800 PSI
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 - 100.5" 20000 PSI
 - 101.0" 20100 PSI
 - 101.5" 20200 PSI
 - 102.0" 20300 PSI
 - 102.5" 20400 PSI
 - 103.0" 20500 PSI
 - 103.5" 20600 PSI
 - 104.0" 20700 PSI
 - 104.5" 20800 PSI
 - 105.0" 20900 PSI
 - 105.5" 21000 PSI
 - 106.0" 21100 PSI
 - 106.5" 21200 PSI
 - 107.0" 21300 PSI
 - 107.5" 21400 PSI
 - 108.0" 21500 PSI
 - 108.5" 21600 PSI
 - 109.0" 21700 PSI
 - 109.5" 21800 PSI
 - 110.0" 21900 PSI
 - 110.5" 22000 PSI
 - 111.0" 22100 PSI
 - 111.

- INSTALL NEW SANITARY & SUPPLY LINES AS SHOWN.
- INSTALL NEW DRAIN LINES AS SHOWN.
- INSTALL NEW WATER METER
- INSTALL NEW CITY SERVICE FROM MUNICIPAL WATER SUPPLY.
- INSTALL 2" TOWNS
- REMOVE EXISTING SEWER LINES ON ALL SERVICES & FINAL LOCATIONS PRIOR TO ORDERING & INSTALLING.

TRAP SIZE	DISTANCE FROM VENT
1"	6'
1 1/2"	6'
2"	6'
3"	12'
4"	16'

NEW TGMH TANKLESS GAS WATER HEATER

REVISIONS

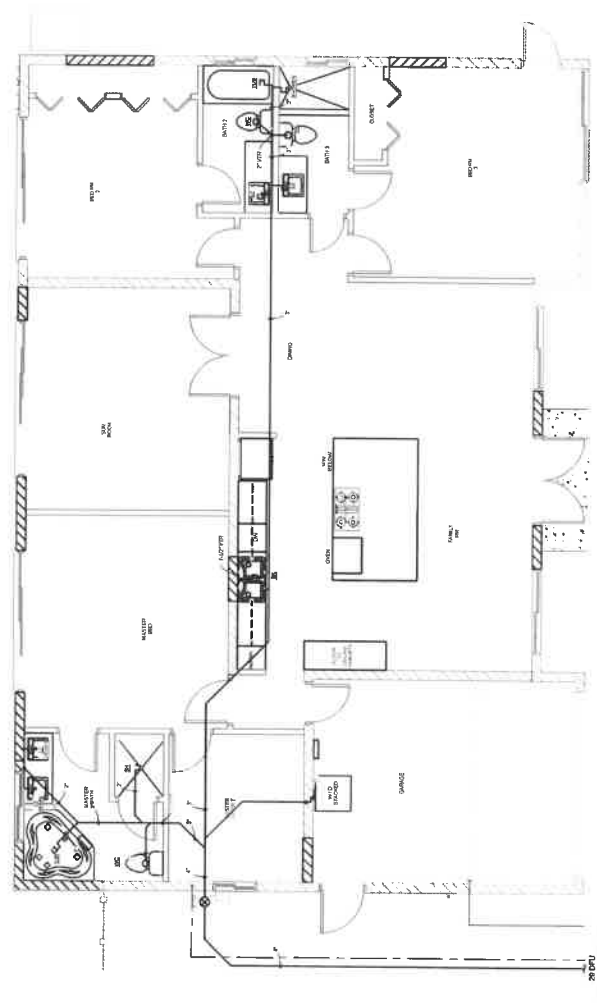
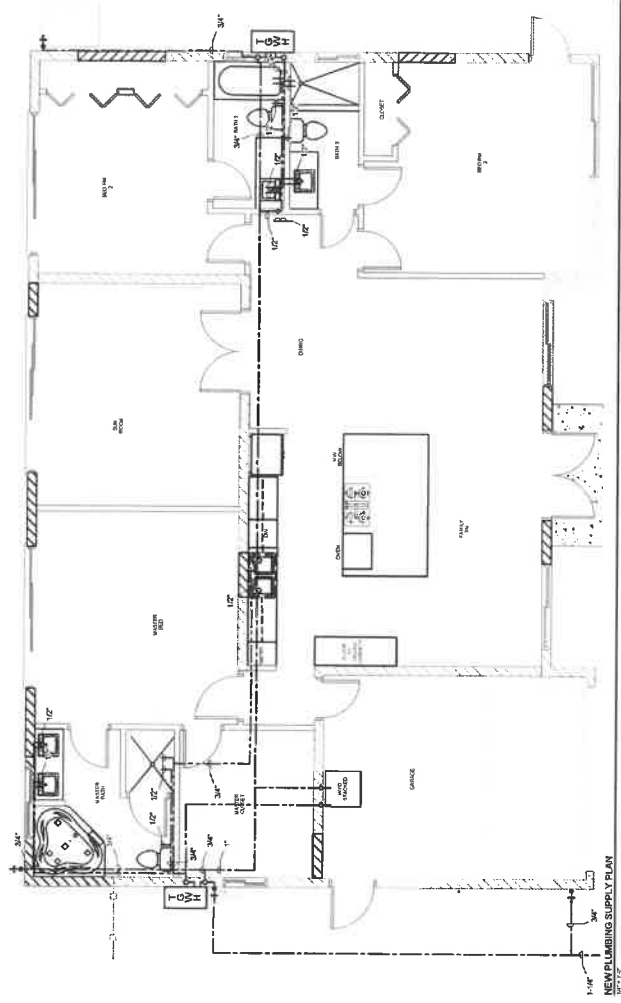
1624 BEL AIR AVENUE
LAUDERDALE BY THE SEA, FL 33062

THESE DRAWINGS ARE PROPERTY OF J.B.P.E. INC. AND ARE NOT TO BE USED OR REPRODUCED WITHOUT PERMISSION FROM THE ENGINEER IN CHARGE AND A NOTATION OF THE P.E.

