



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, January 14, 2020
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 (Representing the Bahai' Faith)**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a VFD December 2019 Report (Chief Judson Hopping)
[CoverPage.pdf](#)
[Ex1 VFD Report.pdf](#)
 - 7.b AMR December 2019 Report (Chief Brooke Liddle)
[CoverPage.pdf](#)
[AMR LBTS Times 12-19.pdf](#)
 - 7.c BSO December 2019 Report (Captain Thomas Palmer)
[CoverPage.pdf](#)
[Ex1- December 2019.pdf](#)
8. **TOWN MANAGER REPORT**
 - 8.a Town Manager Report (Bill Vance, Town Manager)
[CoverPage.pdf](#)
 - 8.b CIP Updates (Bill Vance, Town Manager)
[CoverPage - CIP.pdf](#)
 - 8.c Action Plan (Town Manager)
[CoverPage - Action Plan.pdf](#)
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a December 10, 2019 Commission Workshop Minutes
[CoverPage.pdf](#)

[121019 LBTS workshop 1st draft minutes.pdf](#)

[121019 LBTS 1st draft minutes.pdf](#)

11. CONSENT AGENDA

- 11.a** Granting of an Easement to the Florida Department of Transportation (“FDOT”) in association with the Installation of a Crosswalk at A1A/N Ocean Drive and Hibiscus Ave (Ken Rubach, Municipal Services Director)
[CoverPage.pdf](#)
[EX 1- FDOT Perpetual Easement 1.7.2020.pdf](#)
[EX 2- Resolution 2020-02 Easement Agreement.pdf](#)
- 11.b** Approving Piggyback Agreement for Licensed Electrical Contract with Kilowatt Company (Ken Rubach, Municipal Services Director)
[CoverPage.pdf](#)
[EX 1- Coral Springs Contract Award.pdf](#)
[EX 2- PiggyBack Kilowatt Electric Agreement.pdf](#)
[EX 3- Kilowatt Agreement Reso.pdf](#)
- 11.c** ADA Sidewalk Compliance Study (Ken Rubach, Municipal Services Director)
[CoverPage.pdf](#)
[Ex 1- B&W Work Authorization.pdf](#)

12. OLD BUSINESS

- 12.a** Census Update (Linda Connors, Development Services Director)
[CoverPage.pdf](#)

13. NEW BUSINESS

- 13.a** Sewer Rates (Bill Vance, Town Manager/Lucilla Lang, Finance Director/Ken Rubach, Development Services Director)
[CoverPage.pdf](#)
[Ex1 - Scenarios.pdf](#)
[Annual Rate Adjustment Letter to Lauderdale-by-the-Sea.pdf](#)
- 13.b** Application for Relief of Code Enforcement Lien at 4312 Seagrape Drive (Code Case 17-110014) (Linda Connors, Development Services Director)
[CoverPage.pdf](#)
[Exhibit 1- Letter from Applicant.pdf](#)
[Exhibit 2- Contractor Letter.pdf](#)
[Exhibit 3- Mitigation Application.pdf](#)
[Exhibit 4- Building Permit History.pdf](#)
- 13.c** Letter requesting Broward County to fund the ADA improvements to the bus stops and sidewalks at Town intersections through the Transportation Surtax Program. (Bill Vance, Town Manager)

[CoverPage.pdf](#)

[Letter to Gretchen Cassini re ADA stops funded with Surtax money.pdf](#)

- 13.d Future Charter Questions for the November 2020 Election (Commissioner Malkoon)
[Charter Questions.pdf](#)

[Ex1-Highlighted Town Charter Section 7.1 for EM.pdf](#)

[Ex2-charter amendments that passed and failed 2014.pdf](#)

- 13.e Neighborhood Lighting (Commissioner Malkoon)
[CoverPage-Lighting.pdf](#)

- 13.f Historic Anglin Home (Commissioner Malkoon)

[CoverPage - Anglin Home.pdf](#)

[Anglin House Summary Sheet.pdf](#)

[Fl. Master Site File BD03044.pdf](#)

[Historical Photos Anglin's House.jpg](#)

14. **COMMISSIONER COMMENTS**

15. **ORDINANCES 1st Reading**

- 15.a Ordinance 2020-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY APPLICATION, PERMIT, LICENSE, AND OPERATION REGULATIONS RELATED TO SIDEWALK CAFES AND TO REORGANIZE THE ARTICLE TO STREAMLINE AND IMPROVE FUNCTIONALITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

[CoverPage.pdf](#)

[Ex1 - PZ Meeting.pdf](#)

[Ex2 Ord 2020-02 Sidewalk Cafe.pdf](#)

- 15.b Ordinance 2020-01 - 1. AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

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[Ex1 Ord 2020-01 Outdoor Dining 3GA1304.pdf](#)

16. **ORDINANCES 2nd Reading**

- 16.a** Ordinance 2019-11 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Bill Vance, Town Manager)

[CoverPage.pdf](#)

[Ex1 Ord 2019-11.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a** Resolution 2020-01 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GRANT AGREEMENT FOR THE FUNDING OF \$18,507.00. THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019/2020 FOR THE SENIOR CENTER ACTIVITIES PROGRAM; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXPENDITURE OF TOWN MATCHING FUNDS IN THE AMOUNT OF \$55,623.00 TO COVER THE REMAINING COSTS OF THE PROGRAM; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

(Lucilla Lang, Finance Director)

[CoverPage.pdf](#)

[45th Year CDBG Town of Lauderdale-By-The-Sea - Senior Center Activities and Operations.PDF](#)

[Reso 2020-01 - CDBG Agreement.pdf](#)

- 17.b** 2020-04 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A LIMITED SUSPENSION OF ITS ENFORCEMENT OF THE PROHIBITION AGAINST DOGS ON THE BEACH AS SPECIFIED HEREIN, WHILE CONSIDERING OPTIONS FOR LEGALIZATION; ESTABLISHING THE SCOPE OF THE TRIAL DOG BEACH AND AUTHORIZING TOWN STAFF TO REFRAIN FROM ENFORCING AGAINST CONDUCT THAT CONFORMS WITH THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)

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[Ex1 Reso 2020-04 Establishing Trial Dog Beach.pdf](#)

[Ex2 Trial Dog Beach Area .pdf](#)

- 17.c Resolution 2020-05 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

[CoverPage-Reso 2020-05.pdf](#)

[Reso 2020-05.pdf](#)

18. **QUASI JUDICIAL PUBLIC HEARINGS**

19. **ADJOURNMENT**

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD December 2019 Report (Chief Judson Hopping)

Explanation:

December 2019 VFD Report

Recommendation:

Approve/Accept

Attachments:

1. VFD December 2019 Activity Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of December 2019, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 21 fire inspections with no re-inspection and two complaints that were corrected.

Responses:

The Volunteer Fire Department responded to 30 fire rescue calls within the limits of our contract.

- Of the 30 fire rescue calls received, there were 11 fire alarms/1 structure fire, 3 elevator rescues, 3 accidents w/injuries, 1 gas leak, 2 electrical/utility, 8 open water rescue/downing, and 1 "other" fire.
- There were 89 emergency medical 911 calls for December 2019. The department was dispatched to 7 of those calls, of which 1 was cleared or cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 6 of the medical calls.

Training:

The Volunteer Fire Department had 14 regular in-town members, and 42 associate out of town members for a total of 56 active members.

The fire department held 7 fire drills, an ocean rescue drill, assisted the Fire Marshal on 9 inspections/2 BDA test, attended 5 outside specialty training exercises, and held 8 public safety awareness demonstrations consisting of the following:

- 234.5 Hrs - Fire Fighter & FF1 skill training sign-offs
- 12 Hrs - Ocean Rescue training
- 107.5 Hrs - Pre-planning Fire Inspections & BDA test
- 104 Hrs - Outside Specialty Training @CSFA
- 31 Hrs - Risk Prevention for the Public
- 7 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 496+ 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 newly established state training curriculums.

Respectfully,

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report December 2019

	Regular In-town	Associate Out of Town
Active Member	14	42
Fire 1 non-certified	3	0
Fire 1 Certified	1	0
Fire II Certified	10	42
CPR/1 st Responder	8	1
EMT-B (FL)	1	20
Paramedic (FL)	4	21

Emergency Calls

Fire/Rescue	30
Total Medical 911 calls	89
Medical calls V.F.D. Not Dispatched	82
Medical calls V.F.D. Dispatched	7
Medical calls Canceled by COD/M12	1
Medical calls V.F.D. Assisted	6

Training

496+ Total Hrs.

Firefighter training & FF1 Skill signoffs	234.5 Hrs
Ocean Rescue training	12 Hrs
Permit/BDA & Fire Inspections	107.5 Hrs
Outside Specialty Training @CSFA	104 Hrs
Public Service: Fire Demo & Car Seats	31 Hrs

Station Watch/Community Service

3,957.5+ Total Hrs.

Firefighter Station Watch hours	3,211.5+ Hrs
Ocean Rescue patrol	2 Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - December 2019, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Atkinson	Kevin	175765	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	9
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	10	20
Baker	Rebecca	7017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	6
Bernal	Antonio	182801	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Bilicich	Andro	169909	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	14
Caldas	William	160812	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	14
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	14
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	0	4
Dwyer	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	28	90
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	5
Fajkis	Ireneusz	7022	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	0	3
Fong	Rafael	166781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	8
Franceschini	Rafael	166674	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	15
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	11
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	15
Gonzalez	Christopher	182178	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	4
Gonzalez	Rosemary	7005	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	8
Gray	Dontae	172460	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	9
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		0	0
Gutierrez	Eric	186106	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	11
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	9	29
James	Eliot	171766	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	31	83
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	2	26
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	8
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	9	26
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	0	0
King	Noah	174484	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	12
Leiva	Gabriel	6046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	5
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	7
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	16
Lira	Jorge	179380	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	10
Lopez	Vincent	176949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	13

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	30	81
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	7	14
Marin	Christopher	173778	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	12
Martindale	Daniel	7009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	15
Martinez	Luis	172813	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	12	20
MacKenzie	Jacquvias	7015	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	14
McFarlane	Harrison	170230	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	6
Miklosh	Joseph	7013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	6
Obsant	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	21
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	15	33
Paine	Riley	704	Regular Member		Battallon Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	16	52
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	13	39
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	9
Scriver	Ian	170350	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	8
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	15	56
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	21
Thomas	Scott	186073	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	6
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	14	32
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	10
Woods	Devon	7018	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	12
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	10

Monthly Activity Report - December 2019

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
03-Dec-19	5100 North Ocean Drive	Commercial structure fire	10:49:00 AM	11:05:00 AM	13
04-Dec-19	4660 North Ocean Drive	Fire alarm	4:05:00 AM	4:30:00 AM	8
04-Dec-19	1430 South Ocean Blvd.	Fire alarm	11:35:00 AM	12:02:00 PM	14
05-Dec-19	207 Pine Road	Accident w/injuries	5:23:00 PM	5:33:00 PM	10
07-Dec-19	218 Commercial Blvd.	Gas leak	10:16:00 AM	10:59:00 AM	12
07-Dec-19	5400 North Ocean Blvd.	Accident w/injuries	2:23:00 PM	3:20:00 PM	10
09-Dec-19	255 Commercial Blvd.	Elevator rescue	2:51:00 PM	4:12:00 PM	13
11-Dec-19	4246 El Mar Drive	Fire alarm	9:22:00 AM	9:45:00 AM	10
13-Dec-19	1430 South Ocean Blvd.	Fire alarm	4:24:00 PM	4:44:00 PM	11
14-Dec-19	4660 North Ocean Drive	Elevator rescue	11:41:00 AM	11:51:00 AM	8
16-Dec-19	4660 North Ocean Drive	Elevator rescue	4:40:00 PM	4:56:00 PM	12
19-Dec-19	254 Corsair Avenue	Electrical utility fire	5:00:00 PM	5:30:00 PM	12
21-Dec-19	Datura Ave/Bougainville	Other fire - dog locked in vehicle	8:03:00 PM	8:17:00 PM	6
22-Dec-19	5000 North Ocean Drive	Accident w/injuries	8:31:00 AM	8:37:00 AM	9
22-Dec-19	1940 E. Terra Mar Drive	Fire alarm	9:42:00 PM	9:58:00 PM	8
23-Dec-19	1430 South Ocean Blvd.	Fire alarm	4:08:00 AM	4:34:00 AM	8
23-Dec-19	1430 South Ocean Blvd.	Fire alarm	4:43:00 AM	4:55:00 AM	7
23-Dec-19	4500 El Mar Drive	Possible drowning	12:19:00 PM	12:32:00 PM	7
26-Dec-19	1 Commercial Blvd.	Water rescue	12:16:00 PM	12:30:00 PM	11
26-Dec-19	1 Commercial Blvd.	Surf rescue	12:16:00 PM	12:32:00 PM	11
27-Dec-19	1431 South Ocean Blvd.	Electrical utility fire	10:13:00 PM	11:18:00 PM	9
28-Dec-19	1900 South Ocean Blvd.	Fire alarm	3:38:00 PM	4:09:00 PM	9
28-Dec-19	5200 North Ocean Drive	Open water drowning	4:07:00 PM	4:52:00 PM	9
28-Dec-19	1900 South Ocean Blvd.	Fire alarm	7:04:00 PM	7:19:00 PM	9
29-Dec-19	2 Commercial Blvd.	Open water drowning	2:29:00 PM	3:58:00 PM	11
29-Dec-19	4616 El Mar Drive	Open water drowning	4:14:00 PM	5:02:00 PM	11
29-Dec-19	1401 South Ocean Blvd.	Open water drowning	5:08:00 PM	5:51:00 PM	11
30-Dec-19	4900 North Ocean Drive	Fire alarm	2:07:00 PM	2:51:00 PM	13
31-Dec-19	2 Commercial Blvd.	Floater near the pier	12:33:00 PM	2:05:00 PM	7
31-Dec-19	4900 North Ocean Blvd.	Fire alarm	5:33:00 PM	5:46:00 PM	10

Total Calls 30

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
02-Dec-19	5200 North Ocean Blvd.	medical, E12 assisted M12	4:39:00 AM	5:51:00 AM	6
02-Dec-19	5100 North Ocean Blvd.	medical, E12 assisted M12	12:57:00 PM	1:20:00 PM	7
05-Dec-19	218 Commercial Blvd.	medical, E12 assisted M212	10:09:00 AM	10:49:00 AM	9
06-Dec-19	1431 South Ocean Blvd.	medical, E12 assisted M12	6:06:00 AM	6:59:00 AM	7
17-Dec-19	2000 Coral Reef Drive	medical, E12 canceled by M12	6:28:00 PM	8:00:00 PM	6
28-Dec-19	4344 El Mar Drive	medical, OR12 assisted	4:33:00 PM	5:42:00 PM	8
28-Dec-19	1461 South Ocean Blvd.	medical, E12 assisted R11	4:33:00 PM	5:59:00 PM	8

Total Calls 7

Date	Public Service	Event Description	Start Time	End Time	No. of FF
03-Dec-19	Station 12	Installed (2) forward facing car seats	4:30:00 PM	5:30:00 PM	1
04-Dec-19	Station 12	Christmas By-The-Sea event 08:00-21:00	4:00:00 PM	10:00:00 PM	17
10-Dec-19	Station 12	Fire Risk Prevention - construction, burn & overhaul of 8x8 room w/Christmas tree	3:00:00 PM	6:00:00 PM	11
12-Dec-19	Station 12	Installed a forward facing car seat	3:30:00 PM	4:30:00 PM	1
13-Dec-19	Station 12	Installed a rearfacing car seat	10:30:00 AM	11:30:00 AM	1
15-Dec-19	1800 S. Ocean Blvd.	Santa visit Hampton Beach Club residence holiday party	5:15:00 PM	7:00:00 PM	5
16-Dec-19	Station 12	Installed a forward facing & a rear facing car seta	4:30:00 PM	5:30:00 PM	1
16-Dec-19	Station 12	Installed a forward facing car seat	5:30:00 PM	6:30:00 PM	1
17-Dec-19	Station 12	Installed a forward facing & a rear facing car seta	4:30:00 PM	5:30:00 PM	1
17-Dec-19	Station 12	Installed a rearfacing car seat	5:30:00 PM	6:30:00 PM	1
19-Dec-19	Station 12	Installed a rearfacing car seat	4:30:00 PM	5:30:00 PM	1
21-Dec-19	Tradeswind Avenue	Santa visit to Women's club holiday luncheon	12:30:00 PM	2:00:00 PM	6
21-Dec-19	Station 12	Station tour visitors from Canada	4:30:00 PM	5:00:00 PM	5
24-Dec-19	various	Santa gift delivery Christmas Eve	5:00:00 PM	9:00:00 PM	6
26-Dec-19	El Mar & Commercial	Assisted resident from wheelchair to vehicle	9:30:00 PM	9:40:00 PM	4
31-Dec-19	El Mar & Commercial	New Years Eve detail at the Square	6:00:00 PM	12:00:00 AM	5

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
02-Dec-19	Station 12	FF1 skill signoff - Dwyer	1:00:00 PM	2:00:00 PM	2
02-Dec-19	Station 12	Tool ID, familiarization & basic functions	6:00:00 PM	10:00:00 PM	7
03-Dec-19	1850 South Ocean Blvd.	Pre-planning fire inspection @Crane Crest Condo	10:00:00 AM	12:00:00 PM	7
05-Dec-19	276 Commercial Blvd.	Pre-planning fire inspection @Benhanas Restaurant	10:00:00 AM	11:00:00 AM	7
05-Dec-19	Station 12	Building construction; place trap & preconnect	6:00:00 PM	10:00:00 PM	13
07-Dec-19	Station 12	Gas leak, hard suction & hookup	9:00:00 AM	12:00:00 PM	9
09-Dec-19	CSFA	Garage door prop/impact windows trng @CSFA	6:00:00 PM	10:00:00 PM	10
10-Dec-19	CSFA	RN9376 Propane Emergencies Training; lecture	9:00:00 AM	1:00:00 PM	4
10-Dec-19	1950 South Ocean Blvd.	Pre-planning fire inspection @Native Sun Hotel	10:00:00 AM	12:00:00 PM	7
11-Dec-19	3900 North Ocean Blvd.	Pre-planning fire inspection @Fountain Head Condo	10:30:00 AM	12:45:00 PM	6
12-Dec-19	CSFA	RN9376 Propane Emergencies Training; lecture	9:00:00 AM	1:00:00 PM	1
12-Dec-19	4316, 4318, & 4320 El Mar Drive	Pre-planning fire inspection @Oriana Condo	10:00:00 AM	11:30:00 AM	6
12-Dec-19	CSFA	RN9376 Propane Emergencies Training; lecture	1:00:00 PM	5:00:00 PM	1
12-Dec-19	CSFA	Garage door prop/impact windows trng @CSFA	6:00:00 PM	10:00:00 PM	10
16-Dec-19	CSFA	ATPC15642, First Due Engine/Truck Ops	8:00:00 AM	4:00:00 PM	1
16-Dec-19	3900 & 6000 North Ocean	Assisted Fire Marshal w/BDA tests	10:00:00 AM	12:00:00 PM	7
17-Dec-19	CSFA	ATPC15642, First Due Engine/Truck Ops	8:00:00 AM	4:00:00 PM	1
17-Dec-19	4608 El Mar Drive	Pre-planning fire inspection @White Cap Apts.	10:00:00 AM	11:00:00 AM	7
18-Dec-19	CSFA	ATPC15642, First Due Engine/Truck Ops	8:00:00 AM	4:00:00 PM	1
19-Dec-19	CSFA	ATPC15642, First Due Engine/Truck Ops	8:00:00 AM	4:00:00 PM	1
19-Dec-19	4001 North Ocean Drive	Pre-planning fire inspection @Ocean Medical Center	10:00:00 AM	11:30:00 AM	6
19-Dec-19	Station 12	Salvage covers, radio communication & size-up	6:00:00 PM	10:00:00 PM	10
20-Dec-19	CSFA	ATPC15642, First Due Engine/Truck Ops	8:00:00 AM	4:00:00 PM	1
20-Dec-19	1440 South Ocean Blvd.	Pre-planning fire inspection @Corniche Condo	10:00:00 AM	12:00:00 PM	5
20-Dec-19	Station 12	FF1 skill signoff - Cowles	4:00:00 PM	6:30:00 PM	2
21-Dec-19	Station 12	Facility maintenance - offsite storage	9:00:00 AM	12:00:00 PM	8
23-Dec-19	1620 South Ocean Blvd.	BDA inspection @Ocean Colony	10:00:00 AM	11:00:00 AM	4
23-Dec-19	Station 12	Ladders ops & tool hoisting	6:00:00 PM	10:00:00 PM	7
28-Dec-19	Station 12	Rough water jet ski deployment, pole 17 & 18	9:00:00 AM	11:00:00 AM	6
30-Dec-19	4228 El Mar Drive	Pre-planning fire inspection @El Mar Condo	10:00:00 AM	11:00:00 AM	6
30-Dec-19	Station 12	Ladders & tool hoisting	6:00:00 PM	10:00:00 PM	8

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
30-Dec-19	Beach	Ocean rescue patrol	12:00:00 PM	1:00:00 PM	2

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

Unit Response Time 3- Month Average

Dec-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	30	34	9	3
Response Time	0:05:07	0:05:37	0:00:00	0:00:00

Total Average Response Time : 4:44

Nov-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	29	32	9	8
Response Time	0:05:42	0:05:56	0:00:00	0:00:00

Total Average Response Time : 4:35

Oct-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	26	33	8	10
Response Time	0:05:11	0:05:40	0:00:00	0:00:00

Total Average Response Time : 4:44



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR December 2019 Report (Chief Brooke Liddle)

Explanation:

AMR December 2019 Activity Report

Recommendation:

Approve/Accept

Attachments:

1. AMR December 2019 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
12/28/2019	100 BLK Commercial Blvd	18:15:53	18:16:15	18:16:17	00:00:24
12/13/2019	4600 BLK N Ocean Dr	10:01:59	10:02:09	10:02:40	00:00:41
12/29/2019	200 BLK Commercial Blvd	14:32:28	14:33:31	14:33:33	00:01:05
12/18/2019	300 BLK Fiesta Way	12:45:47	12:45:56	12:47:10	00:01:23
12/4/2019	Hibiscus Ave/N Ocean Dr	20:34:13	20:35:35	20:35:37	00:01:24
12/16/2019	4900 BLK N Ocean Blvd	10:07:33	10:08:01	10:09:02	00:01:29
12/1/2019	100 BLK Commercial Blvd	19:43:41	19:43:46	19:45:11	00:01:30
12/12/2019	200 BLK Commercial Blvd	16:24:36	16:26:14	16:26:16	00:01:40
12/12/2019	5000 BLK N Ocean Blvd	18:19:09	18:19:28	18:20:59	00:01:50
12/17/2019	4600 BLK Poinciana St	06:58:00	06:58:28	06:59:59	00:01:59
12/28/2019	5200 BLK N Ocean Blvd	16:09:33	16:09:38	16:11:33	00:02:00
12/23/2019	4500 BLK El Mar Dr	12:20:50	12:22:52	12:22:55	00:02:05
12/7/2019	100 BLK Commercial Blvd	00:39:14	00:41:09	00:41:20	00:02:06
12/18/2019	Bougainvillea Dr/Washingtonia Ave	19:56:40	19:58:08	19:58:46	00:02:06
12/14/2019	100 BLK Commercial Blvd	00:29:03	00:29:13	00:31:11	00:02:08
12/28/2019	N Ocean Dr/Commercial Blvd	14:07:57	14:08:55	14:10:05	00:02:08
12/4/2019	4600 BLK Poinciana St	22:32:16	22:32:25	22:34:25	00:02:09
12/19/2019	5100 BLK N Ocean Blvd	09:50:48	09:52:42	09:52:57	00:02:09
12/24/2019	4600 BLK Poinciana St	13:22:45	13:24:50	13:24:56	00:02:11
12/31/2019	5200 BLK N Ocean Blvd	11:40:24	11:40:28	11:42:38	00:02:14
12/23/2019	100 BLK Commercial Blvd	22:43:43	22:43:54	22:46:04	00:02:21
12/23/2019	Commercial Blvd/N Ocean Dr	10:32:47	10:33:00	10:35:10	00:02:23
12/8/2019	100 BLK Commercial Blvd	19:51:18	19:51:24	19:53:44	00:02:26
12/5/2019	200 BLK Commercial Blvd	10:10:21	10:10:35	10:12:47	00:02:26
12/22/2019	5000 BLK N Ocean Blvd	08:33:12	08:33:18	08:35:41	00:02:29
12/2/2019	4500 BLK Seagrape Dr	16:07:36	16:07:55	16:10:06	00:02:30
12/9/2019	N Ocean Dr/Commercial Blvd	14:04:26	14:04:46	14:07:02	00:02:36
12/30/2019	2000 BLK S Ocean Blvd	16:13:36	16:13:43	16:16:12	00:02:36
12/20/2019	200 BLK N Tradewinds Ave	09:36:34	09:36:41	09:39:11	00:02:37
12/5/2019	200 BLK Neptune Ave	08:38:52	08:39:03	08:41:31	00:02:39
12/20/2019	100 BLK Commercial Blvd	16:06:12	16:06:20	16:08:51	00:02:39
12/5/2019	4200 BLK N Ocean Dr	14:20:50	14:21:04	14:23:30	00:02:40
12/18/2019	4300 BLK El Mar Dr	06:36:22	06:37:08	06:39:05	00:02:43
12/7/2019	5400 BLK N Ocean Blvd	14:25:14	14:25:21	14:27:58	00:02:44
12/7/2019	4600 BLK N Ocean Dr	21:03:35	21:04:29	21:06:19	00:02:44
12/10/2019	5100 BLK N Ocean Blvd	08:43:25	08:43:33	08:46:12	00:02:47
12/9/2019	4400 BLK El Mar Dr	09:53:04	09:53:52	09:55:54	00:02:50
12/5/2019	200 BLK Pine Ave	17:25:18	17:25:59	17:28:10	00:02:52
12/28/2019	5100 BLK N Ocean Blvd	17:42:37	17:43:34	17:45:34	00:02:57
12/29/2019	1900 BLK S Ocean Blvd	13:38:32	13:38:41	13:41:29	00:02:57
12/12/2019	1800 BLK S Ocean Blvd	10:25:01	10:25:52	10:28:03	00:03:02
12/6/2019	200 BLK Corsair Ave	17:30:07	17:30:17	17:33:11	00:03:04
12/1/2019	1600 BLK S Ocean Blvd	07:53:21	07:56:17	07:56:25	00:03:04
12/3/2019	4200 BLK El Mar Dr	13:03:11	13:03:51	13:06:15	00:03:04
12/23/2019	1400 BLK S Ocean Blvd	11:50:26	11:50:30	11:53:30	00:03:04
12/20/2019	1400 BLK S Ocean Blvd	20:09:05	20:09:23	20:12:10	00:03:05
12/10/2019	5100 BLK N Ocean Blvd	03:50:05	03:53:12	03:53:14	00:03:09

12/4/2019	3900 BLK N Ocean Dr	16:42:55	16:43:11	16:46:04	00:03:09
12/9/2019	100 BLK Commercial Blvd	05:24:40	05:25:00	05:27:49	00:03:09
12/14/2019	4400 BLK El Mar Dr	00:09:52	00:09:55	00:13:02	00:03:10
12/9/2019	4300 BLK N Ocean Dr	18:27:45	18:41:56	18:31:04	00:03:19
12/5/2019	4300 BLK El Mar Dr	01:58:21	01:58:34	02:01:41	00:03:20
12/20/2019	1800 BLK S Ocean Blvd	08:03:02	08:03:19	08:06:25	00:03:23
12/23/2019	4100 BLK Bougainvilla Dr	18:16:23	18:17:59	18:19:48	00:03:25
12/16/2019	200 BLK Commercial Blvd	18:20:03	18:20:46	18:23:32	00:03:29
12/19/2019	4100 BLK Bougainvilla Dr	16:41:37	16:41:52	16:45:13	00:03:36
12/18/2019	Commercial Blvd/El Mar Dr	23:21:35	23:25:09	23:25:11	00:03:36
12/6/2019	4600 BLK Poinciana St	22:12:23	22:15:13	22:16:01	00:03:38
12/14/2019	1700 BLK S Ocean Blvd	09:43:32	09:44:17	09:47:11	00:03:39
12/10/2019	4600 BLK El Mar Dr	01:54:28	01:58:04	01:58:07	00:03:39
12/27/2019	4300 BLK N Ocean Dr	02:47:00	02:49:10	02:50:40	00:03:40
12/14/2019	4500 BLK N Ocean Dr	11:18:26	11:22:04	11:22:06	00:03:40
12/7/2019	4200 BLK El Mar Dr	18:35:43	18:36:22	18:39:27	00:03:44
12/30/2019	2000 BLK S Ocean Blvd	23:26:31	23:28:22	23:30:15	00:03:44
12/2/2019	5100 BLK N Ocean Blvd	00:26:10	00:26:59	00:29:56	00:03:46
12/27/2019	Commercial Blvd/N Ocean Dr	20:16:42	20:17:31	20:20:31	00:03:49
12/18/2019	4200 BLK El Mar Dr	01:13:09	01:14:01	01:17:00	00:03:51
12/30/2019	1700 BLK S Ocean Blvd	21:36:46	21:38:30	21:40:37	00:03:51
12/1/2019	4500 BLK Bougainvilla Dr	15:55:12	15:59:01	15:59:06	00:03:54
12/24/2019	200 BLK Commercial Blvd	15:01:26	15:03:57	15:05:22	00:03:56
12/17/2019	2000 BLK Coral Reef Dr	18:29:55	18:30:38	18:34:00	00:04:05
12/13/2019	2000 BLK Windward Dr	13:33:16	13:33:18	13:37:23	00:04:07
12/5/2019	1700 BLK S Ocean Blvd	06:12:01	06:13:21	06:16:13	00:04:12
12/8/2019	4200 BLK El Mar Dr	05:28:45	05:30:24	05:33:01	00:04:16
12/15/2019	5100 BLK N Ocean Blvd	11:11:43	11:12:41	11:16:03	00:04:20
12/15/2019	N Ocean Dr/Datura Ave	06:52:11	06:52:22	06:56:32	00:04:21
12/7/2019	1700 BLK S Ocean Blvd	07:36:46	07:40:53	07:41:15	00:04:29
12/22/2019	4300 BLK El Mar Dr	22:14:48	22:16:08	22:19:25	00:04:37
12/19/2019	4200 BLK N Ocean Dr	04:26:29	04:31:06	04:31:09	00:04:40
12/22/2019	1900 BLK E Terra Mar Dr	10:22:01	10:22:05	10:26:45	00:04:44
12/5/2019	3900 N Ocean Dr	05:22:15	05:23:43	05:27:02	00:04:47
12/7/2019	4300 BLK N Ocean Dr	23:19:39	23:21:38	23:24:35	00:04:56
12/31/2019	200 BLK Commercial Blvd	02:36:49	02:38:02	02:41:45	00:04:56
12/22/2019	1500 BLK S Ocean Blvd	18:16:26	18:17:45	18:21:30	00:05:04
12/2/2019	5200 BLK N Ocean Blvd	04:38:10	04:46:32	04:43:19	00:05:09
12/28/2019	4300 BLK N Ocean Dr	19:26:31	19:26:35	19:31:46	00:05:15
12/26/2019	1400 BLK S Ocean Blvd	00:43:13	00:43:27	00:48:35	00:05:22
12/16/2019	1500 BLK Bel-Air Ave	02:58:50	03:01:14	03:04:30	00:05:40
12/6/2019	1400 BLK S Ocean Blvd	06:07:16	06:07:50	06:13:06	00:05:50

6 Min or less = 100%

Average =

00:03:10



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO December 2019 Report (Captain Thomas Palmer)

Explanation:

BSO December 2019 Report

Recommendation:

Approve/Accept

Attachments:

1. BSO December 2019 Report



Date: January 6, 2020

To: William Vance
Town Manager
Lauderdale-By-The-Sea

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

Subject: Monthly Report to Commission – December 2019

PERSONNEL CHANGES:

Deputy Alin Pitulan was transferred to the Lauderdale by the Sea District from the Tamarac District.

EMPLOYEE OF THE MONTH: Deputy Alin Pitulan

On December 27th, 2019, Deputy Pitulan was conducting proactive patrol within the town limits of Lauderdale by the Sea. During patrol, Deputy Pitulan observed a vehicle with an obscured and illegible license plate.

Deputy Pitulan conducted a traffic stop on the vehicle and identified the driver as Frankie Medina, a relatively new resident to the Town of Lauderdale by the Sea. A records check indicated that Medina's driving privilege was suspended in the State of Florida and that he had an unconfirmed warrant. After routine back-up arrived to assist Deputy Pitulan, Medina's warrant was confirmed and he was placed under arrest for Driving while License Suspended with Knowledge and for the warrant, being Operating without a Valid Driver's License.

Deputy Pitulan requested a tow service to remove the vehicle from the scene and conducted an inventory of the vehicle. During an inventory of the vehicle, Pitulan located bags containing a white rock-like substance which Deputy Pitulan believed to be methamphetamine. Deputy Pitulan conducted a field-test of the rock-like substance that tested positive for the presumptive presence of methamphetamine. The total weight of the substance, to include both plastic bags, was approximately twenty-two grams; the weight being in excess of fourteen grams and less than twenty-eight was in violation of Florida's trafficking in methamphetamine statute with a minimum mandatory sentence of incarceration of three years.

Deputy Pitulan's dedication to the residents of Lauderdale by the Sea led to the arrest of an individual who, gone undetected, would bring plight and criminal activity within the Town. For the aforementioned circumstances, I have awarded Deputy Pitulan Employee of the Month for December 2019.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 18 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 66 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. Seven (7) individuals experiencing homelessness were contacted during the month. One (1) individual requested medical assistance and was transported to the hospital, and three (3) of the individuals were trespassed from commercial properties.
- **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: BSO LBTS assisted with road closures and crowd control for the annual event. Captain Palmer, Lt. Wesolowski, Citizen Observer Patrol and 10 additional Reserve Deputies assisted with the event at no cost to the town.

Winterfest Boat Parade: BSO LBTS had deputies and COP monitoring traffic for the Commercial Blvd. Bridge closing and ensuring streets were clear of parked vehicles during viewing times. Sergeant Bachan attended the event.

Menorah Lighting: BSO LBTS assisted with the annual Menorah Lighting Ceremony. Captain Palmer attended the event that was relocated to Jarvis Hall due to inclement weather, and several deputies were present for the event.

New Year's Eve Celebration: BSO LBTS assisted with traffic and crowd control and road closures for the annual event. This year's event had another large turnout with no major incidents reported. Captain Palmer, Lt. Wesolowski, and numerous special deputies and private event security staff provided security for the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-1912-000168 (ALPR)

DATE/TIME: 12/06/19 @ 0924 hrs

LOCATION: 4100 El Mar Dr

SUSPECT(S): (JUVENILE)
(JUVENILE)

VEHICLE: Grey 2016 Dodge Challenger

INCIDENT: F/S Recovery Arrest (ALPR)

SUMMARY: Deputy Koos was monitoring the LPR system and received an alert indicating a stolen 2016 Dodge Challenger had entered the town eastbound via the Commercial Blvd/Intracoastal Bridge. He alerted other deputies, who began searching for the vehicle. Deputy Kratz and Sgt Bachan located the vehicle at the Palm Av portal (4100 El Mar Dr) and conducted a felony stop, where driver and passenger were taken into custody. It was determined the vehicle had been stolen the prior day in the City of Pompano Beach. The vehicle was released to the owner (victim's mother), and the driver was charged with Grand Theft Auto. The passenger was released to his father.

CASE: 13-1912-000261

DATE/TIME: 12/09/19 @ 1407 hrs

LOCATION: 4331 N. Ocean Drive

SUSPECT: Freddie Kornblith, BM, 05/28/77

INCIDENT: Warrant Arrest

SUMMARY: While conducting foot patrol, deputies located a male lying on the sidewalk. A records check revealed that the subject had active misdemeanor warrants for alcohol violations. The subject was transported to jail without incident.

CASE: 13-1912-000278
DATE/TIME: 12/10/19 @ 0150 hours
LOCATION: 4660 N Ocean Dr
SUSPECT: Jason Chlebowski WM 080378
INCIDENT: Domestic Battery
SUMMARY: The suspect committed a domestic battery upon his girlfriend by striking her in the face with the hotel room telephone, causing a laceration to the victim's face. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-1912-000303
DATE/TIME: 12/10/19 @ 1831 hour
LOCATION: 4703 N Ocean Blvd
SUSPECT: Richard L Holden, WM, 02/19/72
INCIDENT: D.U.I.
SUMMARY: A traffic stop was conducted on a 2013 Hyundai Elantra for passing in the center lane. Upon contact with the driver/offender a strong odor of alcohol emanated from his person, he fumbled around for his wallet and then forgot what he was looking for. The offender failed an on-scene sobriety test and was taken into custody without incident. The suspect was transported to the BSO Main Jail.

CASE: 13-1912-000374
DATE/TIME: 12/6/19 @ 2000-2250 hrs.
LOCATION: 276 Commercial Blvd.
SUSPECT(s): Unknown
INCIDENT: Burglary Conveyance x 2, PLAIN VIEW
SUMMARY: An unknown person(s) broke the rear side windows of two vehicles. One victim had her purse left in plain view on the vehicle seat. Investigation is ongoing.

CASE: 13-1912-000574
DATE/TIME: 12/18/19 @ 2011 hrs.
LOCATION: 4400 N. Ocean Dr.
ARRESTEE: Joseph Davis (b/m, 11/29/62)
INCIDENT: Warrant Arrest (Felony)
SUMMARY: Deputy Figueroa conducted a traffic stop in the 4400 blk. N. Ocean Dr. for a traffic infraction. Teletype revealed felonious warrants for narcotics and misdemeanor traffic. Davis was transported to the Main Jail.

CASE: 13-1912-000576
DATE/TIME: 12/18/19 @ 2058 hrs.
LOCATION: 275 Commercial Blvd.
ARRESTEE: Brandon Goss (b/m, 9/30/87)
INCIDENT: Trespass, Narcotics, and Paraphernalia
SUMMARY: The suspect gained access into 275 Commercial Blvd. by having the access code to the service elevator. The Property Manager was outside on the north side of the building when he observed an individual with a flashlight inside. The suspect exited the building and was detained. The suspect was arrested for Trespassing and was found to be in possession of methamphetamine and numerous hypodermic syringes. The suspect was transported to the BSO main jail.

CASE: 13-1912-000845
DATE/TIME: 12/27/19 @ 1848 hrs.
LOCATION: 4500 N. Ocean Dr.
ARRESTEE: Frankie Medina (w/m, 9/21/82)
VEHICLE: Green '01 Infiniti 4D (HQXV96)
INCIDENT: Trafficking Meth (More than 14g, less 28g-Felony), Possess Meth (Felony), Traffic Warrant (Mis), Traffic Citations (Mis)
Summary: Deputy Pitulan conducted a traffic stop in the 4500 block of N. Ocean Dr. for an Obscured Tag. The driver, Medina, had an active warrant for Driving w/o Valid License. Medina was placed under arrest for the warrant and for DWLS w/knowledge. Inventory of the vehicle revealed 22 grams of FTP methamphetamine. Drug Trafficking Unit Sgt. Hyatt notified. Medina, who is an LBTS resident, was transported to the Main Jail. Investigation is ongoing. The suspect's vehicle was submitted for confiscation procedures.

CASE: 13-1912-000889
DATE/TIME: 12/29/19 @ 1430 hrs
LOCATION: 4316 El Mar Drive
VICTIM: Rodly Francois (b/m, 08/1/82)
INCIDENT: Drowning
SUMMARY: Several beachgoers reported seeing the listed victim enter the rough ocean surf, flail his arms in distress (rip current), and disappear under the waves to never resurface. Deputies responded and Sgt LaGana assumed incident command. An exhaustive search was conducted by BSO and Coast Guard helicopters, multiple BSO, FLFD, FWC and Coast Guard boats and rescue personnel from LBS, AMR and FLFD. The Pompano Beach District searched their beach south into LBS. The victim's property was recovered from where it was setup on the sand behind Oriana. No ID was located, but a single Toyota key was. Investigation revealed the identity of the missing person and an exhaustive search was continued by the USCG and the victim resurfaced (deceased) on New Year's Eve approximately 70 yards north of the pier. The recovery of the deceased was coordinated by Captain Palmer and the victim was recovered by the BSO Marine Unit and the VFD. The deceased was transported by vessel to the BSO Marine Unit dock where detectives positively identified the deceased and notified the victim's next of kin.

MONTHLY ARREST LOGS:

131908000696	Robbery -No Firearm or Weapon	4600	El Mar Dr
131909000451	Aggravated Assault With a Deadly Weapon-With No Intent to Kill	218	Commercial Blvd
131912000168	Grand Theft Motor Vehicle	4100	El Mar Dr
131912000261	Warrant -Alcohol Possession	4331	N Ocean Dr
131912000278	Battery-Domestic Violence	4660	N Ocean Dr
131912000574	Warrant-Possession of Cocaine	4400	N Ocean Dr
131912000576	Possession of Methamphetamine	275	Commercial Blvd
131912000845	Traffic Methamphetamine- >14 Grams<28 grams	4501	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2018 YTD	2019 YTD
AUTO THEFT	0	0	12	8
BURGLARY-BUSINESS	0	1	2	2
BURGLARY-CONVEYANCE	1	2	23	21
BURGLARY-RESIDENCE	0	0	14	5
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	2
HOMICIDE	0	0	0	1
ROBBERY	0	0	9	2
THEFT-GRAND	0	1	25	19
THEFT-PETIT	2	1	47	44
TOTALS	3	5	132	106

****Crime totals YTD are based on Florida State Statute and may vary based on UCR verification in June 2020****

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	132
COP Patrol Miles - Month	177
COP Hours Worked - YTD	1970
COP Patrol Miles - YTD	3526

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

COP Beach Patrol Hours - Month	7
COP Beach Patrol Hours - YTD	323

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	2019 YTD
Reserve Deputy - Days Worked	2	19
Reserve Deputy - Hours Worked	58	208.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The December 2019 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity December 2019

Reports/Calls	
Miscellaneous Service	
Event Reports	37
Accidents	8
Calls for Service	960

Arrests	
Type of Arrest	
Felony	5
Misdemeanor	0
NTA	0
Capias/Warrant	2
Traffic	0
NIC (felony)	2
DV Misdemeanor	1
DV Felony	0
DUI	0
Total Arrests	10

General	
FI	31
Truant	0
Truant Debriefed	0
Elder Link	0

Traffic	
Types of Citation	
Non-Moving / Moving Citation	81
Parking	0
Warnings	120
Total Citations	201

Time Worked	
Hours Worked	
Bike Patrol	18
Court Overtime	24
Training	108
Detached	19.5
Other Overtime	345.25
Days Worked	31

Narrative	
ATV: 247 Miles / 66 Hours Reserve Deputy worked 2 shifts (58 hrs)	



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

December 31, 2019

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	2	1
Deputy Sheriff	19	19	
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
Deputy Alin Pitulan	16365	Assigned	Transferred
Deputy Miguel Cedillo	17749	Transferred	Assigned

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Deputy Roberto Colon	11509	Human Resources	Oral Interview Board	8
CSIA Giovanna Anderson	18512	Weston District	Rotary Run	5
Deputy Jorge Figueroa	18588	FLL Airport/Hallandale Bch	POTUS Event	6.5
TOTAL				19.5



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report (Bill Vance, Town Manager)

Explanation:

- Final coordination meetings with Pompano and Terra Mar residents this month and then Terra Mar storm-water improvements out to competitive bid in February.
- Jarvis audio and visual upgrades complete.
- Public Service Director and Town Manager seeking to create a five-year LBTS beach re-nourishment/maintenance plan proposal. Professional services bid coming to formal attention of Town Commission January 28. Staff predicts also recommending the establishment of a LBTS Beach Advisory Committee in 2020.
- El Mar Professional Services Qualifications request was advertised January 9. Town Engineer, Town Development Services Director, Public Service Director and Town Manager will rank the qualifications from participating design firms and make February 11 recommendations to Commission as to what 2 firms we should negotiate with prior to establishing final award recommendation February 25. El Mar design effort will depend upon public input throughout 2020.
- Town Manager understands Chamber of Commerce has established an ex-officio position on their Board of Directors for a Town Rep.
- Development Services Department seeking to expedite efforts working with Broward County Transportation Officials to construct numerous bus shelters in LBTS in 2021.