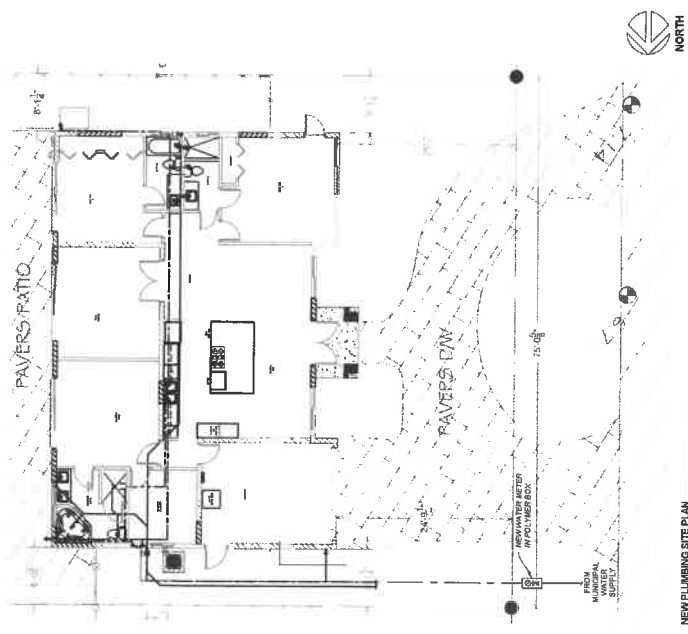
J.B.P.E. INC.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA
PE30067

PROJECT NO. 20200418
DATE: 07/27/2020
DRAWN BY: J.B.P.E. INC.
CHECKED BY: J.B.P.E. INC.
DATE: 07/27/2020

P-2



TO STREET CONNECTION
NEW PLUMBING SANITARY PLAN



- SCOPE OF WORK**
- INSTALL NEW SANITARY & SUPPLY LINES AS SHOWN.
 - INSTALL NEW WATER METER & SERVICE LINES AS SHOWN.
 - INSTALL NEW CITY SERVICE FROM MUNICIPAL WATER.
 - INSTALL & TIE IN TO MAIN LINE ON ALL FINISHES & PAVAL.
 - LOCATIONS PRIOR TO ORDERING/INSTALLATION.

P-3	
2.11.20	
DATE	2.11.20
PROJECT	NEW TALLEMERE TOWERS
NO.	07-17-2002
DATE	07-17-2002
BY	JOB
CHECKED	BY

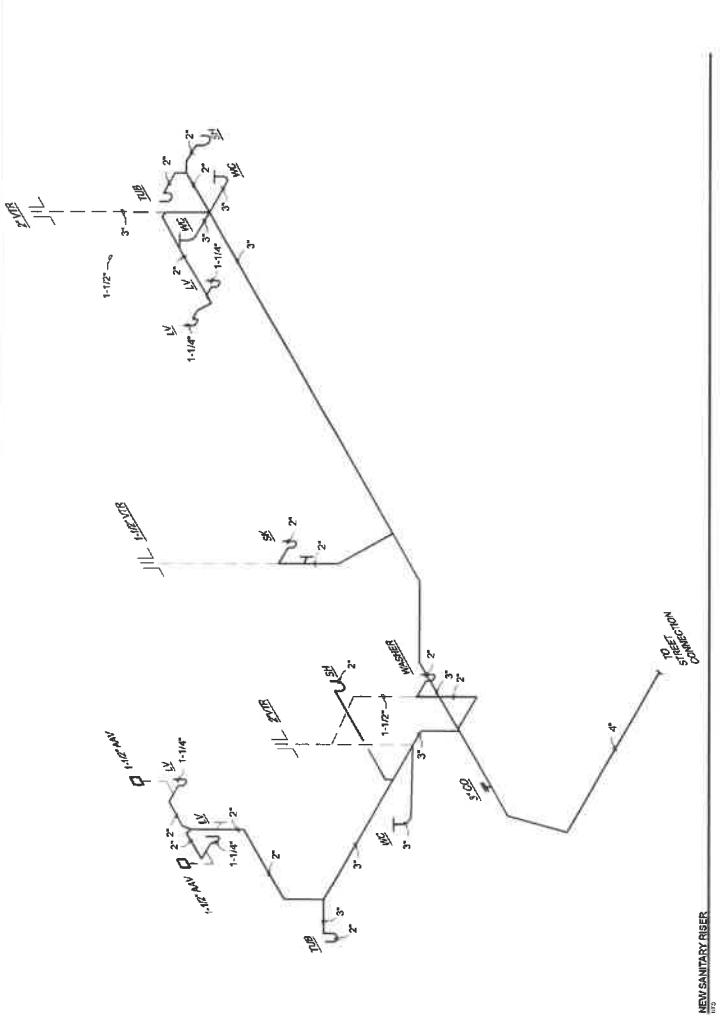
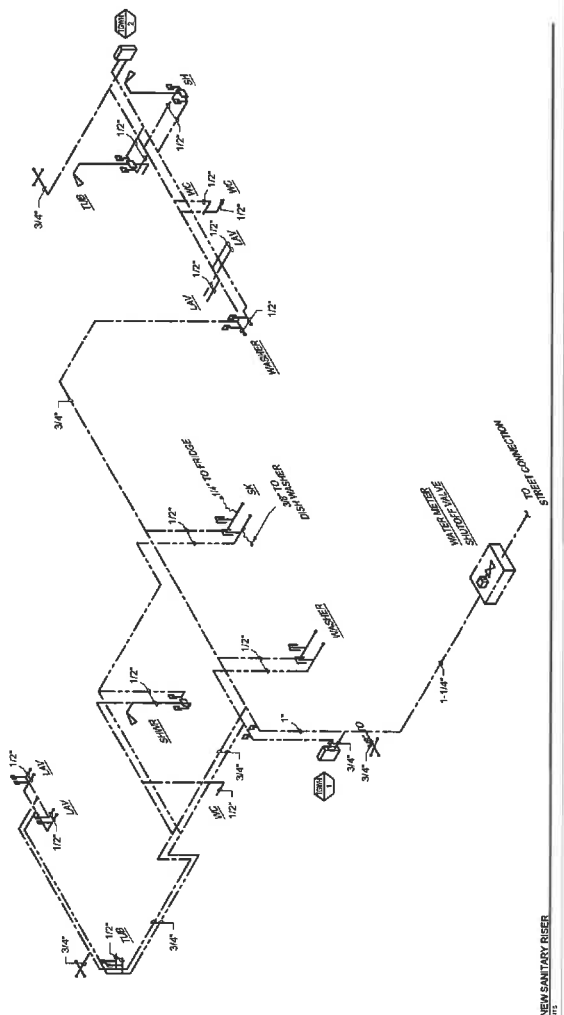
JOHN H. BROOKS, P.E.
Professional Engineer
No. 2006
State of Florida
Civil
1777 W. OCEAN BLVD., SUITE 100
FORT LAUDERDALE, FL 33304
P.E. No. 12008
www.jhbrooks.com