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

CIP Updates (Bill Vance, Town Manager)

Explanation:

The Town Manager will give an update on the LBTS CIP projects

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Action Plan (Town Manager)

Explanation:

The Town Manager will give a brief update on the Town's Action Plan

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

December 10, 2019 Commission Workshop Minutes

Explanation:

Approval of the minutes from the December 10, 2019 Commission Workshop and December 10, 2019 Town Commission Meeting

Recommendation:

Approve/Accept

Attachments:

1. December 10, 2019 Commission Workshop Minutes
2. December 10, 2019 Town Commission Meeting Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
COMMISSION WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, December 10, 2019
6:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:02 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Finance Director Lucilla Lang, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

John Graziano, representing the Terra Mar Civic Association, stated that this neighborhood is not in favor of designating a specific area of the beach for dogs, as animal waste could lead to a high bacteria count in the water.

Stuart Dodd, resident, felt an ideal trial location for a dog beach would be behind the former Villa Caprice property. He concluded that this would help keep other Town beaches clean.

Jim Madgett, resident, showed a brief slide presentation regarding a dog-friendly beach in Fort Lauderdale. He asserted that many dogs in this area are not confined to the appropriate area or leashed and emphasized the necessity of enforcement if a dog beach is created in Lauderdale-By-The-Sea.

John **Frasene**, resident, expressed concern that non-residents would be less motivated to help keep a dog beach clean of waste. He felt a dog beach would have to be well-regulated and surveilled to prevent a potential public health issue.

Blanca Ramos, resident, felt a dog beach would not be less sanitary than other busy public beaches. She felt most individuals would act responsibly and clean up after their dogs.

Nikki Smith, resident, stated that she was supportive of a dog park, and proposed the alternate location of a grassy area near the Town's tennis courts. She recommended that this area be fenced in and owners required to register their pets.

Ron Piersante, resident, referred to a Town Ordinance which states pet owners are responsible for cleaning up their dogs' waste. He noted that there is no enforcement of this Ordinance and concluded that dog waste on beaches could contribute to health issues.

Richard Felago, resident, commented that he would prefer the Town's beaches to remain dog-free. He urged the Town not to follow the example of larger municipalities.

Jeff Yocom, resident, stated that dog owners would regulate themselves within a designated dog beach. He was in favor of a trial dog beach that required registration of pets.

Paula Blaker, resident, felt dog owners help keep the beach clean of pet waste and other garbage. She was in favor of designating a dog beach.

Jeannie Clark, resident, recalled that she had written a letter to the editor of the *Sun-Sentinel* in 2005 advocating for a dog beach. She felt beaches should be for everyone.

Elizabeth Mack, resident, provided a petition with 45 signatures in favor of a dog beach in Lauderdale-By-The-Sea.

Michael Kelly, resident, observed that Lauderdale-By-The-Sea does not share the demographics of greater Fort Lauderdale and other larger cities, from which some individuals would be likely to visit a dog beach.

Barbara Cole, resident, recommended that the Commission schedule a workshop prior to every Commission meeting.

Jane Doremus, resident, stated that Lauderdale-By-The-Sea is not a dog-friendly town in comparison with other communities. She felt the lack of a dog beach was a disservice to residents.

Charles Mangano, resident, pointed out that dogs are already on the beach and that a dog beach would provide regulation.

Linda Sandler, resident, advised that dog owners already access the beach near A1A and allow their pets off-leash. She expressed concern for the safety of beachgoers.

Bill Hubbard, resident, felt the activity described by Ms. Sandler illustrated the need for a dog beach.

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

3. DISCUSSION ITEM

- **Dog Beach Possibilities**

Commissioner Strauss acknowledged that this issue had been discussed by previous Commissions, and that both the Town and the Commission have changed since that time. He proposed a more restrictive dog beach than what was previously discussed, with specific locations, times, requirements, and permits. Revenue generated by permits could be used to police the area and provide cleanup stations and other amenities.

Commissioner Strauss continued that dog owners typically regulate themselves, and that use of a dog beach would likely be open only to permitted dogs. He felt a trial effort would be fair to the Town.

Vice Mayor Sokolow stated that the current Ordinance prohibiting dogs from the beach is regularly violated, and that establishing a dog beach with fees would be unsuccessful and unenforceable. He also noted that a dog beach is available in nearby Fort Lauderdale.

Town Manager Bill Vance recommended that any majority direction given to Town Staff regarding a trial dog beach take the issue of service animals into consideration.

Commissioner Malkoon noted that the Town has very limited public beach space and expressed concern with the possible health and enforcement issues raised during Public Comment. He pointed out that dog beaches in other cities require staff, which would require funding. He suggested designating a dog park or dog-friendly section of one of the Town's parks.

Commissioner Oldaker commented that the Villa Caprice property, which has been suggested as a site for a trial dog beach, has also been discussed as the site of high-

end development. He pointed out that larger cities have more staff resources for enforcement of park facilities. He concluded that he was in favor of allowing a dog park or beach on a trial basis if that is the public's desire.

Mayor Vincent noted that there have been complaints in the past regarding dogs on public beaches, although there have been none recently. He felt it could be better to allow dog owners to police themselves rather than to dedicate Town resources toward enforcement. He was also in favor of allowing a dog beach on a trial basis.

It was determined by consensus that a trial dog beach or dog park would come back as an Agenda Item at the next regular Commission meeting on January 14, 2020.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:00 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, December 10, 2019
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 7:18 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Recycling Coordinator Vicki Eckels, Public Information Officer 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

None.

5. PRESENTATIONS

5.a Solstreet Presentation (Mayor Vincent)

Mayor Vincent explained that the Town is considering the designation of a drop-off/pickup area for ride sharing services in order to lessen congestion in the Downtown area. Once designated, this area will include a shelter and amenities. Solstreet is one prospective provider of these features.

Lisa Smith, representing Solstreet, showed a PowerPoint presentation on the company’s solar charging bench, which allows users to charge their cell phones. The bench is entirely solar-powered. When permanently installed, the bench can withstand wind speeds of up to 150 miles per hour. The digital text is available in multiple languages and is similar in technology to a Kindle device. An engineering report with

installation guidelines is available, and the engineering company is certified within the state of Florida. More information is available at solstreet.net.

5.b Arbor Day Proclamation (Bill Vance, Town Manager)

Mayor Vincent stated that Lauderdale-By-The-Sea has the opportunity to be designated a Tree City, U.S.A. by the National Arbor Day Foundation. This is a significant quality-of-life opportunity for the Town to become an active proponent of tree planting and beautification efforts. The Town will work closely with the Garden Club to achieve this distinction.

Mayor Vincent read a Proclamation which designated Friday, January 17, 2020 as Arbor Day in Lauderdale-By-The-Sea and encouraged all citizens to plant trees.

5.c Christmas-By-The-Sea Recap (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Debbie Hime showed video highlights of the Town's recent Christmas-By-The-Sea event on December 4, 2019. She thanked Town Staff and community volunteers for their hard work in making this event a success.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Brian McSweeney, resident, expressed concern with the Circuit ride-sharing service operating in the Town. He felt the company's characterization as "a free ride" subsidized by sponsorship was incorrect, as drivers may accept tips. He did not feel this business is consistent with the character of Lauderdale-By-The-Sea, and that it should be investigated.

Charles Mangano, resident, requested information on activity at the former Holiday Inn property. He also asked for an update on the proposed El Mar Drive project.

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

Town Attorney Susan Trevarthen addressed the concerns raised by Mr. McSweeney, stating that the Circuit service has no permit relationship with the Town. Town Manager

Bill Vance added that he has requested that the service provide correspondence of intent and proof of liability insurance, both of which have been submitted. The Town will continue to monitor the business's progress.

7. PUBLIC SAFETY DISCUSSION

7.a BSO November Report (Captain Tom Palmer)

Broward Sheriff's Office (BSO) Captain Tom Palmer recounted an incident in which the Town's license plate reader (LPR) cameras assisted with the apprehension of a criminal.

Captain Palmer reviewed additional activity from the month of November 2019, stating that a new temporary speed sign has been deployed in the area of West Trade Winds Avenue in response to residents' concerns. He concluded that BSO offers free vacation house watch service for individuals leaving town to ensure their homes are secure in their absence.

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

7.b VFD November Report (Chief Judson Hopping)

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

7.c AMR November Report (Chief Brooke Liddle)

Mayor Vincent advised that information packets are available on Emergency Medical Services (EMS) transportation rates for non-emergency service to residents. Many residents may not be aware that there are costs associated with this type of transportation.

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

8. TOWN MANAGER REPORT

8.a Town Manager Report (Bill Vance, Town Manager)

Town Manager Vance reported that Municipal Services Director Ken Rubach had assisted in painting BSO and Volunteer Fire Department (VFD) offices on A1A. This work is now complete. The Municipal Services Director and Town Manager are working to create a five-year beach re-nourishment and maintenance plan proposal, which will be brought before the Commission for consideration and potential implementation.

Terra Mar stormwater improvement plans are complete, and the project can go out for bid in early 2020. Routine Capital Improvement Program (CIP) updates will be included on Town Agendas in the future.

The Town Manager and Chamber of Commerce representatives will meet with general contractors to negotiate implementation of Americans with Disabilities Act (ADA) compliance plans for the Visitors' Center and Chamber of Commerce office.

Once the Town Commission determined that the Town would not proceed with plans including a median path on El Mar Drive, the Town decided to pursue Broward County transportation surtax resources in early 2020 to help fund a revised El Mar Drive project. Town Staff is also moving forward on the request for qualifications (RFQ) process for an engineering firm to assist with the public design phase. This process is expected to begin in early 2020, with the goal of completing design efforts during that year and moving forward with construction activities in 2021.

Town Manager Vance concluded that the Town is working with BSO to determine potential options to address increased truck traffic on Town roadways.

Commissioner Malkoon requested an update on the transfer/backup of data from the Town's website. Town Manager Vance replied that the contract with provider Granicus did not originally include a deadline for this process. With the assistance of the Town Attorney, a 90-day time frame was negotiated for the completion of the transfer. Approximately 60 of the 90 days have expired thus far.

Commissioner Malkoon also asked when updated goals and an Action Plan for the Commission and the Town could be provided. Town Manager Vance replied that these could be included in the Commissioners' informational materials at the first meeting in January 2020. Completed projects will be removed from the Action Plan.

8.b Finance Director October 2019 Report (Lucila Lang, Finance Director)

Commissioner Oldaker requested that financial forecasting of Town fund balances, such as the Parking Fund, be incorporated into future reports.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a November 12, 2019 Town Workshop Minutes

November 12, 2019 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

Items 11a, 11b, and 11c were pulled for additional discussion.

11.a Beach Cleaning Services Contract (Ken Rubach, Municipal Services Director)

Municipal Services Director Rubach explained that the Town previously had a five-year contract with its beach cleaning services provider. The contract expired in 2019. The Town considered increasing services to address large amounts of seaweed as well as the number of times the beach is cleaned.

Mechanical cleaning of the south beach will increase from six to seven days per week, and sanitization will increase from four to seven days as well. On the north beach, mechanical cleaning will increase from five to seven days per week and sanitization will remain the same. These changes affected the cost increase of the contract from roughly \$162,000 to approximately \$246,000, or just over 50%. There will be 312 additional services per year.

Commissioner Oldaker also requested additional information of how trash on the beach is addressed, as discussed during the workshop preceding tonight's meeting. Municipal Services Director Rubach replied that there are several trash cans along the beach, which are emptied in the morning when other debris is cleared.

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

11.b Phase 3 Camera Purchase & Installation (Ken Rubach, Municipal Services Director)

Commissioner Oldaker advised that he wanted the public to be aware when the Town makes investments in cameras in different areas of the Town. Captain Palmer stated that the third phase of installation includes cameras in the Terra Mar and Bel Air neighborhoods, as well as the beach portals, the Square, Imperial Lane, and Hibiscus Drive. The cameras can accommodate two to three weeks' worth of recording time.

Mayor Vincent requested additional information regarding case law as applied to video cameras. It was clarified that public records requests are not allowed in the case of video/LPR cameras unless a crime has been committed. Footage is used only for law enforcement purposes.

Commissioner Strauss requested information on the equipment's warranty due to weather conditions in South Florida. Municipal Services Director Rubach advised that of more than 50 cameras in the Town, only one minor issue has occurred. The cameras have proved to be reliable and the contractor responsible.

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

11.c 2020 Nissan Versa Lease – Parking Services (Ken Rubach, Municipal Services Director)

Commissioner Malkoon asked if "Pay by Plate" service is now active at the parking lot on Bougainvillea Drive. Municipal Services Director Rubach confirmed that this is currently the only location at which this service is active. LPR cameras will be used only to read plates. The 2020 Nissan Versa cited in this Item will replace an electric golf cart that is presently in use. There will be no staffing changes.

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

11.d Special Event Application for the Sunday, January 26, 2020 A1A Marathon and Sunday, February 14, 2020 A1A Marathon (Debbie Hime, Special Projects Coordinator)

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Item 11d. Motion carried 5-0.

12. OLD BUSINESS

12.a Request for Further Stay of Town's Foreclosure Lawsuit Against FDG South so that Concord Wilshire Capital, LLC Can Continue to Pursue Redevelopment (Susan Trevarthen, Town Attorney)

Town Attorney Trevarthen explained that this Item is a continuation of action taken in spring 2019 by the Commission regarding the former Holiday Inn site on the south end of Town. This site is owned by Florida Development Group (FDG). Due to a lack of progress on the property, the Commission authorized the initiation of foreclosure action against FDG to address the \$7.5 million in Code liens that had accrued at that time.

Following the filing of foreclosure action, the Town received a request from FDG as well as from an interested purchaser, Concord Wilshire Capital, LLC, for the Town to allow more time so the two parties may work together on a contingent purchase/sale agreement. The Commission consented to a stay, which prevents the foreclosure litigation from moving forward so FDG may negotiate with the prospective purchaser. The stay included a provision for due diligence and entitlements so Concord Wilshire could familiarize itself with the property and engage in processes which could lead to approval of its development plans before closing on the site.

The Town established requirements for Concord Wilshire, including initial submission of a Site Plan approval application and an application for mitigation of Code liens on the property.

At present, the period of the stay is about to expire. The Commission must decide whether or not to grant Concord Wilshire and FDG additional time. No plans for the development of the property are before the Commission at this time. There is an agreement between FDG and Concord Wilshire which is contingent upon whether or not the Commission agrees to extend the stay on foreclosure litigation. The requested stay would extend through November 30, 2020. An outline of the remaining steps of the process is included in the Commission's backup materials. Additional hearings before

the public, the Planning and Zoning Board, and the Commission would be required before any development approval could be granted.

Town Attorney Trevarthen emphasized that if the need to amend Code arises for certain aspects of the development process, Concord Wilshire is requesting an additional three-month delay to account for the planning and zoning/public reading process. This would apply only to items controlled by Town Code.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she opposed the stay of litigation as well as plans for the site.

Stuart Dodd, resident, advised that he opposes the stay as well as the most recent Site Plan, which was submitted to the Town late the previous week.

John MacMillan, business owner, felt the Town had missed an opportunity by failing to accept a cash offer he had presented for the former Holiday Inn property.

Mark Stern, resident, also opposed the stay, as the process is already lengthy and there are other options open to the buyer and seller.

E.J. Wojtowicz, resident, opposed the stay and did not feel it was appropriate to the character of the Town.

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

The Commissioners discussed the Item, with Commissioner Oldaker requesting clarification of any potential repercussions to denying the stay. Town Attorney Trevarthen replied that the most recent agreement between FDG and Concord Wilshire indicates that the buyer's ability to proceed is conditioned upon a positive vote. Should the stay not be approved, their continuing interest in the property could cease.

Commissioner Oldaker observed that the Commission has made no decision on a particular approach to the subject property, as they are waiting for a developer to come forward with proposals. A workshop is anticipated in January 2020 to present any such proposals to the public.

Commissioner Oldaker asked if it might be possible to shorten the length of the requested stay, or if it could be terminated if certain milestones are not met. Town Attorney Trevarthen pointed out that a list of items remains to be accomplished prior to Site Plan approval. One reason for this approach is that the building on the property has nonconforming rights, which must be acted upon within six months of Site Plan approval according to the Town's Charter.

Commissioner Malkoon expressed concern with the public input related to the site's design. He noted that the developer has not responded to public input received earlier in the year and may not fully understand what the Town's residents want. He did not feel it was appropriate to extend the process for another year and suggested that a shorter time frame could be a possibility.

Vice Mayor Sokolow recalled that Town residents had clearly expressed their opinions regarding the workshop proposal to close El Mar Drive. He noted he is also asked, on a regular basis, about plans for the former Holiday Inn property. He concluded that residents would need to make a decision about what they want to see on the subject property, and that a shorter stay in which a workshop is scheduled, and public input is heard should be considered.

Commissioner Strauss recalled that at a previous meeting, there was mention of at least one workshop at which the developer will present prospective plans to the public for comment. He felt a stay of a full year, however, was not appropriate, and that 60 to 90 days would be more reasonable.

Commissioner Oldaker asked what outcome might trigger the potential deal to fall through. Town Attorney Trevarthen advised that the project has been portrayed as contingent upon an application to vacate or modify El Mar Drive. She clarified that FDG is the property owner and Concord Wilshire is the contingent purchaser. Commissioner Oldaker commented that he did not see any significant changes to the developer's plans that would respect the wishes of the Town as expressed at the 2019 workshop.

Commissioner Malkoon noted that the Commission could advise the developer that should they provide plans for a project without vacation of El Mar Drive, the Town and the developer might then reach an agreement for a longer stay if certain milestones are met. He did not feel there was any purpose to a stay in which the developer continued to propose the same design. Commissioner Strauss added that the Commission may still stay the foreclosure at a later time if an acceptable deal is brought forward.

Mayor Vincent stated that Concord Wilshire was advised to hold two public workshops with presentations. While he agreed a stay of one year was not appropriate, he felt it would be wise to give them time to continue through the regulatory process and decide on next steps.

Commissioner Oldaker asked if the Commission would continue to give the developer additional time if the next public workshop shows more plans that do not meet the Town's wishes for the property. Mayor Vincent advised that Concord Wilshire is aware of what they will need to do, and the workshop(s) will provide the opportunity for them to make their decision. He also advised caution regarding the disposition of the site, which may sit empty for several years if FDG continues to own it.

Town Attorney Trevarthen clarified that if the Commission does not grant another stay, they will not have the opportunity to do so if the developer comes forward with prospective plans in the next four days, as this is the final meeting of 2019.

Chris Nieberding, representing Concord Wilshire, stated that the developer is in the process of establishing an outreach process, including a website. If there is no stay of foreclosure, their contract with FDG would be terminated and there is no reason for further outreach. He affirmed that they hoped to schedule a public workshop for January 16, 2020 and recommended that the Commission's decision be mindful of the time frame required for the approval process.

Commissioner Strauss observed that he would not wish to attend a January workshop that did not reflect updates to the proposed plans. Mr. Nieberding advised that the extension Concord Wilshire has negotiated with FDG is contingent upon the date of November 30, 2020; however, if the Commission granted a shorter extension, Concord Wilshire would be willing to try to persuade FDG to accept it.

Vice Mayor Sokolow made a motion to grant a 60-day extension to the foreclosure.

Commissioner Malkoon proposed the following amendment to the motion: to include the preference or direction of the Town that plans do not include the vacation or building over of El Mar Drive, and to schedule a workshop as well. The amendment was not accepted.

Commissioner Malkoon explained that he was not in favor of reviewing additional plans that included a restriction of or encroachment onto El Mar Drive. Vice Mayor Sokolow

asserted that the Town has made its wishes clear regarding the workshop, and that it is Concord Wilshire's prerogative to determine what further action they will take. The Town is not a party to the business decision between Concord Wilshire and FDG. The 60-day extension would expire on February 7, 2020.

It was determined that FDG would need to indicate their consent to the proposed 60-day stay by December 21, 2019. Should they not provide this consent, the Town would move forward with foreclosure.

Vice Mayor Sokolow's motion was restated as follows: to extend the foreclosure stay through February 7, 2020, on the condition that the Town receives written evidence that FDG has agreed to this new plan and extended the option for Concord Wilshire to proceed. Commissioner Strauss seconded the motion. Motion carried 4-1 (Commissioner Malkoon dissenting).

13. NEW BUSINESS

13.a Downtown Code Enforcement (Noise and Sidewalk Crowds) (Bill Vance, Town Manager)

Town Manager Vance explained that there have been issues related to crowded sidewalks, loud music, and other concerns in the Downtown area. To address these concerns, the Town Manager and Development Services Director are working closely with BSO, Code Enforcement, business owners, and property owners to ensure that conditions remain as safe as possible, particularly at the intersection of A1A and Commercial Boulevard. He expected that business owners would comply with any public safety-related requests made by BSO personnel.

Mayor Vincent asked what might happen if entities are noncompliant with these requests or if repeat offenses occur. Town Manager Vance replied that should this happen; he would put together a recommendation to address the modification of sidewalk café permits at the earliest opportunity.