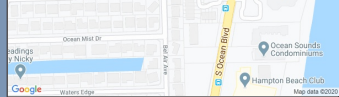
J.H. BROOKS & ASSOCIATES, P.A.
1777 W. OCEAN BLVD., SUITE 100
FORT LAUDERDALE, FL 33304
P.E. No. 12008
www.jhbrooks.com

1624 BEL AIR AVENUE
LAUDERDALE BY THE SEA, FL 33062

REVISIONS

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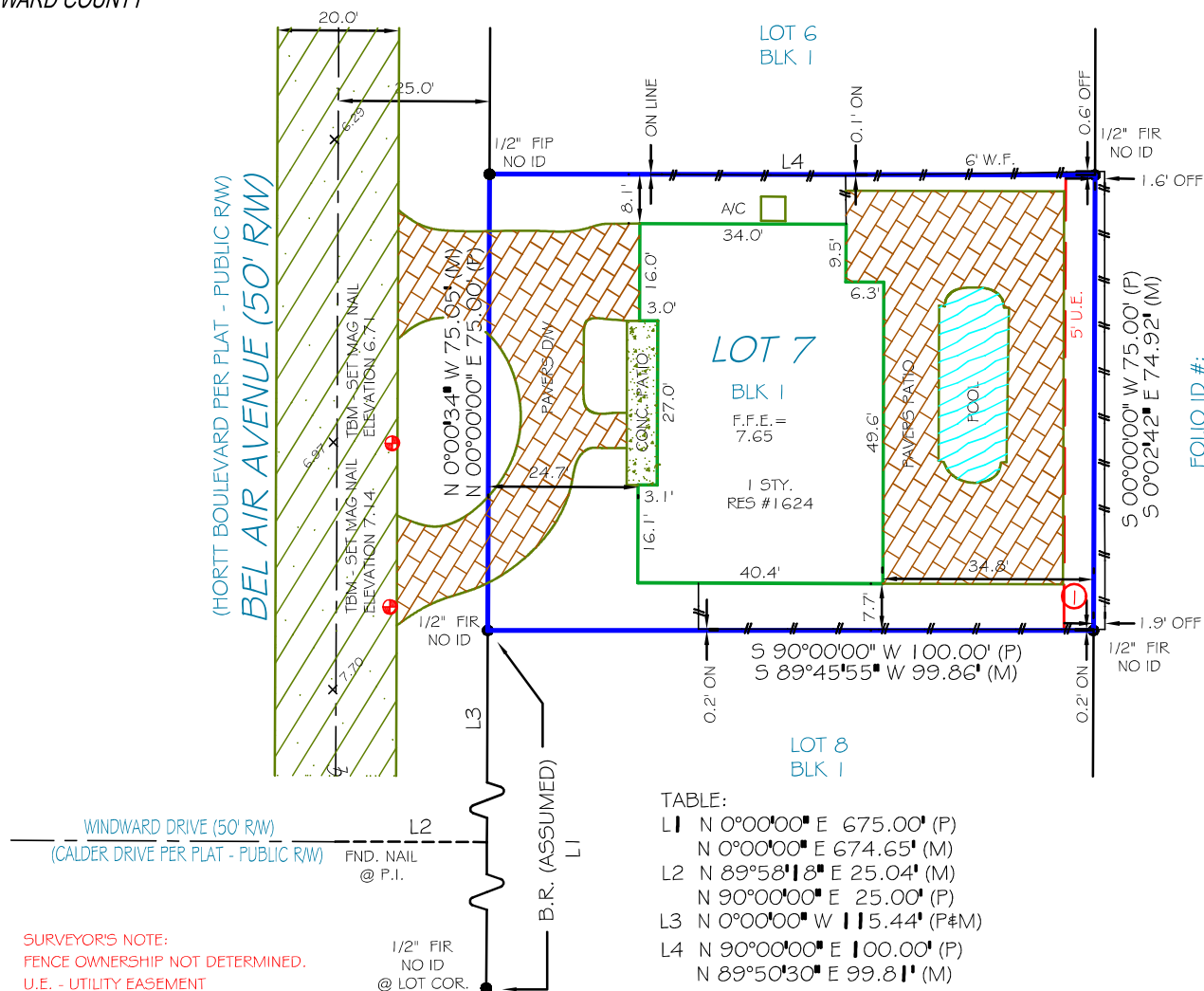
PROPERTY ADDRESS: 1624 BEL AIR AVENUE, LAUDERDALE BY THE SEA, FLORIDA 33062