Captain Palmer advised that when BSO personnel observe a violation, they ensure it is documented, including the use of body-worn cameras. If businesses are unable to cooperate with the requests of BSO, they would be informed that further action may be necessary, including review or modification of sidewalk café permits.

Town Attorney Trevarthen clarified that sidewalk café permits are not a conditional use but a licensed use. The agreement lists several obligations that must be met by the permit holder. Should the permit holder fail to meet these obligations, they can lose the agreement. Action of the Town Commission is not required for the permit holder to be placed on notice; however, the Town Attorney recommended providing written notice to those parties. Town Manager Vance added that this can be done administratively, and the Commission may provide the forum for a hearing if necessary.

Commissioner Malkoon asked how volume control is managed without sound checks. Town Manager Vance advised that businesses are asked to turn their speakers away from the street and into the establishment. Mayor Vincent added that the Town is responsible for enforcing its Ordinances and may not ignore continued breaches of policy.

Development Services Director Linda Connors stated that current Code regarding the suspension or revocation of a sidewalk café permit requires the Town Manager to serve the licensee with a written notice of Ordinance violation, by certified mail or hand delivery, at the business address listed on the application. The licensee is advised of a reasonable time frame in which to eliminate the violation. They also have the opportunity to request a hearing before the Town Commission unless an emergency situation exists. No advance notice is required in the event of an emergency that poses danger to public health, safety, or welfare.

Commissioner Strauss emphasized the importance of documenting all interaction, including verbal requests, in the event that a violation occurs.

14. COMMISSIONER COMMENTS

The Commissioners wished happy holidays to all present.

Mayor Vincent advised that on Wednesday, December 11, 2019, from 7:30 p.m. to 8:30 p.m., a “Hypnosis Show” will be presented at Jarvis Hall. Admission is free.

15. ORDINANCES 1ST READING

15.a Ordinance 2019-11 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE’S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A

FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLE'S GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was in favor of the Ordinance.

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

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

16. ORDINANCES 2ND READING

16.a Ordinance 2019-09 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 9, “FLOOD PREVENTION AND CONTROL,” TO UPDATE REGULATIONS IN ORDER TO COMPLY WITH THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)-APPROVED FLOODPLAIN MANAGEMENT ORDINANCE AND CONFORM WITH STATE CITATIONS AND MANDATES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

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

- 16.b Ordinance 2019-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN’S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON THURSDAY, JANUARY 9, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Tedra Allen, Town Clerk)**

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a Resolution 2019-42 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2018/2019 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE (Lucila Lang, Finance Director)**

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

Commissioner Oldaker requested additional information regarding an overtime adjustment in Municipal Services. Municipal Services Director Ken Rubach replied that this adjustment covers all special events, including community events, hurricane preparations, and any emergency or after-hours issues.

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

17.b Resolution 2019-43 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, MODIFYING THE PARKING FEES BY UPDATING THE HOURLY AND DAILY PARKING METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

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

Town Manager Vance advised that the Town is able to charge \$2.25 per hour throughout the Town for parking. Lauderdale-By-The-Sea has one of the lowest parking rates in South Florida. Because future investments, such as the El Mar Drive project, will require significant resources, he recommended that \$2.25/hour be established as the uniform rate east of Seagrape Drive.

Mayor Vincent noted that there have been requests from West End businesses that coin meters be placed in the area as an option for short-term customers. Municipal Services Director Rubach advised that a coin option is available.

Town Manager Vance explained that because \$2.25 is the maximum the Town may currently charge; rates may be raised to this level throughout the Town. A new parking study is anticipated in fiscal year (FY) 2021. It was clarified that the Commercial Boulevard business district will continue to charge 75 cents per hour for parking.

Mayor Vincent observed that there is a parking area on East Tradewinds Avenue in which parked pickup trucks extend into the roadway. Municipal Services Director Rubach replied that Staff would look into this and make modifications accordingly.

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

17.c Resolution 2019-44 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES FOR CODE COMPLIANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING

FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

Development Services Director Connors recalled that Calvin, Giordano and Associates has served as the Town's Code Compliance team since 2011. Their contract expired in September 2019. A request for proposal (RFP) was issued, which received one response from Calvin, Giordano.

Since that time, Staff has improved upon the level of staffing recommended by that agency, which changes the amount initially proposed in the response. It is still a lower amount than what was originally budgeted for FY 2019-2020. The contract is for three years with two one-year renewal terms, as well as an annual escalator clause based on the April 2019 consumer price index (CPI). The contract includes one full-time Code Officer at 40 hours, one Code Officer at 30 hours, and one part-time Officer that averages to roughly six hours per week. The part-time Officer will provide assistance in the Downtown area. The annual fee is \$253,482 for salaries, expenses, and information technology (IT) services.

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

17.d Resolution 2019-45 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH THE CORRADINO GROUP FOR CONSULTANT SERVICES RELATED TO THE PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

Development Services Director Connors stated that this Item addresses the contract for the Town's Walkability and Bike Master Plan, which is a priority of the FY 2019 Action Plan. It received one response at bid from the Corradino Group. Staff has met with the

Corradino Group, which plans to hold one public workshop to discuss preliminary findings and gather public input. They will also review existing documents, consult with BSO and Development Services Staff, and prepare recommendations to address needs that specify both benefits and disadvantages. Finally, they will provide cost estimates to help the Town determine how to budget funds to improve pedestrian and bicycle services.

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

17.e Resolution 2019-46 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE REMOVAL OF GLASS FROM THE LIST OF MATERIALS THAT CAN BE COLLECTED IN CURBSIDE RECYCLING PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

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

Recycling Coordinator Vicki Eckels advised that glass has never had value as a recyclable material and should never have been included as an approved material. She noted that this change will require a significant public education campaign.

Commissioner Oldaker added that the County-wide working group, which is seeking to establish a destination for solid waste, is determining how this effort will be structured.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item. Individuals wishing to speak on the Item were sworn in at this time.

18.a Site Plan Modification for 100 Commercial Boulevard (Linda Connors, Development Services Director)

Development Services Director Connors stated that the request would add a 500 sq. ft. mezzanine to an existing building, which increases the intensity of the site. The Planning and Zoning Board recommended approval of the modification by a vote of 5-0. The site's footprint will not change with this exterior renovation

Due to the addition of 500 sq. ft., two parking spaces will also be added. The Applicant is participating in the Town's Payment in Lieu of Parking (PILOP) program.

Ten conditions are attached to the Application and are included in the Commissioners' backup materials. The conditions include:

- Obtain a letter of approval from Recycling Coordinator Vicki Eckels regarding the building's trash and recycling plan
- Replacement of ground cover in vehicular use area
- Update the most recent plans for the site, with an updated revision date
- Provide a full sidewalk easement on the existing plan
- Correct the site's legal description in Broward County Records Office
- Ensure that Site Plan Modification does not take effect until the PILOP application is finalized and payment is made to the Town
- Approved Site Plan does not create a right for the Applicant to obtain a permit from state or federal agencies, and does not create liability on the part of the Town for issuance of approval if the Applicant fails to fulfill the obligations proposed by those agencies or violates state or federal law
- Town Clerk shall certify there are no outstanding fines, fees, taxes, or other charges owed by current or past owners of the subject property; if these exist, the Town will issue only the building permit necessary to correct the violation until all outstanding debts are paid in full
- All applicable state and federal permits shall be obtained before construction commences

Mayor Vincent observed that the mezzanine is intended for storage only and will not be used by the public and asked why the Applicant is required to pay for two additional parking spaces under the PILOP program in this case. Development Services Director Connors explained that Code requires parking in retail and office space according to the total square footage of the property.

Town Attorney Trevarthen further clarified that Code requires everything within a building's exterior walls to be counted toward its gross floor area, which in turn determines the parking requirement. Some cities have a more refined definition that

allows for the exclusion of certain areas from the parking count. The Commissioners agreed by consensus to bring this portion of Code before them for amendment.

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

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

18.b Site Plan Modification for 4329 El Mar Drive (Seaside Villas f/k/a Eastward Strand) (Linda Connors, Development Services Director)

Development Services Director Connors stated that the owners of this property have submitted an application to renovate five existing buildings. Upon review of the Site Plan, they realized that unpermitted construction was done prior to their purchase of the property. This had increased the number of units to 31. The Applicants have submitted a Site Plan that shows the increase of the number of units from 28 to 30, 20 units with kitchens and 10 without. This will meet the grandfathered density requirements of the site.

The Applicant plans total renovation of the buildings to enhance landscaping, add two ADA-compliant parking spaces, and renovate the buildings' exteriors. The Planning and Zoning Board recommended approval by a vote of 5-0.

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

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

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 10:30 p.m.

Mayor Chris Vincent

Lauderdale-By-The-Sea
Regular Town Commission Meeting
December 10, 2019

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

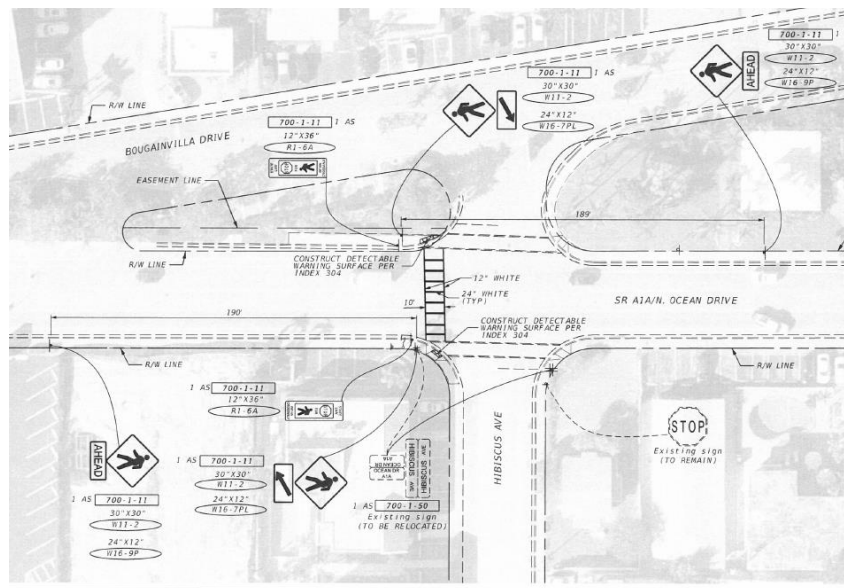
Agenda Section: CONSENT AGENDA

Subject Title:

Granting of an Easement to the Florida Department of Transportation ("FDOT") in association with the Installation of a Crosswalk at A1A/N Ocean Drive and Hibiscus Ave (Ken Rubach, Municipal Services Director)

Explanation:

As part of the final stages prior to installing the crosswalk at A1A & Hibiscus Ave ("Project"), FDOT notified the Town that it did not have the proper easements on the west side of A1A to complete the Project. It was determined that this was Town property and that for the Project to move forward FDOT would need an easement from the Town. The easement will allow for the placement of necessary signage to delineate the new crosswalk as well as construction of a detectable warning surface at the edge of the crosswalk to comply with ADA requirements. The final proposed easement agreement (Exhibit A) was reviewed by both the Town Attorney and FDOT Legal Counsel.



Recommendation:

Staff recommends approval of Resolution 2020-02 granting an easement to FDOT at A1A & Hibiscus for the purposes of constructing a new crosswalk, approving the perpetual easement agreement, and authorizing the Town Manager to execute the agreement.

Attachments:

1. FDOT Perpetual Easement Agreement
2. Resolution 2020-02

07-PE.13-07 /18

This instrument prepared under the direction
of: Elizabeth S. Quintana, Esq.

District Four Assistant General Counsel

Legal Description prepared by:

Amelia Rodriguez-Alers, P.S.M. (11/08/19)

Document prepared by:

Grace K. Abel (11/13/19)

Florida Department of Transportation

Right of Way Production Services

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309

Parcel No.

848.1

Item/Segment No.

4413231

Section:

86050-2521/86050-2509

Managing District:

04

S.R. No.

A-1-A (North Ocean Drive)

County:

Broward

PERPETUAL EASEMENT

THIS EASEMENT Made this _____ day of _____, 20_____, by **TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation**, whose address is: 4501 North Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, Grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, Grantee.

RECITALS:

WHEREAS, Grantee proposes to construct or improve State Road No. A1A (North Ocean Drive), Item /Segment No. 4413231, Section 86050-2521, in Broward County, Florida (“Project”);

WHEREAS, Grantee determined that a crosswalk was warranted at the Project;

WHEREAS, in order to complete the Project, Grantee needs an easement from Grantor on the west side of A1A, more particularly described in Exhibit “A”; and

WHEREAS, Grantor wishes to grant Grantee the required easement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual and exclusive easement for right of way or public road purposes (“Easement”), together with the right to enter upon said property and construct and maintain a public road thereon with all such fills, cuts, drains, ditches, access, ingress and egress and other incidences necessary or convenient in connection therewith, in, over, under, upon and through the

following described land in Broward County, Florida, more particularly described in the sketch and legal description attached hereto as Exhibit "A" ("Road Segment").

2. The use of this Easement is restricted to the construction, maintenance, and repair of the improvements to be constructed as contained within FDOT's plans for the Project for which the Easement is being conveyed, as shown in FDOT's plan and profile sheets for the Project attached hereto as Exhibit "B" to this easement. This Easement shall in no manner convey or interfere with Grantor's ownership of the Road Segment for the construction, installation, maintenance, including the drainage system associated roadway improvements on the Road Segment.
3. Grantee agrees to accept all legal rights, responsibilities, and obligations with respect to the Road Segment related only to this Project, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segment for this Project.
4. To the extent provided by law, Grantee shall hold harmless Grantor against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Grantee, or any of its officers, agents or employees acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify Grantor for the negligent acts or omissions of Grantor, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Grantee to be sued by third parties in any manner arising out of this agreement.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its Town Clerk, the date first above written.

ATTEST: _____

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

Print Name: _____
Town Clerk

By: _____

Print Name: _____
Its Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Official Seal)

By: _____
Town Attorney

STATE OF FLORIDA

COUNTY OF

BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Mayor on behalf of the **TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation**, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public

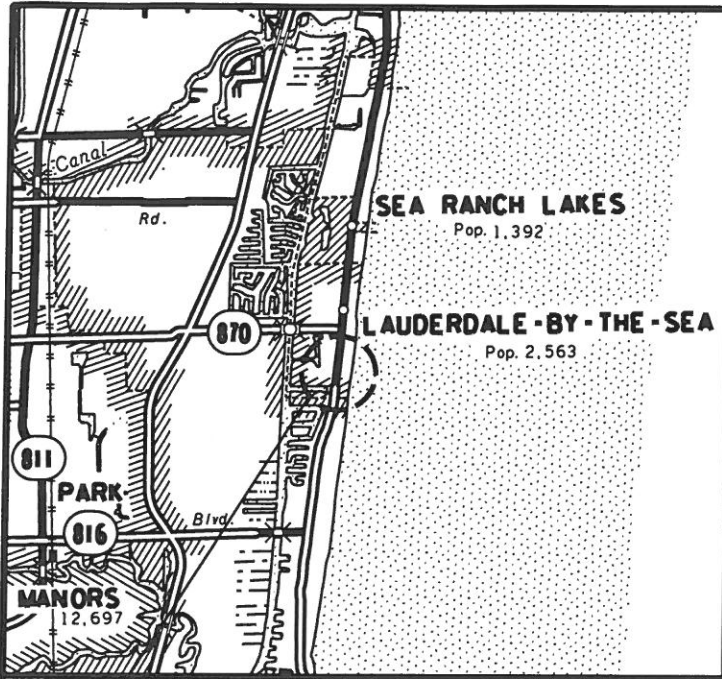
Printed or stamped name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGEND

B	BASELINE
EXIST.	EXISTING
F.P.	FINANCIAL PROJECT
FP&L	FLORIDA POWER & LIGHT
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
RGE.	RANGE
SEC.	SECTION
S.R.	STATE ROAD
STA.	STATION
TWP.	TOWNSHIP
SF	SQUARE FEET



TWP. 49 S.

RGE. 43 E.

PARCEL LOCATION

VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE BASELINE OF SURVEY N 05°28'43" E, AS SHOWN ON THE RIGHT OF WAY MAP FOR STATE ROAD A-1-A SECTION 86050-2521, SHEET 3 OF 9.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FT. LAUDERDALE, FL 33309
(954) 777-4560

VAULT\RRWMAPPING\PARCEL SKETCH\86050-2521\RWPS101.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. A1A (NORTH OCEAN DRIVE)

BROWARD COUNTY 62

REVISION	BY	DATE	BY	DATE	PREPARED BY:	SCALE: NOT TO SCALE
			DRAWN	E.BAIN	11-08-19	
			CHECKED	J.SMITH	11-08-19	
			F.P. NO. 4413231		SECTION 86050-2521	SHEET 1 OF 3

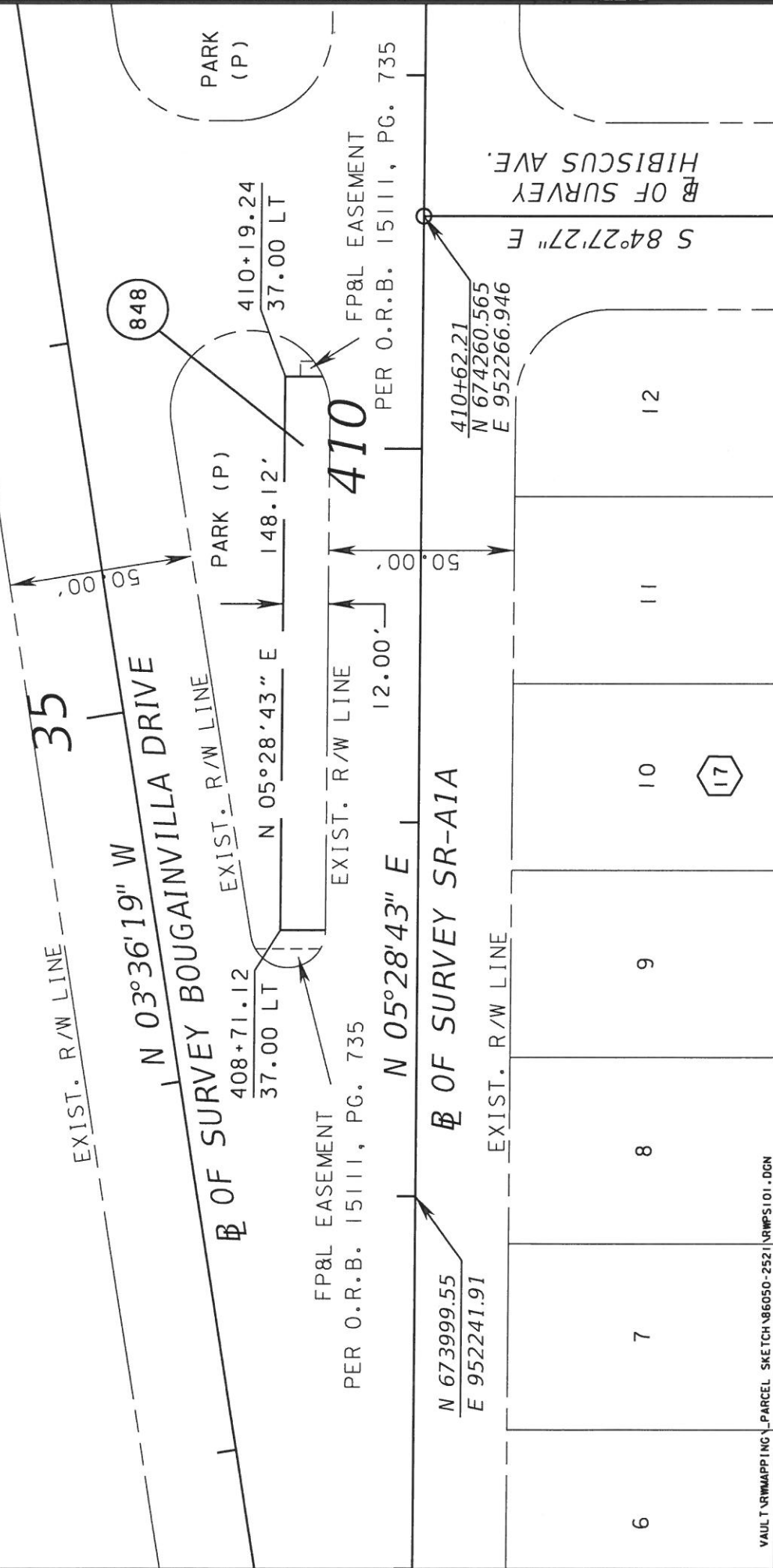
EXHIBIT "A"

TOWN OF LAUDERDALE BY THE SEA

LAUDERDALE BY THE SEA

P.B. 6, PG. 2

SEC. 18, TWP. 49 S., RGE. 43 E.
SCALE 1" = 40'



VAULT\RMAPPING\PARCEL SKETCH\86050-2521\RWPS101.DGN

FLORIDA DEPARTMENT OF
TRANSPORTATION
PARCEL SKETCH
NOT A SURVEY

STATE ROAD NO. A1A (NORTH OCEAN DRIVE) BROWARD COUNTY

PREPARED BY:
FDOT DISTRICT 4

SCALE:
1"=40'

SECTION 86050-2521

SHEET 2 OF 3

LEGAL DESCRIPTIONS

A portion of tract designated as "PARK", lying South of Block 30, LAUDERDALE BY THE SEA, according to the plat thereof, as recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida, lying in Section 18, Township 49 South, Range 43 East; said portion lying westerly of the Existing West Right of Way line of State Road A-1-A, extending no more than 12.00 feet between Baseline of Survey Stations 408+71.12 and 410+19.24, as shown on the attached sketch.

Containing 1,930 square feet, more or less.

I hereby certify that this sketch and legal description was prepared under my direction and that they are in compliance with the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17.050-052 of the Florida Administrative code, pursuant to Section 472.027 of the Florida Statutes.

11/08/19

Date

Jeffrey D. Smith

Florida Surveyor & Mapper No. 4805

Florida Department of Transportation



Not valid unless signed and sealed.

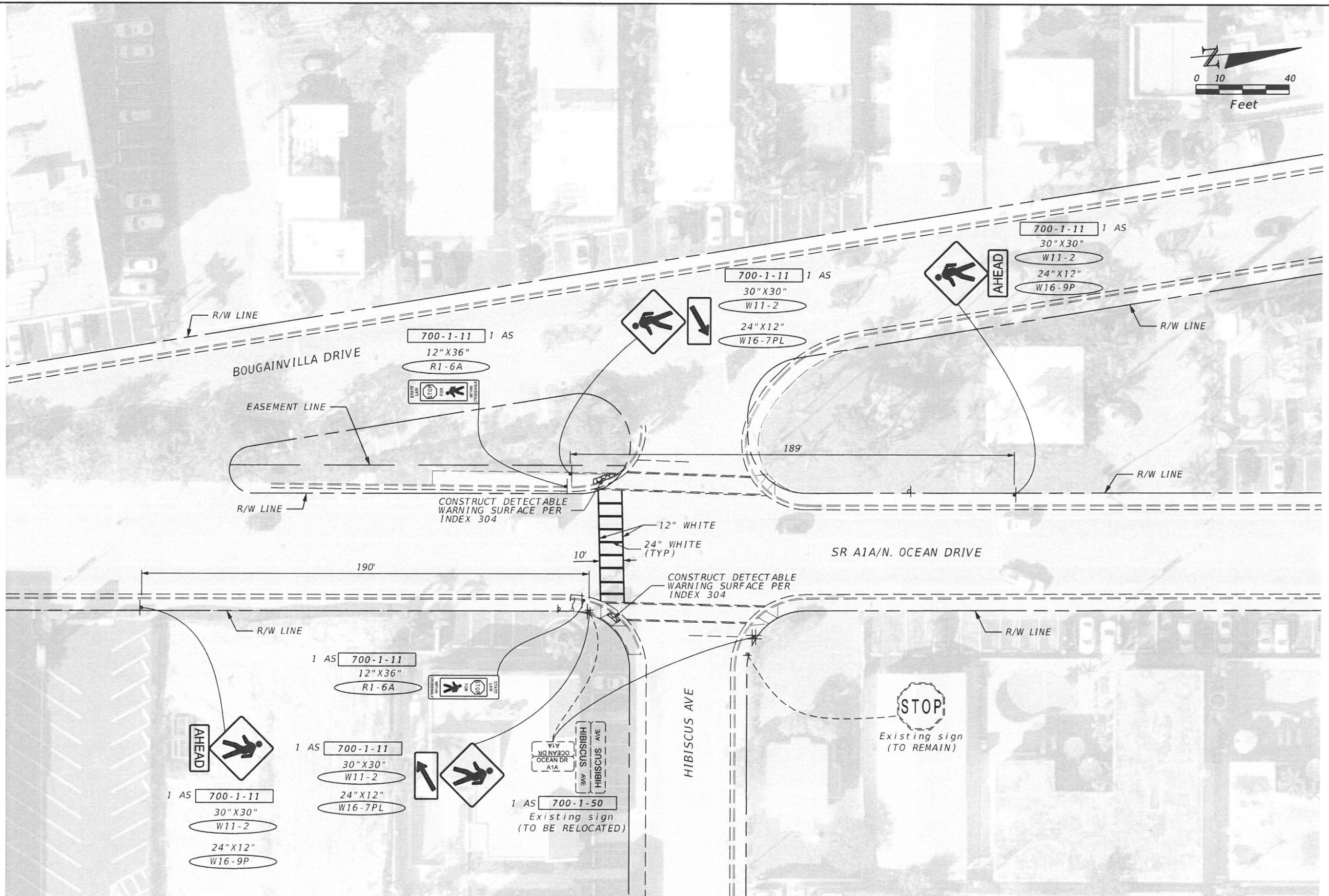
VAULT\RWMMAPPING\PARCEL SKETCH\86050-2521\RWPS101.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. A1A (NORTH OCEAN DRIVE)

BROWARD COUNTY 64

			BY	DATE	PREPARED BY:	SCALE: NOT TO SCALE	
			DRAWN	E.BAIN	11-08-19	FDOT DISTRICT 4	
REVISION	BY	DATE	CHECKED	J.SMITH	11-08-19	F.P. NO. 4413231	SHEET 3 OF 3



REVISIONS				CARLOS M. MAZORRA, P.E. P.E. LICENSE NUMBER 42653 R.J. BEHAR & COMPANY, INC. 6861 S.W. 196 AVENUE, SUITE 302 PEMBROKE PINE, FL 33332 CERTIFICATE OF AUTHORIZATION 00008365	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>SIGNING AND PAVEMENT MARKING PLAN</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		3
					SR A1A	BROWARD	429249-2-52-01		

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING AN EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) IN ASSOCIATION WITH THE INSTALLATION OF A CROSSWALK AT A1A/N. OCEAN DRIVE AND HIBISCUS AVENUE; APPROVING A PERPETUAL EASEMENT AGREEMENT WITH FDOT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (“FDOT”) proposed to improve A1A/North Ocean Drive and determined that a crosswalk was warranted on A1A/North Ocean Drive and Hibiscus Avenue (“Project”); and

WHEREAS, in order to complete the Project, FDOT requires an easement from the Town on the west side of A1A (“Easement”), more particularly described in the Perpetual Easement Agreement (“Agreement”), attached hereto as Exhibit “1”; and

WHEREAS, the Easement will allow for the placement of necessary signage to delineate the new crosswalk, as well as construction of a detectable warning surface at the edge of the crosswalk to comply with ADA requirements; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to grant the Easement to FDOT for the Project, approve the Agreement with FDOT, and authorize the Town Manager to execute the Agreement.

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

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

31 **Section 2. Easement Granted.** An easement on the west side of A1A, as more
32 particularly described in the Agreement attached hereto as Exhibit “1,” is hereby granted.

33 **Section 3. Agreement Approved.** The Agreement with FDOT granting the
34 Easement, attached hereto as Exhibit “1,” is hereby approved.

35 **Section 4. Authorization to Execute Agreement.** The Town Manager is hereby
36 authorized to execute the Agreement with FDOT granting the Easement, in substantial conformity
37 to the attached Exhibit “A,” together with such non-substantial changes as are deemed acceptable
38 to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

39 **Section 5. Authorization to Implement.** The appropriate Town officials are
40 authorized to execute all necessary documents and to take any necessary action to effectuate the
41 intent of this Resolution.

42 **Section 6. Effective Date.** This Resolution shall become effective immediately upon
43 its passage.

44 **PASSED AND ADOPTED** this _____ day of January, 2020.

45 _____
46 Mayor Chris Vincent
47

48 Attest:
49
50
51
52

53 _____
54 Town Clerk Tedra Allen, CMC
55 (CORPORATE SEAL)
56

57 APPROVED AS TO FORM:

58

59

60

61 _____
 Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Approving Piggyback Agreement for Licensed Electrical Contract with Kilowatt Company (Ken Rubach, Municipal Services Director)

Explanation:

As we continue to upgrade the electrical infrastructure in the Town, it has become necessary to have a contractor available for upcoming projects such as the installation of the new lighting on the island between Bougainvillea & Poinciana as well as installing additional electrical outlets on the islands adjacent to the businesses along West Commercial Blvd. In addition to these projects, several future projects this fiscal year will require a licensed electrical contractor, including to perform the lighting upgrades on A1A and Friedt Park.

Kilowatt Electric Company ("Kilowatt") has been providing electrical maintenance services to the Town for the past several months and has performed exemplary work with addressing lingering issues that our former contractor was unable to complete. The current contract with Kilowatt only covers maintenance of existing infrastructure and does not contemplate the installation of any new electrical systems, thus another contract is needed.

Kilowatt currently serves as the Licensed Electrical Contractor for the City of Coral Springs and performs installation of new electrical infrastructure under this contract. The Town Purchasing Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process. The Town wishes to piggyback the agreement between the City of Coral Springs and Kilowatt, dated January 4, 2017, and procured pursuant to the City of Coral Springs Bid #17-B-008F ("Coral Springs Agreement"). Staff feels that this contract provides competitive pricing and allows us to utilize a company that has performed exceptionally and is familiar with the Town's electrical system.

Recommendation:

Approve Resolution 2020-03, approving piggyback agreement with Kilowatt Electric Company for Licensed Electrical Contractor Services and authorize the Town Manager to execute the agreement contract in an amount not to exceed \$200,000.

Attachments:

1. Coral Springs Contract Award
2. Piggyback Electrical Contractor Agreement
3. Resolution 2020-03

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND KILOWATT ELECTRIC COMPANY FOR ELECTRICAL CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2016, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

KILOWATT ELECTRIC COMPANY
a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2016 the CITY issued Bid Number 17-B-008F for Licensed Electrical Contractor; and

WHEREAS, City staff has reviewed the bids and has recommends that Kilowatt Electric Company be selected for services; and

WHEREAS, the CITY Commission concurs with the recommendation of City staff; and

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. FURNISH VARIOUS ELECTRICAL CONTRACTOR SERVICES

CONTRACTOR agrees to provide various electrical contractor services for the CITY pursuant to terms and conditions set forth in the instructions to bidders and specifications of the Invitation to Bid No. 17-B-008F, incorporated herein by reference.

Section 2. TERMS OF AGREEMENT

This Agreement will commence on January 1, 2017 and shall terminate on December 31, 2018, unless otherwise terminated pursuant to Section 19 of this Agreement. The CITY reserves the right to renew this contract for two (2) additional two (2) year terms based on CONTRACTOR'S acceptable level of performance and subject to funding approved by the City Commission.

Section 3. **COMPENSATION**

3.01 CITY agrees to pay to CONTRACTOR for services as per prices listed in Exhibit "A".

3.02 All payments for services shall be in accordance with the unit costs as designated in CONTRACTOR'S response to Bid No. 17-B-008F, incorporated herein by reference, and invoiced by CONTRACTOR. Request for payment shall be submitted to the Purchasing Division, Department of Financial Services, City of Coral Springs, 9551 West Sample Road, Coral Springs, Florida 33065. CITY shall pay CONTRACTOR within thirty (30) calendar days of approval of the invoice by CITY.

Section 4. **RECORDS AND AUDIT**

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the CITY to perform the service.
- (2) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

(4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If a CONTRACTOR does not comply with the CITY's request for records, the CITY shall enforce the contract provisions in accordance with the contract.

(c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against a CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against the CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that the CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONTRACTOR has not complied with the request, to the CITY and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to the CITY'S custodian of public records and to the CONTRACTOR at the CONTRACTOR's address listed on its contract with the CITY or to the CONTRACTOR's registered agent. Such notices must

be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 5. **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Section 6. **CONFLICT OF INTEREST**

6.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

6.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes (2016), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

6.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 7. **INDEMNIFICATION**

7.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the

CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

7.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

7.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.05 **PATENT AND COPYRIGHT INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

Section 8. **INSURANCE**

8.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 (check when final) of the Agreement.
- (f) Owner's or Contractor's Protective Liability.

8.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

8.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

8.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million

(\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

8.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

8.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

8.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

8.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 9. **ASSIGNMENT**

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY.

Section 10. **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

Section 11. **VENUE**

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 12. **GOVERNING LAW**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 13. **PERMITS, FEES AND NOTICES**

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY'S Purchasing Administrator without delay.

Section 14. **INSOLVENCY**

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 15. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 16. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 17. **NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Section 18. **CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 19. **TERMINATION**

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 20. **NOTICES**

- 20.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:
- 20.02 hand delivery;

20.03 registered or certified mail, return receipt requested;

20.04 overnight courier; or

20.05 facsimile to:

CITY: Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1101
Facsimile: (954) 344-1186

CONTRACTOR: Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
Telephone: (954) 975-8200
Facsimile: (954) 975-9946

20.06 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

20.06.1 on the date delivered if by personal delivery or overnight courier;

20.06.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

20.06.3 on the date of transmission with confirmed answer back if by fax.

Section 21. In the event of conflict between this Agreement and the terms and conditions in Bid Number 17-B-008F, the terms of this Agreement shall control.

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IN WITNESS WHEREOF, THE CITY OF CORAL SPRINGS AND KILOWATT ELECTRIC COMPANY, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA

ATTEST:

Walter G. Campbell, Jr., Mayor

Debra Thomas, CMC, City Clerk

Approved as to form:



Deputy City Attorney

KILOWATT ELECTRIC COMPANY

By: _____

Title: _____

Print Name: Edward D Flack

Date: Dec 9, 2016

State of Florida
County of Shoal

On this, the 9 day of Dec, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Edward D Flack (name), President (title) of Kilowatt Electric comp. (corporation), a Florida (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



Maribell Rodriguez
Notary Public, State of Florida

Maribell Rodriguez
Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me or
Produced identification:

(type of identification produced)

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR ELECTRICAL
MAINTENANCE
(Piggyback Competitive Award)**

This Agreement is made this ____ day of January, 2020 ("Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Kilowatt Electric Company (the "Contractor"), whose address is 1700 N.W. 22nd Avenue, Pompano Beach, FL 33069.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor for the provision of various types of electrical repairs and installations; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Coral Springs, Florida and the Contractor as set forth in the City of Coral Springs Bid #17-B-008F and resulting agreement dated January 4, 2017, attached hereto and incorporated herein as Exhibit "A-1" ("Coral Springs Agreement"); and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Coral Springs Agreement, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Coral Springs Agreement, the order of priority shall be: this Agreement, and the Coral Springs Agreement.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" shall be deemed substituted for "City of Coral Springs, Florida" with regard to any and all provisions of the Coral Springs Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Coral Springs Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. The Town shall compensate Contractor pursuant to the rates set forth in the Coral Springs Agreement, in an amount not to exceed \$200,000.
- C. The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.
 - 2. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement.

D. Scrutinized Companies

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

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

F. **ETHICS**

1. CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. 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.
3. 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.
4. Compliance with Applicable Law: CONTRACTOR covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For City: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive

Lauderdale-By-The-Sea, FL 33308

For Contractor: Edward D. Flack
Kilowatt Electric Company
1700 N.W. 22nd Ave
Pompano Beach, FL 33069

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) All required certificates of insurance as described in the Coral Springs Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

KILOWATT ELECTRIC
COMPANY

Bill Vance, Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
APPROVING A PIGGYBACK AGREEMENT WITH
KILOWATT ELECTRIC COMPANY FOR LICENSED
ELECTRICAL CONTRACTOR SERVICES;
AUTHORIZING THE TOWN MANAGER TO EXECUTE
THE AGREEMENT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on January 4, 2017, the City of Coral Springs entered into an agreement with Kilowatt Electric Company (“Kilowatt”) pursuant to the City of Coral Springs Bid #17-B-008F for licensed electrical contractor services (“Coral Springs Agreement”); and

WHEREAS, the Town wishes contract with Kilowatt, utilizing the Coral Springs Agreement, for various Town projects that require electrical contractor services; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve a piggyback agreement with Kilowatt for licensed electrical contractor services.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with Kilowatt Electric Company for licensed electrical contractor services, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Agreement for an amount not to exceed \$200,000, in substantially the same form as attached Exhibit “A,” together with such non-substantial changes

1 as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by
2 the Town Attorney.

3 **SECTION 4. Authorization to Implement.** The appropriate Town officials are
4 authorized to execute all necessary documents and to take any necessary action to effectuate the
5 intent of this Resolution.

6 **SECTION 5. Effective Date.** This Resolution shall become effective immediately
7 upon passage and adoption.

PASSED AND ADOPTED on this ____ day of January, 2020.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

ADA Sidewalk Compliance Study (Ken Rubach, Municipal Services Director)

Explanation:

As part of the Town's continued commitment to improve walkability within the community, sidewalk maintenance is a critical piece in helping to achieve this goal. As part of the budgeting process Staff identified the need to ensure that all sidewalk segments abutting a roadway crossing meet the current ADA standards, accordingly, funds were budgeted to perform this task. The study will be comprised of several components, which will help guide future sidewalk maintenance activities in the upcoming years.

The Town and Baxter & Woodman, Inc. ("B&W") entered into a Continuing Contract on March 5, 2017, pursuant to RFQ 16-09-01 ("Continuing Contract"). B&W was requested to submit a Proposal to perform this Study. The scope of services includes the following tasks:

- A field inventory of all of sidewalk connects, which will include a date stamped photographic log of each location, measurements of the sidewalk's width as well as cross slope.
- Documentation of whether a current tactile warning mat is currently installed and if there is currently cross-walk striping present.
- Preparation of an exhibit map indicating ADA compliance or recommendations for the required improvements to bring the sidewalk up to code. Estimated costs for these improvements will also be included to allow for accurate budgeting in FY21.

This Work Authorization is excepted from competitive solicitation requirements as a professional service pursuant to Section IV.D. of the Town's Purchasing Manual. This Work Authorization is subject to the same terms and conditions of the Continuing Contract.

Recommendation:

Approve Work Authorization with Baxter & Woodman to perform an ADA Sidewalk Compliance Study and authorize the Town Manager to execute the Work Authorization.

Attachments:

1. B&W Work Authorization

TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: Baxter & Woodman, Inc.

Contractor's Address: 477 S. Rosemary Ave, Suite 330, West Palm Beach, FL 33401

Contract No.

Agreement Description: Continuing Professional Services Contract

P.O. # For Work Authorization:

Work Authorization No.: 7

Effective Date _____

Budget

Brief Task Description: Perform inventory and site inspection of the existing sidewalks at Town-owned street intersections and identify improvements required to bring them into compliance with ADA regulation.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"

The total amount or the limiting amount of the compensation will be: \$ 18,885.00 unless additional services are authorized by the Town in writing. See Exhibit "B"

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Task 1 Inventory & Field Inspection	Lump Sum	\$8,551.00	
Task 2 Recommendations/Technical Memorandum	Lump Sum	\$9,234.00	
Reimbursables	NTE	\$1,100.00	
Total		\$18,885.00	

Other Notes:

This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated 3/15/2017.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Bill Vance, Town Manager

(Signature)

(Date)

Tedra Allen, Town Clerk

(Signature)

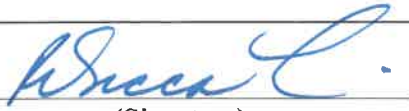
(Date)

If over \$15,000, date this work was approved by the Town Commission on: _____

Contractor Acceptance:

Contractor Name: Rebecca Travis, P.E.

Title: Vice President


(Signature)

10/5/19
(Date)

Approved Form HSK 11-8-11

Exhibit A

Sidewalk ADA Compliance Inventory & Recommendations

Scope of Services

A. Background

The Town has requested Baxter & Woodman to perform a Town-wide inventory and review of the sidewalk connections at street intersections and determine whether the connections are ADA compliant. The review will reference the latest edition of the *Florida Accessibility Code for Building Construction* as it relates to the Americans with Disabilities Act (ADA).

An inventory of sidewalk connections will be conducted in the field. The primary focus will be along Bougainvillea Drive, Seagrape Drive, Poinciana Street, and El Mar Drive but will include all Town owned and maintained sidewalk at street intersections within the Town limits. Ocean Dr. (SRA1A) and Commercial Boulevard rights-of-way are not included as these are State roads.

Task 1 will include a field inventory of the sidewalk connections, a date-stamped photographic log will be taken of each location, minimum width measurements will be taken with a measuring tape and sidewalk longitudinal and cross slope will be determined utilizing a smart level. A numbered tabulation will be made for each location to record this information, along with whether there is a tactile warning mat installed and whether cross-walk striping is present.

Task 2 includes the preparation of an exhibit map on an aerial, typical FDOT Standard Indices for installation details and tabular data with an indication if the sidewalk is ADA compliant or recommendations for the required improvements and a photo. An estimated cost will be provided for construction of the recommended improvements.

A Draft exhibit and inventory Technical Memorandum will be provided to the Town (one (1) hard copy and in electronic .pdf format) for review and comment. A review meeting will be held with Town staff to receive the comments. The comments will be addressed and the memorandum finalized. Three (3) copies and electronic copy in .pdf format will be provided of the Final Technical Memorandum.

The following assumptions are made:

1. No survey is included in the scope of work. The locations will be numbered and indicated on a recent aerial map of the Town.
2. The total number of locations is expected to be approximately 100 sites/sidewalk connections.
3. The sidewalk connections include only those locations where a Town sidewalk intersects a street right-of-way. The scope does not include an inventory of areas without sidewalk, identification of areas where there are gaps in the sidewalk, or sidewalk intersections with private, condominium or commercial driveways.
4. The scope does not include the preparation of construction plans, bidding services or construction administration and inspection services.
5. The project does not include review of ADA compliance at Town-owned buildings.

Exhibit B
Town of Lauderdale-By-The-Sea
Work Authorization #7
Sidewalk ADA Compliance Inventory & Recommendations
Budget Summary

Task	Description	Principal Engineer \$175.78	Sr. Project Engineer \$165.44	Senior Engineer \$139.59	Engineer II \$113.74	Engineering Tech (Inspector) \$103.40	Construction Manager \$129.25	CADD Designer \$98.23	Office Support \$72.38	Total Labor	Sub-Consultant Services
1	Inventory & Field Inspection										
	Perform Field Inventory, Tabulation, Photo Log, Determine dimensions, slope (2 Inspectors, 25 locations/day ea x 100 locations)		2			70		10		\$8,551	
	Task 1 - Subtotal		2			70		10		\$8,551	
2	Recommendations										
	Prepare Exhibit w-Numbered Locations, Details				2			25		\$2,683	
	Improvement Recommendations, Cost Est		3		30					\$3,909	
	Draft & Final Technical Memo, Review Mtg (1)		6		10			3	3	\$2,642	
	Task 2 - Subtotal		9		42			28	3	\$9,234	
	TOTAL		11		42	70		38	3	\$17,785	
	Labor Subtotal Hours		11		42	70		38	3		
	Labor Subtotal Costs		\$1,820		\$4,777	\$7,238		\$3,733	\$217		
	Labor Total Costs	\$17,785									
	Subconsultant Costs Total										
	Subconsultant Multiplier	1.1									
	Subconsultant Total										
	Reimbursable Expenses*	\$1,100									
	Total Project	\$18,885									

*Reimbursables to include mileage, postage, printing.