SURVEY NUMBER: 2002.1494

FIELD WORK DATE: 2/11/2020

REVISION DATE(S): (REV.1 2/13/2020) (REV.1 2/10/2020)

2002.1494

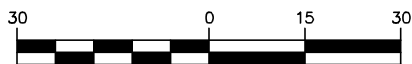
BOUNDARY SURVEY
BROWARD COUNTY

SURVEYOR'S NOTE:
 FENCE OWNERSHIP NOT DETERMINED.
 U.E. - UTILITY EASEMENT
 F.F.E. = FINISHED FLOOR ELEVATION

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

RONALD W. WALLING
 State of Florida Professional Surveyor and Mapper
 License No. 6473

THE ELEVATIONS SHOWN HEREON WERE OBTAINED USING GPS IN CONJUNCTION WITH REAL TIME NETWORK L-NET NAVD 88 DATUM
 * DENOTES EXISTING ELEVATION IN NAVD 1988 DATUM



GRAPHIC SCALE (In Feet)
 1 inch = 30' ft.



Use of This Survey for Purposes other than Intended, Without Written Verification, will be at the User's Sole Risk and Without Liability to the Surveyor.
 Nothing hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN THE TOWN OF LAUDERDALE - BY- THE SEA, COMMUNITY NUMBER 125123, DATED 08/18/14.

POINTS OF INTEREST

1. 6' WOOD FENCE OVER 5' UTILITY EASEMENT

CLIENT NUMBER:

DATE: 02/13/20

BUYER:



**AFFILIATE
MEMBERS** 179

JOB SPECIFIC SURVEYOR NOTES:

THE ASSUMED BEARING REFERENCE OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST IS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF BEL AIR AVENUE, LOCATED WITHIN BEL AIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Exacta Land Surveyors, LLC. by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a 1/2" diameter, 18" iron rebar with a cap stamped LB# 8291.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Exacta Land Surveyors, LLC.. Additional logo or references to third party firms are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

LEGEND:

LINETYPES: (UNLESS OTHERWISE NOTED)	
BOUNDARY LINE	IRON FENCE
STRUCTURE	OVERHEAD LINES
CENTERLINE	CHIL CHIL CHIL
CHAIN-LINK OR WIRE FENCE	SURVEY TIE LINE
EASEMENT	WALL OR PARTY WALL
EDGE OF WATER	WOOD FENCE
	VINYL FENCE

SURVEYOR'S LEGEND

SURFACE TYPES: (UNLESS OTHERWISE NOTED)	
ASPHALT	BRICK OR TILE
CONCRETE	COVERED AREA
WATER	WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)	
BENCH MARK	FIRE HYDRANT
CENTERLINE	FND OR SET MONUMENT
CENTRAL ANGLE OR DELTA	GUYWIRE OR ANCHOR
COMMON OWNERSHIP	MANHOLE
CONTROL POINT	TREE
CONCRETE MONUMENT	UTILITY OR LIGHT POLE
CATCH BASIN	WELL
ELEVATION	