Exhibit C
Work Authorization Schedule

SCHEDULE

The schedule for the completion of the Work Authorization is as follows:*

<u>Task</u>	<u>Task Duration</u>	<u>Completion Date**</u>
1	Prepare Base Aerial Map	2 weeks
	Inventory & Field Inspection	3 weeks
2	Recommendations & Technical Memo	6 weeks

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant, unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of work effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Report

Agenda Section: OLD BUSINESS

Subject Title:

Census Update (Linda Connors, Development Services Director)

Explanation:

At the October 22, 2019 Town Commission meeting, a Complete Count Committee was established to assist in the Town's efforts to promote resident participation in the upcoming Census in April of this year. Since its inception, the Complete Count Committee has convened three times. Valuable insight and ideas were received from the Committee and the Committee members have expressed their dedication to providing heavy support to Town staff in its efforts to maximize resident participation. In addition, Town Staff along with the assistance of the Census Bureau held an event at the Town's Farmer's Market and Christmas By The Sea to disseminate information about the importance of the Census and to attract local participants to apply to become Census takers.

Over the next few months, Staff, along with the help of the Complete Count Committee, intends to ramp up its efforts to increase awareness about the upcoming Census. Staff and Committee members will be attending upcoming Homeowners Association meetings to encourage residents to participate. In addition, we are developing marketing strategies which incorporate the Town's branding. Items such as flyers, mailers, T-shirts and signage will be developed. Other ideas for outreach include;

- Partnering with the Town's Community Center during the Census answer period to help residents answer the census questions via phone or computer.
- Training front desk staff to assist community members during the census answer period. Staff will allow residents to use Town computers to complete the census questions during business hours.
- Partnering with the Census Bureau to designate Lauderdale-By-The-Sea as an employee training location.

Staff will continue to attend the Hard to Enumerate and County Complete Count Committee meetings to determine what if any additional county and state resources are available to assist with the Town's Census outreach efforts.

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance / Lucilla Lang / Ken Rubach

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Sewer Rates (Bill Vance, Town Manager/Lucilla Lang, Finance Director/Ken Rubach, Development Services Director)

Explanation:

Currently the Town of Lauderdale-By-The-Sea sewer rates are charged only to those residents that are served by the Town-owned sewer system (roughly all areas of Town south of Pine Ave). The Town transmits its wastewater to Pompano Beach and we have a Master Sewer Agreement with them under which we are charged for transmission, treatment and disposal of the wastewater we send them.

The Wastewater Service Agreement between the City of Pompano Beach and the Town-of-Lauderdale- By-The Sea stipulates an annual recalculation of the monthly and volumetric rates. Pompano Beach increased the fixed monthly fee by 64% in calendar year 2019 and has increased it by 25% for calendar year 2020.

Without an increase to the Town's sewer rates, the Sewer Fund will operate at a deficit this year and will bring the fund balance this year below \$1 million. The existing sewer system is over 50 years old and the Town needs to keep a reasonable fund balance for significant capital expenses.

Attached you will find rate increase scenarios and the effect that each % increase will have on a single- family resident, multi-family and commercial properties.

Keep in mind that these scenarios would not have the benefit of a full year of rate increases as the Town was notified on December 23, 2019 of a rate increase effective January 1, 2020. The Town will begin seeing the additional revenue in April 2020.

		<u>5% Increase</u>	<u>10% Increase</u>	<u>15% Increase</u>	<u>20% Increase</u>
January	<i>Current Rates</i>	\$ 113,935.78	\$ 113,935.78	\$ 113,935.78	\$ 113,935.78
February		\$ 94,253.05	\$ 94,253.05	\$ 94,253.05	\$ 94,253.05
March		\$ 105,539.31	\$ 105,539.31	\$ 105,539.31	\$ 105,539.31
April	<i>Rate increase will be effective March, 2020. Town will begin receiving revenue in April, 2020.</i>	\$ 114,152.53	\$ 119,588.36	\$ 125,024.20	\$ 130,460.03
May		\$ 103,087.93	\$ 107,996.88	\$ 112,905.83	\$ 117,814.78
June		\$ 91,771.63	\$ 96,141.71	\$ 100,511.79	\$ 104,881.87
July		\$ 111,836.28	\$ 117,161.82	\$ 122,487.36	\$ 127,812.89
August		\$ 103,087.93	\$ 107,996.88	\$ 112,905.83	\$ 117,814.78
September		\$ 88,196.77	\$ 92,396.62	\$ 96,596.47	\$ 100,796.31
October		\$ 91,889.41	\$ 96,265.10	\$ 100,640.78	\$ 105,016.47
November		\$ 103,087.93	\$ 107,996.88	\$ 112,905.83	\$ 117,814.78
December		\$ 102,062.42	\$ 106,922.54	\$ 111,782.65	\$ 116,642.77
Total Anticipated Revenue:		\$ 1,222,900.98	\$ 1,266,194.93	\$ 1,309,488.87	\$ 1,352,782.82
Total Budgeted Expenses:		\$ 1,276,463.00	\$ 1,276,463.00	\$ 1,276,463.00	\$ 1,276,463.00
		\$ (53,562.02)	\$ (10,268.07)	\$ 33,025.87	\$ 76,319.82

Amount to be paid to City of Pompano Beach (\$818,067) in one year is included in the budgeted expenses above.

Recommendation:

Staff is recommending a 15% increase in sewer rates in order to cover expenses and any future sewer capital improvement projects.

Attachments:

1. Scenarios for the base rate, consumption and administrative charge increases.

Below are the scenarios for the base rate, consumption and administrative charge increases:

NEW RATE SCENARIOS				
<u>Effective Date:</u>		<u>March 1, 2020</u>		<u>5% Increase</u>
Service	<u>Base Rate</u>		<u>Consumption Rate</u>	<u>Quantity</u>
Single Family	\$ 10.78		\$ 6.21	0-10,000
Multi-Family	\$ 4.44 x #units		\$ 6.21	0-10,000 per unit
Commercial	\$ 10.78 x #units		\$ 6.21	All consumption
Customer Service/Admin Charge:			\$ 1.58	
<u>Effective Date:</u>		<u>March 1, 2020</u>		<u>10% Increase</u>
Service	<u>Base Rate</u>		<u>Consumption Rate</u>	<u>Quantity</u>
Single Family	\$ 11.30		\$ 6.50	0-10,000
Multi-Family	\$ 4.65 x #units		\$ 6.50	0-10,000 per unit
Commercial	\$ 11.30 x #units		\$ 6.50	All consumption
Customer Service/Admin Charge:			\$ 1.65	
<u>Effective Date:</u>		<u>March 1, 2020</u>		<u>15% Increase</u>
Service	<u>Base Rate</u>		<u>Consumption Rate</u>	<u>Quantity</u>
Single Family	\$ 11.81		\$ 6.80	0-10,000
Multi-Family	\$ 4.86 x #units		\$ 6.80	0-10,000 per unit
Commercial	\$ 11.81 x #units		\$ 6.80	All consumption
Customer Service/Admin Charge:			\$ 1.73	
<u>Effective Date:</u>		<u>March 1, 2020</u>		<u>20% Increase</u>
Service	<u>Base Rate</u>		<u>Consumption Rate</u>	<u>Quantity</u>
Single Family	\$ 12.32		\$ 7.09	0-10,000
Multi-Family	\$ 5.08 x #units		\$ 7.09	0-10,000 per unit
Commercial	\$ 12.32 x #units		\$ 7.09	All consumption
Customer Service/Admin Charge:			\$ 1.80	

The impact to single family residents, multi-family and commercial units based on December, 2019 consumption would be an average of:

SINGLE FAMILY HOME: For this example, consumption is 9,000 gallons per month											
	Current Charges		Consumption	5% Increase	\$ 3.29	10% Increase	\$ 6.48	15% Increase	\$ 9.78	20% Increase	\$ 12.97
Sewer LBTS Cons. Rate SF	\$ 53.19	\$ 5.91	9								
Sewer LBTS Base Rate SF	\$ 10.27										
Customer Service Admin Charge	\$ 1.50										
December, 2019	\$ 64.96										
COMMERCIAL-RESTAURANT: For this example, consumption is 300,000 gallons per month											
	Current Charges		Consumption	5% Increase	90.59	10% Increase	\$ 178.18	15% Increase	\$ 268.77	20% Increase	356.35
Sewer LBTS Cons. Rate SF	\$ 1,773.00	\$ 5.91	300								
Sewer LBTS Base Rate SF	\$ 10.27										
Customer Service Admin Charge	\$ 1.50										
December, 2019	\$ 1,784.77										
COMMERCIAL-RESTAURANT: For this example, consumption is 74,000 gallons per month											
	Current Charges		Consumption	5% Increase	\$ 22.79	10% Increase	\$ 44.84	15% Increase	67.83	20% Increase	\$ 89.67
Sewer LBTS Cons. Rate SF	\$ 437.34	\$ 5.91	74								
Sewer LBTS Base Rate SF	\$ 10.27										
Customer Service Admin Charge	\$ 1.50										
December, 2019	\$ 449.11										
COMMERCIAL-HOTEL: For this example, consumption is 102,000 gallons per month											
	Current Charges		Consumption	5% Increase	\$ 31.19	10% Increase	\$ 61.36	15% Increase	\$ 92.55	20% Increase	122.71
Sewer LBTS Cons. Rate SF	\$ 602.82	\$ 5.91	102								
Sewer LBTS Base Rate SF	\$ 10.27										
Customer Service Admin Charge	\$ 1.50										
December, 2019	\$ 614.59										
MULTI-FAMILY: For this example, consumption is 102,000 gallons per month											
	Current Charges		Consumption	5% Increase	\$ 30.89	10% Increase	\$ 60.75	15% Increase	\$ 91.64	20% Increase	121.51
Sewer LBTS Cons. Rate SF	\$ 602.82	\$ 5.91	102								
Sewer LBTS Base Rate SF	\$ 4.23										
Customer Service Admin Charge	\$ 1.50										
December, 2019	\$ 608.55										

December 23, 2019

Mrs. Lucila Lang, Finance Director
Town of Lauderdale by the Sea
4501 Ocean Drive
Lauderdale by the Sea, FL 33308

SUBJECT: Annual Rate Adjustment

Dear Mrs. Lang:

The Wastewater Service Agreement between the City of Pompano Beach and the Town of Lauderdale by the Sea stipulates an annual recalculation of the monthly and volumetric rates. Enclosed for your review is a memo from our rate consultant, Raftelis Financial Consultants Inc., outlining the recalculation of the rate for the 2020 calendar year.

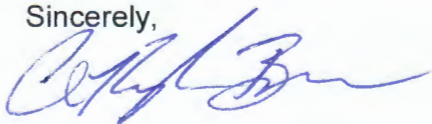
Your rates for calendar year 2020 will be:

\$33,422 monthly charge (25% increase) – Broward County's reserved capacity charge increasing significantly from approximately \$22,411 per month per MGD to \$23,963 (including the 5% IR&R charge)
\$2.275 volumetric rate per 1,000 gallons (9.3% increase)

The fiscal year 2020 monthly amount will be implemented effective with your January 1, 2020 billing.

Once you have had time to review the Raftelis memo, please let me know if you have any questions.

Sincerely,



A. Randolph Brown,
Utilities Director

C: Mr. William Vance, Town Manager
Ms. Neysa Herrera, Assistant Town Manager
Mr. Greg Harrison, City Manager
Mr. Brian Donovan, Assistant City Manager
Mr. Andrew Jean-Pierre, Finance Director
Ms. Whitney Walsh, Assistant Customer Service Manager

Date: December 16, 2019

To: Randy Brown, Utilities Director, City of Pompano Beach
From: Elaine Conti, Senior Manager, Raftelis Financial Consultants, Inc.

Re: 2020 Calculation of Wholesale Wastewater Treatment Rate for Lauderdale-by-the-Sea

The City of Pompano Beach (“City”) and the Town of Lauderdale-by-the-Sea (“LBS”) have entered into a fifteen-year contract whereby the City will continue to provide wastewater transmission and treatment services (“wholesale services”) to LBS. The current fee structure for the wholesale services includes a monthly fixed component of \$26,665 and a volumetric rate component of \$2.082 per 1,000 gallons of usage. These rates and charges were implemented beginning January 1, 2019.

Based on the City’s FY 2020 budget, the updated treatment rates provided by Broward County, and the LBS true-up calculation based on actual costs incurred during FY 2019, the new LBS rates and charges for calendar year 2020, to be implemented beginning January 1, 2020, include a monthly fee of **\$33,442** and a volumetric rate of **\$2.275** per 1,000 gallons. A summary of this calculation is provided in the schedules attached to this memorandum, as well as a comparison of the rate calculations for 2019 and 2020. As shown in the comparison, the proposed monthly component is greater than the prior year, and the volumetric component is higher for 2020 due to several factors affecting the rates, as discussed below.

Fixed Charge Components

- Broward County’s reserved capacity charge increased significantly from approximately \$22,411 per month per MGD to \$23,963 (including the 5% IR&R charge applied by Broward County). Consistent with prior years and as stipulated by the contract between the City and LBS, LBS is billed based on 1.25 MGD of reserved capacity.
- As per the City’s discussions with LBS’ rate consultant, the separate Broward County true-up is not passed on to LBS. Therefore, this cost has been excluded from the rate calculation.
- The City’s true-up component reflects the difference in the total amount LBS paid to the City based on the rates and fixed charges in place for FY 2019 compared to the actual costs incurred by the City to serve LBS. The amount of the true-up calculated for FY 2019 decreased from the amount calculated for FY 2018. The amount of the true-up for FY 2018 provided a credit to LBS of \$67,859 and the true-up for FY 2019 is a credit of \$10,978. As a result, the total amount of the Fixed Annual Charge increased from \$319,979 to \$401,304. The resulting monthly fee is \$33,442 (rounded to the nearest dollar), which is approximately 25% greater than last year. The key driver of the increase is the lower true-up credit.

Volumetric Charge Component

- Broward County's treatment rate per thousand gallons (kgals) increased from \$0.991 per kgal (including the 5% IR&R charge) to \$1.031 per kgal, an increase of approximately 4.04%.
- Total budgeted operation and maintenance costs for FY 2020 for LS #12 allocated to LBS increased by approximately 12.2% from \$206,225 for FY 2019 to \$231,258 for FY 2020, including the 25% surcharge. Compared to last year, actual LBS flows for FY 2019 were 6.0% lower, flows at LS #12 were 7.5 % lower, and the flow to Broward County decreased by 1.6%. The resulting calculated volumetric rate for LS #12 costs increased by approximately 14.0%, from \$1.091 to \$1.244 per kgal.
- In addition, as per the City's discussions with LBS' rate consultant, any capital expenditures (capital outlays) budgeted for LS #12 are excluded from the rate calculation.
- As a result, the total volumetric rate (the Broward Co. rate plus the LS #12 rate) to be paid by LBS to the City increased from \$2.082 to \$2.275 per 1,000 gallons, an increase of approximately 9.3%.

In summary, the changes listed above result in a monthly fee of \$33,442 and a volumetric rate of \$2.275 per 1,000 gallons. Comparing these rates to the rates paid by LBS in 2019, LBS will experience an increase of approximately 25% in the monthly charge and a 9.3% increase in the volumetric rate paid to the City for wastewater service.

Comparison of Calculated Rates

City of Pompano Beach, FL
LBS Wholesale Rate Summary

Line		FY 2019	FY 2020 Projected	% Change
	Fixed Charge Components - Annual Cost (1)			
	<i>Availability Charge</i>			
1	Lift Station #12	\$ 17,923	\$ 17,923	
2	A1A Force Main	16,942	16,942	
3	Broward County Reserved Capacity Charge	352,973	377,417	6.93%
4	Broward County True-Up Charge (Prior Year)	-	-	
5	LBS True-Up from Prior Year	(67,859)	(10,978)	-83.82%
6	Subtotal: Fixed Annual Charges	\$ 319,979	\$ 401,304	
7	Calculated Monthly Charge	\$ 26,665	\$ 33,442	25.42%
			25.4%	
	Volumetric Charge Components - Annual Cost (1)			
	<i>Lift Station #12 Costs</i>			
8	LS#12 Electrical	\$ 11,635	\$ 14,360	
9	LS#12 Chemical	64,809	66,905	
10	LS#12 Personnel Pumping	61,607	79,837	
11	LS#12 Other Pumping	12,943	9,470	
12	LS#12 Admin. & General Expense	13,975	14,436	
13	<i>Subtotal: Lift Station #12 Costs Before Surcharge</i>	<i>\$ 164,968</i>	<i>\$ 185,006</i>	12.15%
14	Plus 25% Surcharge	\$ 41,242	\$ 46,252	
15	<i>Subtotal: Lift Station #12 Costs</i>	<i>\$ 206,210</i>	<i>\$ 231,258</i>	12.15%
16	Estimated Flow (in kgal)	189,050	185,860	-1.69%
17	LS#12 Volumetric Rate (\$/kgal)	\$ 1.091	\$ 1.244	14.07%
18	Broward County Rate	\$ 0.944	\$ 0.982	
19	Plus: IR&R Charge of 5%	0.047	0.049	
20	<i>Subtotal: Broward County Rate (\$/kgal)</i>	<i>0.991</i>	<i>1.031</i>	4.04%
21	Total Volumetric Rate per 1,000 gallons	\$ 2.082	\$ 2.275	9.29%
			9.3%	
	Calculated Total Annual Cost			
22	Fixed Annual Charges	\$ 319,979	\$ 401,304	
23	Calculated Volumetric Charges	393,559	422,880	
24	Total: Calculated Annual Cost	\$ 713,538	\$ 824,184	15.51%
25	All-In Volumetric Rate (\$/kgal)	\$ 3.774	\$ 4.434	17.49%
	<i>(For Informational Purposes Only)</i>			

(1) See following pages for supporting detail

True-Up Calculation: Part I

City of Pompano Beach, FL
2015 Comprehensive Financial Planning & Rate Model
LBS Wholesale True-Up

FY 2019
Actual

Fixed Charge Components - Annual Cost

Line	Availability Charge	Debt Assumptions			
		Principal	Rate	Term	
1	Lift Station #12 (1)	\$ 241,207	4.11%	20	\$ 17,923
2	A1A Force Main (2)	\$ 271,166	4.65%	30	16,942
3	<i>Subtotal: Availability Charge</i>				<u>34,865</u>
Broward County Reserved Capacity Charge					
4	Reserved Capacity Charge (From BC)				\$ 22,411
5	IR&R Adjustment	5.00%			1,121
6	Capacity Adjustment	1.25			5,883
7	<i>Subtotal: Monthly BC Reserved Capacity Charge</i>				<u>352,973</u>
8	LBS True-Up from Prior Year				(67,859)
9	Subtotal: Fixed Annual Charges				\$ 319,979
10	Calculated Monthly Charge				<u>\$ 26,665</u>

- (1) Calculated based on allocated construction costs of \$241,207 or 25% of total L.S. 12 Construction Costs (\$964,820) and amortized at approximately 4.11% over a 20 year period to generate annual payments of \$17,923.
(2) Calculated based on allocated project costs of \$271,166 or 50% of total A1A Force Main project costs (\$542,331) and amortized at 4.65% over a 30 year period to generate annual payments of \$16,942.