(C)	CALCULATED	E.O.W.	EDGE OF WATER
(D)	DEED	ELEV.	ELEVATION
(F)	FIELD	EM	ELECTRIC METER
(M)	MEASURED	ENCL.	ENCLOSURE
(P)	PLAT	ENT.	ENTRANCE
(R)	RECORD	EUB	ELECTRIC UTILITY BOX
(S)	SURVEY	F.F.	FINISHED FLOOR
A.S.B.L.	ACCESSORY SETBACK LINE	F.O.P.	EDGE OF PAVEMENT
A/C	AIR CONDITIONING	F/DH	FOUND DRILL HOLE
B.C.	BLOCK CORNER	FCM	FND. CONCRETE MONUMENT
B.F.P.	BACKFLOW PREVENTOR	FIP	FOUND IRON PIPE
B.R.	BEARING REFERENCE	FIPC	FOUND IRON PIPE & CAP
B.R.L.	BUILDING RESTRICTION LINE	FIR	FOUND IRON ROD
B/W	BAY/BOX WINDOW	FIRC	FOUND IRON ROD & CAP
BLDG.	BUILDING	FN	FOUND NAIL
BLK.	BLOCK	FN&D	FOUND NAIL AND DISC
BM	BENCHMARK	FND.	FOUND
BSMT.	BASEMENT	FPKN	FOUND PARKER-KALON NAIL
C	CURVE	FPKN&D	FOUND PK NAIL & DISC
C.B.	CONCRETE BLOCK	FRSPK	FOUND RAILROAD SPIKE
C.L.F.	CHAIN LINK FENCE	GAR.	GARAGE
C.O.	CLEAN OUT	GM	GAS METER
C.V.G.	CONCRETE VALLEY GUTTER	ID.	IDENTIFICATION
C/L	CENTER LINE	ILL.	ILLEGIBLE
C/P	COVERED PORCH	INST.	INSTRUMENT
C/S	CONCRETE SLAB	INT.	INTERSECTION
CATV	CABLE TV RISER	L	LENGTH
CH	CHORD BEARING	LB#	LICENSE # - BUSINESS
CHIM.	CHIMNEY	LS#	LICENSE # - SURVEYOR
CONC.	CONCRETE	M.B.	MAP BOOK
COR.	CORNER	M.E.S.	MITERED END SECTION
CS/W	CONCRETE SIDEWALK	M.F.	METAL FENCE
D.F.	DRAIN FIELD	MES	MITERED END SECTION
D.H.	DRILL HOLE	MH	MANHOLE
D/W	DRIVEWAY	N.R.	NON RADIAL

N.T.S.	NOT TO SCALE
NAV88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
PI.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PP.	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS OR RADIAL

R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
S/GD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE

A.E.	ACCESS EASEMENT
A.N.E.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT

ELECTRONIC SIGNATURE:

In complete accordance with Florida Statute 472.025 and Pursuant to the Electronic Signature Act of 1996 or Florida Statute TITLE XXXIX, Chapter 668, if this document was received electronically via PDF, then it has been lawfully Electronically Signed. Therefore, this survey PDF, if authentic, is completely official and insurable. In order to validate the "Electronic Signature" of PDF surveys sent via www.surveystars.com, you must use a hash calculator. A free hash calculator is available for download at:

www.softpedia.com/get/System/File-Management/Hash-Calculator-Kirill.shtml
In order to validate the Electronic Signature of any survey PDF sent via www.surveystars.com:

1. Download the Hash Calculator available at: www.softpedia.com/get/System/File-Management/Hash-Calculator-Kirill.shtml
2. Save the Survey PDF onto your computer from www.surveystars.com or from the email sent from www.surveystars.com.
3. Click the square Browse button in the upper right hand corner of the Hash Calculator to find and select the saved Survey PDF document, and click the COMPUTE button in the lower right hand corner of the Hash Calculator.
4. Compare the 40 digit string of characters in the SHA-1 line to the 40 digit SHA-1 characters for the survey in the job file in www.surveystars.com which

PRINTING INSTRUCTIONS:

1. While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab.
 2. Select a printer with legal sized paper.
 3. Under "Print Range", click select the "All" toggle.
 4. Under the "Page Handling" section, select the number of copies that you would like to print.
 5. Under the "Page Scaling" selection drop down menu, select "None."
 6. Uncheck the "Auto Rotate and Center" checkbox.
 7. Check the "Choose Paper size by PDF" checkbox.
 8. Click OK to print.
- TO PRINT IN BLACK + WHITE:**

1. In the main print screen, choose "Properties".

OFFER VALID ONLY FOR:

EXACTA

10% OFF

OF FUTURE SURVEYING SERVICES

ON THIS PROPERTY, UP TO \$500.

*Offer valid for fence stakeouts and additions to the

Sec. 7.1. - Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.

- (1) No building within the jurisdictional boundaries of the Town, as they existed on March 20, 2006, shall have more than four (4) stories above grade, and the maximum height of buildings within the Town that have four (4) stories above grade shall be forty-four (44) feet above grade, as defined in the Florida Building Code, or above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, whichever of those two levels is higher. The maximum height for all other buildings within the Town shall be thirty-three (33) feet
 - (a) Above grade, as defined in the Florida Building Code, or
 - (b) Above a horizontal plane eighteen inches above the crown if the roadway at the highest point adjoining the property on which the building is located, or
 - (c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

Whichever of those three levels is highest. Height shall be measured from the applicable base level specified above to the highest point on a flat roof, or to the median elevation between the peak of a sloped roof and the lowest edge of the sloped roof. In accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height; all other roofs structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.

- (2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half ($\frac{1}{2}$) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.
- (3) Buildings which exceed thirty three (33) feet above grade, and which exceed thirty three (33) feet above the horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, but which are nevertheless allowed under subparagraph (1)(c) of this Section, and which do not include a non-habitable first floor with ample parking as required by Town ordinance or code, in accordance with the number and type of units in those buildings, must have dedicated off-street parking at a location on or adjacent to the property on which the buildings are situate. Parking for buildings in this category must be designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic.
- (4) All existing buildings within the Town that were legally in compliance with existing height and use restrictions on March 20, 2006, or were grandfathered on that date, but that either exceed the maximum building height limit established in paragraph (1), above, of this section of the Charter, or

EXHIBIT 2

that fail to comply, where applicable, with the restrictions on use established in paragraph (2), above, of this section of the Charter, (hereinafter referred to as "Non-conforming Buildings") shall be considered legal, but non-conforming.

- (5) Notwithstanding the maximum building height limit established in paragraph (1), above, of this section of the Charter, an existing non-conforming building may be replaced by a new nonconforming building when, and only when:
- (a) The existing non-conforming building has:
 - (i) Been destroyed by fire, natural disaster, or other act of God; and
 - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or
 - (b) The existing non-conforming building is:
 - (i) Demolished as part of a Town approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.
 - (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.
 - (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.
 - (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.
 - (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the

square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

- (6) The maximum building height limits, the restrictions on use and the maximum allowable square footage, and the provisions governing parking established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall be applicable to all real property located within the boundaries of the Town as the boundaries exist on March 20, 2006.
- (7) Every resident of the Town shall have the standing to enforce the maximum building height limits and the maximum allowable square footage established in paragraphs (1), (2) and (5), above, of this section of the Charter, by means of a suit in equity seeking either mandamus; prohibition; or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.
- (8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1), above, of this section of the Charter, but nothing in this section of the Charter shall be construed to supersede, modify or repeal any existing zoning ordinance or land development regulation that establishes anywhere within the Town a maximum building height limit lower than that established in paragraph (1), above, of this section of the Charter.
- (9) The Town Commission may not increase, by ordinance or by variance, the maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, nor may the Town Commission modify, amend or repeal, by ordinance or by variance, the restrictions on use established in paragraph (2), above, or the provisions for parking availability established in paragraphs (2), (3) or (5), above, of this section of the Charter, nor may the Town Commission increase, by ordinance or by variance, the maximum allowable square footage established in paragraph (5), above, of this section of the Charter. The maximum height limits established for residential zoning districts including, but not limited to, R-5, RS-4, RS-5, RD-10, RM-15, RM-16, RM-25 and PUD in the Town's land development code as of March 20, 2006, may be increased, or such districts re-zoned for any other use whatsoever, only by a referendum vote of the registered voters of the Town in the manner established in Article IV, Section 4.7 [50] of this Charter for the repeal or amendment of initiated ordinances. The Town may not create new categories of zoning without approval of such categories by a similar referendum vote; and all provisions of such new categories of zoning must be submitted to the voters for approval.
- (10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled March municipal general election. The amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled March municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

EXHIBIT 2

- (11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.



Town of Lauderdale-by-the-Sea
Development Services

To: Planning & Zoning Board
From: Linda Connors, Development Services Director
Date: December 23, 2020
Meeting Date: January 6, 2021
Re: Case Number 2020-L2-AA-02: Amalia Introini (applicant) – Level 2 Administrative Adjustment Request, pursuant to Section 30-211(c)(2) of the Town of Lauderdale-by-the-Sea (the “Town”) Code of Ordinances (the “Town Code”), to permit an encroachment into a required front setback for a single-family dwelling unit.

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Administrative Adjustment application (**Exhibit 1**) submitted to the Town for the proposed single-family dwelling unit located on a .17-acre parcel of land at 1624 Bel Air Avenue (**Diagram 1**) (the “Property”). The Applicant, Amalia Introini, is requesting an Administrative Adjustment to permit the construction of a new single-family dwelling unit with a new front entryway that will encroach 2 feet, 11.5 inches into the front setback. The new home will replace the previous single-family dwelling unit, destroyed by fire on September 21, 2019.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice has been given to all property owners located within a three (300) foot radius; the Property has been posted; and the public hearing concerning the Administrative Adjustment application has been advertised pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code"). **(Exhibit 2) Staff has received no comments from the public regarding this request.**

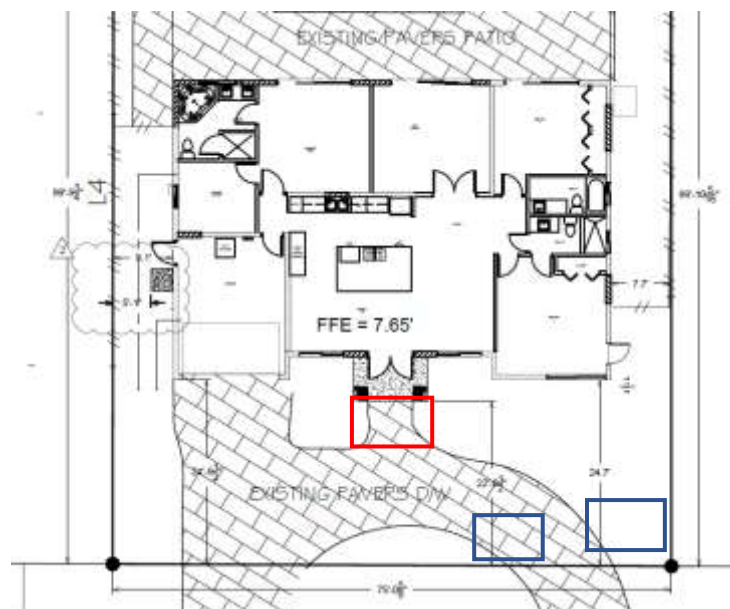
Background and Request

The Property is located within the RS-4 zoning district and has future land use classification of Low (5) Residential. The previous single-family dwelling unit on the Property was built in the late 1950's and encroached into the setback by 3 inches but was destroyed by fire on September 21, 2019.