True-Up Calculation: Part II

FY 2019

Actual

Volumetric Charge Components - Annual Cost

Line Inputs and Assumptions

1	LBS Annual Flow (kgal)	177,164
2	Annual flow from L.S. #12 (kgal)	687,864
3	Total annual flow delivered to Broward County	5,230,284
4	Total Pumping Electrical Costs	317,936
5	L.S. #12 Electrical & Water Costs	50,301

Allocation Percentages

6	Percent of LBS Flow to Annual L.S. #12 Flow (Line 1 / Line 2)	25.76%
7	Percent of L.S. #12 Flow to Annual Flow Delivered to B.C. (Line 2 / Line 3)	13.15%
8	Percent of LBS Flow to Annual Flow Delivered to B.C. (Line 3 / Line 1)	3.39%
9	Percentage Allocation of L.S. #12 Electrical Costs (Line 5 / Line 4)	15.82%

Wastewater Treatment Charge

10	Broward County Rate	\$ 0.944
11	IR&R Charge (5%)	0.047
12	<i>Subtotal: Wastewater Treatment Charge</i>	0.991
13	Actual LBS Annual Flow (kgal)	177,164
14	Total Broward County Wastewater Charge to LBS	\$ 175,605

Lift Station #12 Costs

LS#12 Electrical

15	Total Pumping Electrical Costs	\$ 317,936
16	L.S. #12 Electrical Cost Allocation (Line 9)	15.82%
17	<i>Subtotal: LS#12 Electrical</i>	\$ 50,301
18	L.S. #12 LBS Flow Allocation (Line 6)	25.76%
19	<i>Subtotal: Allocated Electrical Costs</i>	\$ 12,955

LS#12 Chemical

20	Actual LS#12 Chemical Costs	\$ 174,753
21	L.S. #12 LBS Flow Allocation (Line 6)	25.76%
22	<i>Subtotal: Annual Chemical Costs Allocated to LBS</i>	45,009

LS#12 Personnel Pumping

23	Pumping Personnel Costs	\$ 1,328,581
24	Pumping Internal Services	518,403
25	<i>Subtotal: Personnel Pumping Costs</i>	1,846,984
26	L.S. #12 Electrical Cost Allocation (Line 9)	15.82%
27	<i>Subtotal: Allocated Personnel</i>	\$ 292,216
28	L.S. #12 LBS Flow Allocation (Line 6)	25.76%
29	<i>Subtotal: Allocated Personnel</i>	\$ 75,262

		FY 2019
		<i>Actual</i>
<i>Volumetric Charge Components - Annual Cost (Continued)</i>		
<i>LS#12 Other Pumping</i>		
30	Other Pumping Costs (Excl. Personnel and Special Services)	✓ \$ 317,927
31	Allocation of LBS Flow to Broward County (Line 7)	13.15%
32	Subtotal: Other Pumping Costs	\$ 41,812
33	L.S. #12 LBS Flow Allocation (Line 6)	25.76%
34	Subtotal: Allocated Other Pumping Costs	\$ 10,769
<i>LS#12 Admin. & General Expense</i>		
35	Wastewater Admin Costs (Less Electricity and Admin Svc Charge)	✓ \$ 701,756
36	Total Pumping Expenses	✓ 2,458,119
37	Total Transmission Expenses	✓ 2,382,752
38	Subtotal: Pumping and Transmission Expenses	\$ 4,840,871
39	Pumping Expenses as % of Pumping and Transmission Costs	50.78%
40	Allocated Pumping Admin Costs (Line 35 x Line 39)	356,341
41	Allocation of LBS Flow to Broward County (Line 7)	13.15%
42	Allocation of Admin/Gen. Plant Costs to L.S. #12	46,864
43	L.S. #12 LBS Flow Allocation (Line 6)	25.76%
44	<i>Annual Admin and General Plant Costs Allocated to LBS</i>	12,070
45	Subtotal: LS #12 O&M Charge (Lines 19, 22, 29, 34, & 44)	\$ 156,066
46	Plus 25% Surcharge	39,016
47	Subtotal: Lift Station #12 Costs	\$ 195,082
48	Total Volume Charges (Line 47 + Line 14)	\$ 370,687
49	Total Actual Annual Cost to LBS	\$ 690,667
50	Less: Actual Revenues from LBS Collected During FY 2018	\$ 701,645
51	Additional Payment/(Credit)	\$ (10,978)



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Application for Relief of Code Enforcement Lien at 4312 Seagrape Drive (Code Case 17-110014) (Linda Connors, Development Services Director)

Explanation:

The Town received a mitigation application (Exhibit 1) for the residential five-unit rental building located at 4312 Seagrape Drive on December 13, 2019. The property owner is 4312 Holdings LLC and RD Lottie III is the Registered Agent. The violation was issued for interior renovation of multiple units within the property without a permit. The code violation history pertaining to the lien and the permit history is as follows:

Table 1: Violation and Permit History

DATE	NARRATIVE
6/28/2017	Property purchased by 4312 Holdings LLC.
11/20/2017	Notice of Violation was issued to the property owner.
1/26/2018	At the January 26, 2018 hearing, the Special Magistrate found that a violation existed for work without permit. The Magistrate issued a Final Order requiring that compliance be obtained by February 4, 2018 with a fine of \$100 per commencing on February 5, 2018 if compliance was not met. Additionally, a hearing cost of \$250 was assessed.
2/22/2018	At the February 22, 2018 hearing, the Special Magistrate granted a compliance extension to March 21, 2018
3/22/2018	At the March 22, 2018 hearing, the Special Magistrate granted a second compliance extension to April 25, 2018.
3/28/2018	An after the fact interior remodeling permit application was submitted to the Town's Building Department.
4/26/2018	At the April 26, 2018 hearing, the Special Magistrate Certified the outstanding fines as a lien against the property.
7/5/2018	A permit was issued for interior remodel. (LBS 18-008037)
11/8/2019	The building permit was closed and an Affidavit of Compliance was issued.
12/14/2019	An application for Relief from Code Fines or Liens was received. Hearing Costs of \$250 have been paid by the respondent. The total amount due is \$56,100.

The Town is required by law to send code compliance notices to the address that is listed with the Broward County Property Appraiser's Office, which was 3032 E Commercial Blvd # 32, Fort Lauderdale, Florida. Code Compliance sent the Notice of Violation and the Order of Imposition of Fines to this address by Certified Mail. Signed and dated Certified Mail receipts ("Green Cards") were returned to the Town for both of those legal notices, which fulfilled State law requirements for service of notice.

A summary of the case and the offered settlement is shown in Table 2. The applicant is requesting a 100% reduction in fines.

Table 2: Code Fines Summary

Case	Violation	Days in Violation	Daily Fine	Total Due	Offered Settlement	Reduction Requested
17-110014	Work without a permit	561	\$100	\$56,100.00	\$2805	95%
Grand Total				\$56,100.00	\$2805	95%

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

A. The nature and gravity of the violation.

The Town generally considers work without permit a serious violation as the construction may have not been completed properly with all necessary inspections to ensure that the requirements of the Florida Building Code have been met. The building official met with the property owner in November 2018 to discuss actions necessary to bring the property into compliance. At the January 26, 2018 Special Magistrate meeting, the Building Official asked for fines to immediately begin running because the property owner had not submitted a building application and had no further contact with the Town at that time. The applicant then attended the February 24, 2018 code compliance meeting and was granted a compliance date extension to the March 22, 2018 Code Hearing. At the March 2018 Code hearing, another compliance date extension was granted to the April 26, 2018 hearing allowing additional time for the violation to be corrected. No fines accrued during the extension period. The violation was then certified as a lien against the property on April 26, 2018 and fines began to accrue at a rate of \$100 per day. The file notes indicate no further communication between Code staff and the property owner until June of 2019.

B. Any actions taken by the Respondent to correct the violation.

Compliance was reached by the property owner obtaining an after the fact permit and all necessary inspections. Per the applicant, the violation and delay in curing the violation was caused by a previous contractor. A new contractor was hired to cure the violation.

C. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

Code case #17-110014 was brought into compliance 561 days after the second extension was granted by the Special Magistrate. A Final Order was issued and after 652 days from the date of the original notice, the case was brought into compliance.

D. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

The cost to obtain the after the fact permit was \$1,099.71. In the application, the applicant advises that a former contractor is responsible for the violation. The applicant also mentions \$60,000 in costs associated with hiring a new contractor to redo work that was completed incorrectly with the interior remodel (**Exhibit 1**). A letter was submitted by the current contractor which outlines the work that had to be redone to bring the property up to code (**Exhibit 2**). It should also be noted that the building permit was applied for on March 28, 2018 but not issued until July 5, 2018. The delays were the result of the contractor's delay in correcting the building plans and resubmitting them to the Town.

E. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

There are currently no code violations on the property.

Recommendation:

Staff recommends the Commission hear from the applicant's representative and determine the appropriate mitigation amount for the lien and require full payment of that mitigated amount by February 14, 2020.

Attachments:

1. Letter from applicant
2. Letter from current contractor
3. Mitigation application
4. Building permit history

EXHIBIT 1

Dear Town Commission,

12/14/2019

I'm writing this letter to ask for the lien in the amount of \$64,200 to be waived due to unforeseen circumstances, and extraordinary hardship. We were cited for starting demolition on the property, which we take full responsibility.

The contractor we hired, Juan Morales d/b/a JLM Property Preservation Solutions informed us that he had taken care of the violation, obtained all proper permits for the renovation of the property. Unfortunately he did not do what we hired him to do. We were unaware that the violation was still open and accruing a \$125/day fine. The contractor was a total nightmare. We paid him over \$60,000 before we had to fire him and hire a new contractor. He did not keep his end of the bargain. He provided work that was not up to code and that was not up to standard. After being given the runaround for months we had no choice but to cut our losses and move on.

We hired John Didonna of Trilogy construction to finish up the project. The prior work was so bad we basically had to start all over. We completed change of contractor form and opened up all new permits. Not knowing all along that there was a code violation still open with the prior contractor. I wasn't made aware of the violation until I happened to be speaking with Bethany Banyas in May of 2019 when we were discussing another issue. She informed us that we were sent notices to our PO Box which we never received, and also a certified letter that was sent to my address that I never received or signed for. Please understand that I would of taking care of this immediately had I known the violation was still open. I asked Bethany what do I need to rectify this situation immediately. She informed me that I needed to wait until all renovations were done and all permits were closed out and then I could apply for mitigation relief with the town commission.

Now that the renovation and permits are closed out I'm asking that the \$750 application fee be our fine for the violation, due to the fact that the prior contractor lied to us about taking care of the situation. We lost over \$60,000 on this project, and I think there was some miscommunication. Bethany along with everyone at the building department has been great in helping us through this unfortunate situation.

Please find attached a certified letter that our Attorney sent Juan Morales firing him as our contractor on 11/6/2018. Also attached is a letter from our contractor John Didonna who completed the work.

Regards,
RD Lottie III
Manager
4312 Holdings LLC



December 17, 2019

7700 Congress, LTD
7700 Congress Avenue
Suite 3100
Boca Raton, FL 33487

RE: 4312 Sea Grape Drive

Town Commission,

When we took over as General Contractor at 4312 Sea Grape Drive from the prior contractor, several things were not done up to code and the construction practices were below standard for the industry. The framing and drywall were not completed per code, (screws were missing, screw pattern was wrong and incorrect thickness of drywall on the ceilings). The electrical wiring was done with romex, which cannot be used on a commercial building. The electrical panels had to be taken out and replaced. The bathroom showers were not waterproofed, and the tiles were falling off the walls. The tiles on the floor had to be replaced because there was no bonding agent to the concrete floor beneath tile. The prior contractor also failed to install a firewall between each unit.

These are just a few of the problems we had to correct when taking over this project. My client was forced to start remove the substandard work and start from the beginning due to the negligent work that was done. If you have any questions, please don't hesitate to contact me.

Regards,

John DiDonna

President

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 1

TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 640-4210 Fax: (954) 634-4654

Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE # 17110014

TOWN OF LAUDERDALE-BY-THE-SEA vs.

(Name of Respondent(s) as listed)

Property owner: 4312 Holdings LLC
Address: 3632 E Commercial Blvd #32
Ft Lauderdale FL 33308
Phone numbers: (323) 997-5969
Email Address: Trey Lottie@gmail.com

ADDRESS OF PROPERTY: 4312 Sea Grape Dr. Lauderdale By the Sea, FL 33308 1-5
(Where violation(s) existed)

NATURE OF VIOLATION: Demo without permit

Name of applicant (if not owner):

Contact information: R.D. Lottie III (Manager of 4312 Holdings LLC)
(323) 997-5969

THIS PROPERTY CURRENTLY IS ☐ IS NOT ☒ (check one) INVOLVED IN LITIGATION

All Applications SHALL submit a copy of the following documentation (when applicable):

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. Foreclosure Complaint;

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 2

3. Foreclosure Order, with the recording date, book and page shown;
4. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. Certification of Lien Order, with the recording date, book and page shown;
6. New Certificate of Title, with the recording date, book and page shown;
7. Town's Final Order of Imposition of Fine; and
8. Claim of Lien(s) with the recording date, book and page shown.
9. Reduced payment offer per case. Justification of the offered amount must be provided for each case.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

1. The nature and gravity of the violation(s);
2. Any actions you have taken to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs you expended to cure the violation(s), if supported by documentation;
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the Applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

WHY RELIEF SHOULD BE GRANTED:

(When you completed this section, at a minimum, address the above factors.)

See Attached

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

See Attached

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 3

Name of Property Owner or Representative: R.D. Lottie (Manager) 4312 Holdings LLC.

Address: 3032 E Commercial Blvd #32
Ft Lauderdale FL 33308

Business Phone Number:

Cell Phone Number: (323) 997-5969

Email Address: Trey Lottie@gmail.com

I CERTIFY THAT I have read Resolution 2014-22 and that I am:

- ☐ the owner of the subject property;
- ☐ an Attorney representing the owner,
- ☒ the legal representative for the property, or
- ☐ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.

4312 Holdings LLC
by R.D. Lottie (Manager)

Signature of Applicant

12/14/19
Date

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 4

PROCEDURES FOR RELIEF FROM CODE LIENS OR FINES

Application:

A non-refundable application fee is required to be submitted with your completed application.

A completed Application for Relief will be considered by the Town Manager or the Town Commission as follows:

- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager's Purchasing Authority (\$15,000) and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager.

The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.

PAYMENT AND PERFORMANCE

Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.



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

AFFIDAVIT OF COMPLIANCE

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

Case #:
17110014

Petitioner,

vs.

4312 HOLDINGS LLC
4312 SEAGRAPE DR, LAUDERDALE BY
THE SEA, FL 33308 1-5

Respondent(s)

I BETHANY BANYAS as Code Compliance Inspector have personally examined the property described below and find that said property is NOW in compliance with the Ordinance(s) shown below:

Date: 11/08/2019
Owner Name: 4312 HOLDINGS LLC
Address: 3032 E COMMERCIAL BLVD #32 FORT LAUDERDALE, FL 33308
Folio: 494318050321
Site Address: 4312 SEAGRAPE DR, LAUDERDALE BY THE SEA, FL 33308 1-5
Legal Description: SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	Section 105.1 Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	11/8/2019

Notes/Mean of Correction:

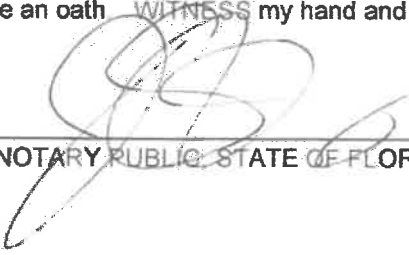
LBS18-007037 Closed 11/8/2019. Code case complied.
Town Records show \$64,200.00 in code fines and \$250 in Hearing Costs due.

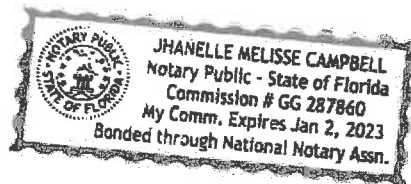
Further, Affiant sayeth naught

STATE OF FLORIDA
COUNTY OF BROWARD


Code Compliance Inspector Signature

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared, Code Compliance Inspector Bethany Banyas, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath ^{WITNESS} my hand and official seal as aforesaid on this 11/8/2019


NOTARY PUBLIC, STATE OF FLORIDA



Case Overview

Property/Incident Information

Owner	Address	Site Address
4312 HOLDINGS LLC	3032 E COMMERCIAL BLVD #32 FORT LAUDERDALE, FL 33308	4312 SEAGRAPE DR, LAUDERDALE BY THE SEA, FL 33308 1-5

Legal Description

SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

Description

17110014—Work without obtaining a permit
Per Jack Morrell, Building Official

Case Status Closed **Case #** 17110014

Notes Work is being done on this property without a permit. Please obtain all building department permits for work being done.

For questions, please contact Jack Morrell, Building Official @ 954-640-4223 or jackm@lbts-fl.gov

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
11/20/2017	Complaint
11/20/2017	Notice of Violation
11/20/2017	Notice of Hearing
1/19/2018	Affidavit of Non-Compliance
1/26/2018	Final Order
2/4/2018	Affidavit of Non-Compliance
2/27/2018	Notice of Hearing
2/27/2018	Notice of Continuance
3/12/2018	Affidavit of Non-Compliance
3/22/2018	Affidavit of Non-Compliance
3/26/2018	Notice of Hearing
3/26/2018	2nd Notice of Continuance
4/26/2018	Affidavit of Non-Compliance
5/1/2018	Order of Imposition/Liens
7/19/2018	Affidavit of Non-Compliance
11/8/2019	Affidavit of Compliance

Violations

Case Overview

<u>Ordinance/Regulation</u>	<u>Section</u>	<u>Description</u>	<u>Date Complied</u>
Florida Building Code	Section 105.1 Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	11/8/2019

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Admin Fixed		Admin Fixed		\$150.00
Admin Fixed		Admin Fixed		\$100.00
Individual Violation	Section 105.1 Required	Individual Violation	11/8/2019	\$64,200.00
			Total Fines	\$64,450.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$64,450.00

Dear Town Commission,

12/14/2019

I'm writing this letter to ask for the lien in the amount of \$64,200 to be waived due to unforeseen circumstances, and extraordinary hardship. We were cited for starting demolition on the property, which we take full responsibility.

The contractor we hired, Juan Morales d/b/a JLM Property Preservation Solutions informed us that he had taken care of the violation, obtained all proper permits for the renovation of the property. Unfortunately he did not do what we hired him to do. We were unaware that the violation was still open and accruing a \$125/day fine. The contractor was a total nightmare. We paid him over \$60,000 before we had to fire him and hire a new contractor. He did not keep his end of the bargain. He provided work that was not up to code and that was not up to standard. After being given the runaround for months we had no choice but to cut our losses and move on.

We hired John Didonna of Trilogy construction to finish up the project. The prior work was so bad we basically had to start all over. We completed change of contractor form and opened up all new permits. Not knowing all along that there was a code violation still open with the prior contractor. I wasn't made aware of the violation until I happened to be speaking with Bethany Banyas in May of 2019 when we were discussing another issue. She informed us that we were sent notices to our PO Box which we never received, and also a certified letter that was sent to my address that I never received or signed for. Please understand that I would of taking care of this immediately had I known the violation was still open. I asked Bethany what do I need to rectify this situation immediately. She informed me that I needed to wait until all renovations were done and all permits were closed out and then I could apply for mitigation relief with the town commission.

Now that the renovation and permits are closed out I'm asking that the \$750 application fee be our fine for the violation, due to the fact that the prior contractor lied to us about taking care of the situation. We lost over \$60,000 on this project, and I think there was some miscommunication. Bethany along with everyone at the building department has been great in helping us through this unfortunate situation.

Please find attached a certified letter that our Attorney sent Juan Morales firing him as our contractor on 11/6/2018. Also attached is a letter from our contractor John Didonna who completed the work.

Regards,
RD Lottie III
Manager
4312 Holdings LLC

MARK S. MUCCI, P.A.*
Certified Civil Mediator

5561 NORTH UNIVERSITY DRIVE
SUITE 102
CORAL SPRINGS, FLORIDA 33067

WWW.BMWLAWYERS.NET

BRAD R. WEISS, P.A.
Board Certified in Construction Law
Also Admitted in Michigan

TELEPHONE 954-323-1023
FACSIMILE 954-323-1013

WILLIAM H. BENSON
(1929 – 2013)

BRIAN M. ABELOW

CHARLES M. KRAMER, Of Counsel
Board Certified in Construction Law

MATTHEW D. COHEN

November 6, 2018

Via Certified Mail, Return Receipt & E-Mail

Receipt No.: 9414 7118 9956 0773 7263 83

Email: ascatlantabranch@gmail.com and jlm.ppsolutions@gmail.com

Juan Morales d/b/a JLM Property Preservation Solutions
10446 Galleria Street
Wellington, Florida 33414

RE: CONSTRUCTION CONTRACT BY AND BETWEEN R.D. LOTTIE III AND JUAN MORALES D/B/A JLM
PROPERTY PRESERVATION SOLUTIONS, DATED FEBRUARY 23, 2018.
DEFAULT OF CONTRACT BY CONTRACTOR

CLIENT NO.: 4893
MATTER NO.: 18-844

Dear Mr. Morales:

Please be advised that the undersigned has been retained to represent the interest of R.D. Lottie III and 4312 Holdings, LLC. This letter will officially confirm that on November 6, 2018, the above reference construction contract is being terminated by my client, for cause. Specifically, Juan Morales d/b/a JLM Property Preservation Solutions, failed to complete the project within 120 days of the issuance of the permit as provided in Section III of the Agreement.

My client has entered into a new agreement with a replacement contractor. To the extent your breach of the agreement causes my client damages, those damages will be assessed, calculated and we will seek reimbursement from you for the same.

As my client transitions the work to the new contractor, we instruct you to cooperate with this transition to the fullest extent possible, so that any damages to my client (and, thus your financial responsibility), are mitigated to the greatest extent possible. This letter is written with a full reservation of all my clients' rights, defenses, and claims.

PLEASE GOVERN YOUR ACTIONS ACCORDINGLY.

Very truly yours,

BENSON MUCCI & WEISS, PL



Brian M. Abelow, Esq.
For the Firm

CERTIFIED MAIL

PS Form 3800 6/02

OUTBOUND TRACKING NUMBER
9414 7118 9956 0773 7263 83

RETURN RECEIPT TRACKING NUMBER
9490 9118 9956 0773 7263 32

FEES

Postage per piece \$0.470
Certified Fee \$3.450
Return Receipt Fee \$2.750
Total Postage & Fees: \$6.670

ARTICLE ADDRESS TO:

Juan Morales d/b/a
JLM Property Preservation Solutions
10446 Galleria Street
Wellington FL 33414-3158

Postmark
Here

SENDER: COMPLETE THIS SECTION

- Ensure items 1, 2, and 3 are completed.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juan Morales d/b/a
JLM Property Preservation Solutions
10446 Galleria Street
Wellington FL 33414-3158



9490 9118 9956 0773 7263 32

2. A-1111- Number (Transfer from service label)
7118 9956 0773 7263 83

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X

B. Received By: (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes ☐ No

3. Service Type

☒ Certified Mail®

A

Certified Mail
WITHOUT Physical Return
Receipt Service

(No Return Receipt Card)
Instructions

1. Apply this label to the TOP EDGE of the mailpiece.
2. Apply address label below to the CENTER of the mailpiece.

3. Peel the Certified Mail label below and fold it over the envelope, just above the postage so that it covers the existing Certified Mail marking.

Delivery Address
when used with **A**
or **Return Address**
when used with **B**

9490 9118 9956 0773 7263 32

Brian M. Abelow
Benson, Mucci & Weiss PL
5561 N. University Drive
Suite 102
Coral Springs FL 33067



CERTIFIED MAIL

CERTIFIED MAIL

← Fold and Tear →

B

Certified Mail
WITH Physical Return
Receipt Service

(Uses Return Receipt Card)
Instructions

1. Apply address label above to the back of this card.
2. Apply this card to the TOP EDGE of the mailpiece.
3. Peel the Certified Mail label above and fold it over your envelope, just above the postage so that it covers the existing Certified Mail marking.