The Applicant has submitted an application for a Level 2 Administrative Adjustment to permit the reconstruction of the single-family dwelling unit, with the same footprint and a new front porch that also encroaches into the setback area. Section 7.1(5)(a)(i) of the Town Charter allows a nonconforming dwelling destroyed by fire to be rebuilt in a nonconforming manner, even if it does not conform to the current Code requirements, as long as a building permit is filed within 12 months of the date of destruction. The Applicant did not meet this deadline; therefore, the Applicant is required to seek an Administrative Adjustment to encroach into the current required setbacks.

The required front setback is 25 feet. The foundation of the home was built at 24 feet, 7 inches; therefore, an administrative adjustment is required to be able to utilize the original foundation. The Applicant is proposing a small front porch for the new structure, which encroaches into the setback 2 feet and 11.5 inches. Diagram 2 below shows that at its closest, the front porch will be 22 feet, 0.5 inches from the Property line, which will encroach 2 feet, 11.5 inches into the front setback.

Diagram 2
(= new encroachment, = setbacks)



Administrative Adjustment

Town Code Provision

Town Code Section 30-128, "Administrative adjustments" (**Exhibit 3**) establishes standards that would allow the Town Commission (Level 2) to approve a reduction in setback requirements. A Level 2 Adjustment is permitted for up to 30% of the required setback or 5 feet, whichever is less (**Table 1**). The Town Code requires review from Town staff, a recommendation from the Planning & Zoning Board and final review and consideration by the Town Commission.

Table I

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less

The requested encroachment for the single-family dwelling unit is 3 inches (32.1 linear feet and is equal to 9.6 square feet). The requested front porch encroachment is for 2 feet, 11.5 inches (10 linear feet and is equal to 60 square feet).

Criteria and Analysis

Section 30-128 of the Town Code allows for an Administrative Adjustment be approved only if the decision maker finds that several criteria are met. The following lists those criteria with the Applicant's responses:

- a. The Administrative Adjustment does not result in an increase in allowable density; **No increase**
- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards; **Height not exceeded**
- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way; **Right-of-way not encroached**
- d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site of the proposed development; or **(replacing home destroyed by fire and utilizing existing foundation – porch location is limited to the original foundation boundary)**
 - ii. Supports an objective from the purpose statements of the zoning district where located; or **NA**
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or **NA**
 - iv. Supports Mid-Century Modern Architecture; or **NA**
 - v. Utilized to create a view corridor or other benefit to the Community; or **NA**

- vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or **NA**
- vii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure. **NA**
- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of the adjacent lands, and will not pose a danger to the public health or safety, **No effect**
- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses. **Not incompatible**
- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable. **No adverse impacts**
- h. The Administrative Adjustment is consistent with the comprehensive plan. **Improves building's architecture**

STAFF RECOMMENDATIONS: The criteria to grant the request has been met; therefore, staff recommends approval of the Administrative Adjustment, with the following condition:

1. If approved, the Administrative Adjustment approval shall expire concurrent with the expiration of the approved Building Permit for the subject property.

Exhibits

Exhibit 1 – Administrative Adjustment Application

Exhibit 2 – Town Code Section 30-139

Exhibit 3 – Town Code Section 30-128. “Administrative Adjustments”

From: Richard Doremus <rix1959@yahoo.com>

Sent: Friday, January 15, 2021 5:38 PM

To: Public Comments <public_comments@lauderdalebythesea-fl.gov>

Subject: Public Comments 1624 Bel Air Avenue Administrative Adjustment # 2020-L2-AA-02

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

Sir/Madam;

In reference to Application Number 2020-L2-AA-02 Amalia Introini

My name is Richard Doremus I have been a resident of Bel Air for 24 years residing at 1648 Bel Air Avenue. I appreciate that the owner of the property at 1624 is finally taking some action to move forward on the reconstruction of the residence that was destroyed by fire in September 2019 (16+ months ago). Although I very much would like to see some progress on the eyesore that this property has presented in our neighborhood and do not wish to further delay any prospective start date I am opposed to granting the adjustment. My concern is that if this exception is made there will be other adjustments requested for other projects in the neighborhood and ultimately these "adjustments" will become common place. My wife and I would much prefer that our community maintain it's overall appearance and not have buildings closer to the the street. As the proposed is predominantly new construction and not an addition or alteration to the existing structure it should not be too difficult for the architect or designer of record to alter the plans to accommodate the existing setback guidelines. I have made a number of improvements (additions, carport enclosure, pergola) to my home in the years that have I lived here and have always been able to remain within the setback guidelines, I feel that the resident at 1624 should do the same. Therefore I am opposed to this request.

Richard Doremus

Jane Doremus

NON APPROVED DRAFT

**TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD VIRTUAL MEETING MINUTES
LIVE STREAMED FROM JARVIS HALL
CONDUCTED USING COMMUNICATIONS MEDIA TECHNOLOGY
Wednesday, January 6, 2021**

1. CALL TO ORDER

Acting as Chair, David Chanon called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S), which was held through the software platform Zoom, to order at approximately 6:00PM.

ROLL CALL

Members present were David Chanon, Ron Piersante, Charles Wayne Dillistin, and Christina Buerosse. The absentee members were 1st Alternate Alan Bluestein and 2nd Alternate Patricia Omana. Chair Jeffrey Whyte logged on and joined the meeting after the meeting began and had technical/audio difficulties so he did not participate in the meeting or vote.

Also present were Town Attorney James White, Development Services Director Linda Connors, Planner Susan Leven, Assistant Development Services Director Jhanelle Campbell, and Planning Technician Sydney Ramirez.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

3. APPROVAL OF MINUTES

a. Previous Planning & Zoning (P&Z) Meeting Minutes – December 2, 2020

Mr. Piersante made a motion to approve the minutes of the Virtual P&Z regular meeting of December 2, 2020 as presented. The motion was seconded by Ms. Buerosse. The motion carried 4-0.

Chair Jeffrey Whyte logged on.

b. Previous Complete Count Committee (CCC) Meeting Minutes – October 7, 2020

Ms. Buerosse made a motion to approve the minutes of the Virtual CCC regular meeting of October 7, 2020 as presented. The motion was seconded by Mr. Dillistin. The motion carried 4-0.

4. PUBLIC COMMENTS

Acting as Chair, David Chanon inquired as to public comments at this time which were not specific to the items on the agenda but there were no members of the public that submitted any public comments or wished to speak. He closed this portion of public comments not specific to the agenda.

5. NEW BUSINESS

- a. Case Number 2020-L2-AA-02: Amalia Introini (applicant)
Level 2 Administrative Adjustment Request, pursuant to Section 30-211(c)(2) of the Town of Lauderdale-by-the-Sea Code of Ordinances, to permit an encroachment into a required front setback for a single-family dwelling unit.

Planner Sue Leven presented the agenda item via a PowerPoint presentation stating that the house was destroyed by a fire on September 21, 2019 and it was to be rebuilt on the existing foundation. She said that the applicant, Amalia Introini, was requesting an Administrative Adjustment to permit the construction of a new single-family dwelling unit with a new front entryway. Ms. Leven explained that Section 7.1(5)(a)(i) of the Town Charter allowed for a nonconforming dwelling destroyed by fire to be rebuilt in a nonconforming manner, even if it did not conform to the current Code requirements, as long as a building permit was filed within twelve months of the date of destruction. The applicant did not meet this deadline; therefore, the applicant was required to seek an Administrative Adjustment to encroach into the current required setbacks.

The applicant has submitted an application for a Level 2 Administrative Adjustment to permit the reconstruction of the single-family dwelling unit, with the same footprint plus a new front porch that also encroached into the setback area. The required front setback is 25 feet. The foundation of the home was built at 24 feet, 7 inches; therefore, an Administrative Adjustment was required to be able to utilize the original foundation. The applicant was also proposing a small front porch for the new structure, which would encroach into the setback 2 feet and 11.5 inches. Ms. Leven went over the criteria (Section 30-128) that needed to be met for this Administrative Adjustment and the applicant's responses. She said that the criteria to grant the request was met and that staff was recommending approval of this request with the condition that if the Administrative Adjustment was approved, it would expire concurrent with the expiration of the approved building permit for the property. She added that there were no comments from the public regarding this application which would go in front of the Town Commission at their January 26, 2021 meeting. She asked for board questions.

Acting as Chair, David Chanon asked if the front entryway existed on the property previously and Ms. Leven explained that the proposed entryway was new. Mr. Dillistin asked if the neighbors were notified. Development Services Director Linda Connors answered that notice was given to all property owners located within a 300 foot radius and the property was posted. The Administrative Adjustment application public hearing was advertised pursuant to Section 30-139 of the Town Code of Ordinance. Mr. Chanon opened the meeting for public comments but no one requested to speak. As there were no further questions/comments, the public hearing closed.

Mr. Dillistin made a motion to accept staff's recommendation of approval of this agenda item and to recommend approval to the Town Commission. The motion was seconded by Ms. Buerosse. The motion carried 4-0.

Development Services Director Linda Connors said that the next step was the January 26, 2021 Town Commission Meeting.

6. OLD BUSINESS

N/A

7. UPDATES/BOARD MEMBER COMMENT

Development Services Director Linda Connors said that the El Mar Drive Project was going in front of the Town Commission on Tuesday night. She told the board members that if they had any questions, they could contact her and she would discuss. If a board member wanted to participate during the Town Commission Meeting, she explained how it could be done. She

answered Ms. Buerosse that it would not come before the Planning and Zoning Board. The next P&Z Meeting was scheduled for February 3, 2021 and there were already some agenda items.

8. ADJOURNMENT

Ms. Buerosse made a motion to adjourn at approximately 6:15PM. The motion was seconded by Mr. Dillistin. The motion carried 4-0.

Acting as Chair - David Chanon

ATTEST:

Date Accepted: _____

Development Services Director Linda Connors



**ADMINISTRATIVE ADJUSTMENT DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2020-L2-AA-02**

PROJECT NAME: 1624 Bel Air Avenue

ADDRESS OF PROPERTY: 1624 Bel Air Avenue

FOLIO #: 4943 07 01 0070

PROPERTY OWNER: Amalia Introini

APPLICANT: Amalia Introini

APPLICANT ADDRESS: 1624 Bel Air Avenue, Lauderdale-By-The-Sea, Florida 33062

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a Level 2 administrative adjustment to permit the construction of a new single-family dwelling unit with a new front entryway that will encroach 2 feet, 11.5 inches into the front setback at 1624 Bel Air Avenue.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on January 26, 2021, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the plans submitted by JB, PE Consulting Engineers, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. If approved, the Administrative Adjustment approval expires concurrent with the expiration of the Building Permit approved for the subject property.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this 26th day of January, 2021

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

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