062S0008243304

\$6.670
US POSTAGE
FIRST-CLASS
FROM 33067
11/06/2018
stamps,
endicia



9414 7118 9956 0773 7263 83

Juan Morales d/b/a
JLM Property Preservation Solutions
10446 Galleria Street
Wellington FL 33414-3158

stamps.com

Top of the page

Covered by and/or for use with U.S. Patents 6,244,763; 6,868,406; 7,216,110; 7,236,956; 7,236,970; 7,490,065; 7,567,940; 7,617,639; 7,743,043; 7,882,094; 8,027,926; 8,027,927; 8,027,935; 8,041,644; 8,046,823; 8,103,647; 8,301,572; 8,392,391; 8,498,943 and 8,843,464.

U.S. Postal Service
Certified Mail Receipt

stamps.com

★ 1-UP Laser Form ★
★ USA CMF - 134 03/18 ★

AFFIDAVIT OF AUTHORITY

BEFORE ME, the undersigned authority, authorized to take acknowledgments and administer oaths, personally appeared **RICHARD C. HAMILTON** (the "Member") and **RD LOTTIE, III** (the "Manager"), who are all of the Members and Managers of **4312 HOLDINGS, LLC**, a Florida limited liability company (hereinafter referred to as the "Company"), and who, after being duly sworn, deposes and says:

1. That, Articles of Organization incident to the Company were filed with the Secretary of State, State of Florida on **June 21, 2017** (the "Articles"), and the Operating Agreement incident to the Company was entered into effective as of **June 21, 2017** (the "Operating Agreement"); and, the Company is a Manager-managed limited liability company.

2. That, as of the date hereof, said Articles and Operating Agreement remain in full force and effect and have not been modified or amended as of the date hereof.

3. That, as of the date hereof, no members, other than those reflected in the Articles or Operating Agreement, have been admitted to the Company; no members have assigned their interests in the Company or have died; no members have been debtors in bankruptcy or have been otherwise disassociated with the Company under Florida Statute Section 605.0601, or under Florida Statute Section 605.0602; and, the Company has not been dissolved.

4. That, as of the date hereof, the Company is active and in good standing under the laws of the state of its formation and is not a debtor in bankruptcy.

5. That it is in the best interests of the Company to purchase that certain property located at 4312 Seagrape Drive, Lauderdale-By-The-Sea, FL 33308 (the "Property") from **4312 SEAGRAPE LLC**, a Delaware limited liability company (the "Seller") pursuant to the terms of that certain Commercial Contract dated May 26, 2017 (the "Contract"). In connection therewith, **RD LOTTIE, III**, as the Manager of the Company, is hereby authorized and directed to execute and deliver any and all documentation that may be reasonably necessary in order to consummate the purchase of the Property, including, but not limited to the Closing Statement.

6. That, this Affidavit of Authority is made for the purpose of inducing Weisburd, Eisen & Possenti, P.A. (the "Title Agent"), as the Title Agent for First American Title Insurance Company (the "Title Insurer") to issue a commitment or commitments and/or policy or policies insuring the Company's interest in the Property. The Company, the Manager and the Member do hereby agree to indemnify and hold harmless the Title Agent and the Title Insurer from any and all losses, costs or damages, including attorney's fees, which either of the foregoing may become liable for, either directly or indirectly, due to any misstatement contained herein.

28 IN WITNESS WHEREOF, I have hereunto set my hand as all of the members of the Company, this
day of **June, 2017**.

4312 Holdings, LLC, a Florida limited liability company

By: 
RICHARD C. HAMILTON, MEMBER

By: 
RD LOTTE, III, MANAGER



December 17, 2019

7700 Congress, LTD
7700 Congress Avenue
Suite 3100
Boca Raton, FL 33487

RE: 4312 Sea Grape Drive

Town Commission,

When we took over as General Contractor at 4312 Sea Grape Drive from the prior contractor, several things were not done up to code and the construction practices were below standard for the industry. The framing and drywall were not completed per code, (screws were missing, screw pattern was wrong and incorrect thickness of drywall on the ceilings). The electrical wiring was done with romex, which cannot be used on a commercial building. The electrical panels had to be taken out and replaced. The bathroom showers were not waterproofed, and the tiles were falling off the walls. The tiles on the floor had to be replaced because there was no bonding agent to the concrete floor beneath tile. The prior contractor also failed to install a firewall between each unit.

These are just a few of the problems we had to correct when taking over this project. My client was forced to start remove the substandard work and start from the beginning due to the negligent work that was done. If you have any questions, please don't hesitate to contact me.

Regards,

John DiDonna

President

18-000136 4312 Sea Grape Dr
 12-000586 LBS12-000583 4312 SEAGRAPE Drive 1-5
 12-000586 LBS16-004932 4312 SEAGRAPE Drive 1-5
 12-000586 LBS18-007037 4312 SEAGRAPE Drive 1-5
 12-000586 LBS19-008591 4312 SEAGRAPE Drive 1-5

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Permit Project



File #: 12-000586 ***

4312 SEAGRAPE Drive 1-5 LAUDERDALE BY THE SEA FL 33308
SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

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EDIT:
File

Edit Permit: LBS18-007037



ADD:
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[Inspection](#)
 Letter
[Note](#)
[Payment](#)
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[Route](#)
 REPORTS:
[Custom](#)
[Detail](#)
[Summary](#)

Permit #: LBS18-007037
 Permit Type: Lauderdale-By-The-Sea Permit
 Sub Type: Residential Alterations
 Work Description: INTERIOR REMODELING ***change of contractor APPROVED 11/26/2018***
 CHANGE OF CONTRACTOR/ELECTRICAL APPROVED 01/21/19
 Applicant: TRILOGY CONSTRUCTION - J ***
 Use of Building: Alteration
 Status: Closed
 Application Date: 03/28/2018
 Approval Date: 07/05/2018
 Issue Date: 07/05/2018
 Expiration Date: 02/08/2020
 Close Date: 11/08/2019
 Last Inspection: Structural on 11/08/2019
 Total Amount: \$ 1,099.71
 Amount Paid: \$ 1,099.71
 Balance Due: \$ 0.00
 Valuation: 13,576.00
 Non-Billable: ☐

Note:

- ALL NEW CONSTRUCTION, ADDITIONS AND POOLS, A SLAB SURVEY AND ELEVATION CERTIFICATE SHALL BE SUBMITTED AND APPROVED BY ZONING & STRUCTURAL PRIOR TO A COLUMN OR TIE BEAM INSPECTION.
- SWIMMING POOLS SHALL HAVE AN SPOT SURVEY APPROVED BY ZONING AND BUILDING AFTER THE POOL IS GUNITED PRIOR TO PERIMETER PLUMBING/PRESSURE TEST INSPECTION
- A FINAL SURVEY IS REQUIRED PRIOR TO POOL BARRIER INSPECTION, DECK INSPECTION AND PERIMETER FENCE INSPECTION APPROVAL A CONDITION PRECEDENT TO FINAL ELECTRIC INSPECTION APPROVAL PRIOR TO MARSITING THE POOL.

BRA Valuation: \$14,000.00

Misc Permit Type: Residential Interior Remodel

REQUIRED REVIEWS

ELECTRICAL:



Status:E: Approved
 Reviewed By:E: Scott Dry
 Notes: DENIED 4/1/18

Review Date: 05/25/2018
 Reviewed By: SCOTT DRY

PLUMBING:



Status:P: Approved
 Reviewed By:P: Michael Merowitz
 Notes: DENIED 4/2/18

Review Date: 05/25/2018
 Reviewed By: MICHAEL MEROWITZ

MECHANICAL:



Status:M:
 Reviewed By:M:

Review Date:
 Reviewed By:

Notes:

STRUCTURE:



Status:S:

Approved

Reviewed By:S:

Randall Clutter

Notes:

DENIED 3/30/18; 5/29/18

Review Date:

07/05/2018

Reviewed By:

RANDAL CLUTTER

FIRE:



Status:F:

Approved

Reviewed By:F:

Steve Paine

Notes:

DENIED 4/2/18

Review Date:

05/25/2018

Reviewed By:

STEVE PAINE

ZONING:



Status:Z:

Reviewed By:Z:

Notes:

Review Date:

Reviewed By:

LANDSCAPING:



Status:L:

Approved

Reviewed By:L:

Notes:

Review Date:

04/03/2018

Reviewed By:

SUSAN LEVEN, AICP

ENGINEERING:



Status:EN:

Reviewed By:E:

Notes:

Review Date:

Reviewed By:

HEALTH



DEPARTMENT:

Status:HD:

Reviewed By:

Review Date:

Notes:

DRAINAGE:



Status:D:

Reviewed By:

Review Date:

Notes:

DPEP:



Status:DE:

Reviewed By:

Review Date:

Notes:

BUILDING INFORMATION

Square Feet:

Flood Zone:

ADDITIONAL FEES

Temp for Test:

Trusses:

Plan Review

Meeting:

30 day Temp

Electrical:

Linear Feet:

Review Date:

Temp Pole:

Electrical Low

Voltage:

Shop Drawing:

Roofing Hours:

CONTACTSMortgage Lender: Title Holder: **CONTRACTORS**Builder: Architect/Engineer: Mechanical: Plumber: Electrician: Roofer: Notice of ☐Owner Builder: ☐

Commencement:

Special Inspector ☐

on the Job:

Permit Fees

Quantity	Fee	Description	Amount	Total
		Permit Fee (3% of construction value)		407.29
		Electrical Fee		85.00
		Plumbing Fee		85.00
		Structural Fee		85.00
		Boward County Board of Rules and Appea		9.52
		Education Fee (.2% of permit fee)		1.32
		Department of Community Affairs Fee (1%		6.63
		Department of Business and Professional		9.95
80.0	Fire Fee	FIRE PLAN REVIEW	1.0000	80.00
160.0	Fire Fee	FIRE REVIEW 5/25/18	1.0000	160.00
1.0	Change of Contractor	BLDG	85.0000	85.00
1.0	Change of Contractor	CHANGE OF CONTRACTOR (ELE	85.0000	85.00
		Plan Check Fees:		0.00
		Other Fees:		1,099.71
		Total Fees:		1,099.71

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount
03/28/2018	Cash	NEW BLDG F		858	- 4312 BUILDING LLC	602.41
07/12/2018	Credit	2-FIRE PLAN		1966	JR CONSTRUCTION & CO	160.00
07/12/2018	Credit	BALANCE OI		1967	JR CONSTRUCTION & CO	87.30
11/19/2018	Credit	CHANGE OF		3266	- 4312 BUILDING LLC	85.00
01/17/2019	Credit	CHANGE OF CC# 3626 01/17/19		164	GENESIS AUTOMATION IN	85.00
06/20/2019	Credit	FIRE PLAN F		1477	- 4312 HOLDINGS LLC	80.00
					Amount Paid:	1,099.71
					Balance Due:	0.00

[16-000136](#) 4312 Sea Grape Dr
[12-000586](#) [LBS12-000583](#) 4312 SEAGRAPE Drive 1-5
[12-000586](#) [LBS16-004932](#) 4312 SEAGRAPE Drive 1-5
[12-000586](#) [LBS18-007037](#) 4312 SEAGRAPE Drive 1-5
[12-000586](#) [LBS19-008591](#) 4312 SEAGRAPE Drive 1-5

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Permit Project



File #: 12-000586 ***

4312 SEAGRAPE Drive 1-5 LAUDERDALE BY THE SEA FL 33308
 SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

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	Permits	Reviews	Inspections	Activities	Documents	Contacts	History
	Inspection Type	Assigned By	Assigned To	LBS18-00703	Due	Complete	Status
EDIT: File	Structural	Town of LBTS 1	Town of LBTS 2	LBS18-007037	11/08/2019	11/08/2019	Approved
		INTERIOR REMODELING - FINAL					
ADD: Activity	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	11/04/2019	11/04/2019	Approved
Address		INTERIOR REMODELING FINAL (TREY / 323.997.5969) —					
Alert	Mechanical	Town of LBTS 2	Town of LBTS 2	LBS18-007037	11/01/2019	11/01/2019	Approved
Contact		INTERIOR REMODELING FINAL (TREY / 323.997.5969) — approved					
Document	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	10/30/2019	10/30/2019	Fail
Email		INTERIOR REMODELING FINAL - TREY 323.997.5969 FBC B . 107.3..0.2 plan to be revised /Plumbing plan required to show all new work, tankless water heaters were installed and does not reflect on plans . Per FBC P 502.1 General Water heater section . water heaters shall be hardwired and be provided disconnect per N.E.C 110.3(b) . FBC P 504.6 t and p shall be installed / FBC P 305.3 provide escutions at all wall piping penetrations at wall. / FBC P standpipes . Laundry waste to be installed and shall be 18 inches from trap weir/ Recall when ready					
Inspection		Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/28/2019	10/28/2019	Approved
Letter	Fire						
Note		FIRE FINAL / INTERIOR REMODELING - TREY 323.997.5969					
Payment		Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/22/2019	10/22/2019	Fail
Permit	Mechanical						
Route		INTERIOR REMODELING - TREY 323.997.5969 missing kitchen hoods. seal a/h closet #4					
REPORTS: Custom	Electrical	System User	Town of LBTS 2	LBS18-007037	10/21/2019	10/21/2019	Approved
Detail		Electrical final units 1,2,3,4,5 Dustin 954-253-9014					
Summary	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	10/18/2019	10/18/2019	Approved
		WINDOW FINAL (TREY / 323.997.5969) —					
	Mechanical	Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/18/2019	10/18/2019	Fail
		INTERIOR REMODELING -TREY 323.997.5969 permit and plans not on site.					
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	07/15/2019	07/15/2019	Approved
		DRYWALL AND WATERPROOFING OF SHOWERS (TREY / 323.997.5969) — APPROVED WATERPROOFING UNITS #1-5 & D/WALL #4 &5					
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	07/02/2019	07/02/2019	Approved
		INTERIOR FRAMING (TREY / 323.997.5960) — APPROVED					
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	06/26/2019	06/26/2019	Approved
		FIREWALL (TREY / 323.997.5969) — APPROVED DRYWALL FOR FIREWALL IN ATTIC					
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	06/21/2019	06/21/2019	Approved
		WINDOW / DOOR FRAMING (TREY / 323.997.59690 —					
	Electrical	System User	Town of LBTS 1	LBS18-007037	03/27/2019	03/27/2019	Approved
		rough inspection of apt 4 and 5, This inspection completes the entire rough for all the units. Approved, SG 3-27-19 954-868-3543					
	Electrical	System User	Town of LBTS 2	LBS18-007037	02/12/2019	02/12/2019	Approved
		Rough inspection for units 1, 2 and 3 Keith Pegler 954-868-3543					
	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	01/23/2019	01/23/2019	Approved
		TOP OUT / SCOTT - 954.554.4415 —					
	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	01/02/2019	01/02/2019	Approved

PLUMBING ROUGH —

EXHIBIT 4



start new search

◀ (1-5 of 6) ▶

18-000136 4312 Sea Grape Dr
12-000586 LBS12-000583 4312 SEAGRAPE Drive 1-5
12-000586 LBS16-004932 4312 SEAGRAPE Drive 1-5
12-000586 LBS18-007037 4312 SEAGRAPE Drive 1-5
12-000586 LBS19-008591 4312 SEAGRAPE Drive 1-5

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Permit Project



File #: 12-000586 ***
4312 SEAGRAPE Drive 1-5 LAUDERDALE BY THE SEA FL 33308
SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

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Permits Reviews Inspections Activities Documents Contacts History

EDIT:
File

Edit Permit: LBS18-007037



ADD:
Activity
Address
Alert
Contact
Document
Email
Inspection
Letter
Note
Payment
Permit
Route
REPORTS:
Custom
Detail
Summary

Permit #: LBS18-007037
Permit Type: Lauderdale-By-The-Sea Permit
Sub Type: Residential Alterations
Work Description: INTERIOR REMODELING ***change of contractor APPROVED 11/26/2018***
CHANGE OF CONTRACTOR/ELECTRICAL APPROVED 01/21/19
Applicant: TRILOGY CONSTRUCTION - J ***
Use of Building: Alteration
Status: Closed
Application Date: 03/28/2018
Approval Date: 07/05/2018
Issue Date: 07/05/2018
Expiration Date: 02/08/2020
Close Date: 11/08/2019
Last Inspection: Structural on 11/08/2019
Total Amount: \$ 1,099.71
Amount Paid: \$ 1,099.71
Balance Due: \$ 0.00
Valuation: 13,576.00
Non-Billable: ☐

Note:

- ALL NEW CONSTRUCTION, ADDITIONS AND POOLS, A SLAB SURVEY AND ELEVATION CERTIFICATE SHALL BE SUBMITTED AND APPROVED BY ZONING & STRUCTURAL PRIOR TO A COLUMN OR TIE BEAM INSPECTION.
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BRA Valuation: \$14,000.00

Misc Permit Type: Residential Interior Remodel

REQUIRED REVIEWS

ELECTRICAL:



Status:E: Approved
Reviewed By:E: Scott Dry
Notes: DENIED 4/1/18

Review Date: 05/25/2018
Reviewed By: SCOTT DRY

PLUMBING:



Status:P: Approved
Reviewed By:P: Michael Merowitz
Notes: DENIED 4/2/18

Review Date: 05/25/2018
Reviewed By: MICHAEL MEROWITZ

MECHANICAL:



Status:M:
Reviewed By:M:

Review Date:
Reviewed By:

Notes:

STRUCTURE:



Status:S:

Approved



Reviewed By:S:

Randall Clutter



Notes:

DENIED 3/30/18; 5/29/18

Review Date:

07/05/2018

Reviewed By:

RANDAL CLUTTER

FIRE:



Status:F:

Approved



Reviewed By:F:

Steve Paine



Notes:

DENIED 4/2/18

Review Date:

05/25/2018

Reviewed By:

STEVE PAINE

ZONING:



Status:Z:



Reviewed By:Z:



Notes:

Review Date:

Reviewed By:

LANDSCAPING:



Status:L:

Approved



Reviewed By:L:



Notes:

Review Date:

04/03/2018

Reviewed By:

SUSAN LEVEN, AICP

ENGINEERING:



Status:EN:



Reviewed By:E:



Notes:

Review Date:

Reviewed By:

HEALTH



DEPARTMENT:

Status:HD:



Reviewed By:

Review Date:

Notes:

DRAINAGE:



Status:D:



Reviewed By:

Review Date:

Notes:

DPEP:



Status:DE:



Reviewed By:

Review Date:

Notes:

BUILDING INFORMATION

Square Feet:

Flood Zone:



Linear Feet:

Review Date:

ADDITIONAL FEES

Temp for Test:

Trusses:

Temp Pole:

Electrical Low

Voltage:

Shop Drawing:

Plan Review

Meeting:

30 day Temp

Electrical:

Roofing Hours:

CONTACTSMortgage Lender: Title Holder: **CONTRACTORS**Builder: Architect/Engineer: Mechanical: Plumber: Electrician: Roofer: Notice of ☐Owner Builder: ☐

Commencement:

Special Inspector ☐

on the Job:

Permit Fees



Quantity	Fee	Description	Amount	Total
		Permit Fee (3% of construction value)		407.29
		Electrical Fee		85.00
		Plumbing Fee		85.00
		Structural Fee		85.00
		Boward County Board of Rules and Appea		9.52
		Education Fee (.2% of permit fee)		1.32
		Department of Community Affairs Fee (1%		6.63
		Department of Business and Professional		9.95
80.0	Fire Fee	FIRE PLAN REVIEW	1.0000	80.00
160.0	Fire Fee	FIRE REVIEW 5/25/18	1.0000	160.00
1.0	Change of Contractor	BLDG	85.0000	85.00
1.0	Change of Contractor	CHANGE OF CONTRACTOR (ELE	85.0000	85.00
			Plan Check Fees:	0.00
			Other Fees:	1,099.71
			Total Fees:	1,099.71

Payments



Date	Type	Reference	Note	Receipt #	Received From	Amount
03/28/2018	Cash	NEW BLDG F		858	- 4312 BUILDING LLC	602.41
07/12/2018	Credit	2-FIRE PLAN		1966	JR CONSTRUCTION & CO	160.00
07/12/2018	Credit	BALANCE OI		1967	JR CONSTRUCTION & CO	87.30
11/19/2018	Credit	CHANGE OF		3266	- 4312 BUILDING LLC	85.00
01/17/2019	Credit	CHANGE OF CC# 3626 01/17/19		164	GENESIS AUTOMATION IN	85.00
06/20/2019	Credit	FIRE PLAN F		1477	- 4312 HOLDINGS LLC	80.00
Amount Paid:						1,099.71
Balance Due:						0.00

Permit Project



File #: 12-000586 ***
 4312 SEAGRAPE Drive 1-5 LAUDERDALE BY THE SEA FL 33308
 SILVER SHORES UNIT A 28-39 B LOT 10 N1/2 BLK 1

No image found for this file, click here to upload an image

	Permits	Reviews	Inspections	Activities	Documents	Contacts	History
EDIT:	Inspection Type	Assigned By	Assigned To	LBS18-00703	Due	Complete	Status
File	Structural	Town of LBTS 1	Town of LBTS 2	LBS18-007037	11/08/2019	11/08/2019	Approved
ADD:	INTERIOR REMODELING - FINAL						
Activity	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	11/04/2019	11/04/2019	Approved
Address	INTERIOR REMODELING FINAL (TREY / 323.997.5969) —						
Alert	Mechanical	Town of LBTS 2	Town of LBTS 2	LBS18-007037	11/01/2019	11/01/2019	Approved
Contact	INTERIOR REMODELING FINAL (TREY / 323.997.5969) — approved						
Document	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	10/30/2019	10/30/2019	Fail
Email	INTERIOR REMODELING FINAL - TREY 323.997.5969 FBC B . 107.3..0.2 plan to be revised /Plumbing plan required to show all new work, tankless water heaters were installed and does not reflect on plans . Per FBC P 502.1 General Water heater section . water heaters shall be hardwired and be provided disconnect per N.E.C 110.3(b) . FBC P 504.6 t and p shall be installed / FBC P 305.3 provide escutions at all wall piping penetrations at wall. / FBC P standpipes . Laundry waste to be installed and shall be 18 inches from trap weir/ Recali when ready						
Inspection	Fire	Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/28/2019	10/28/2019	Approved
Letter	FIRE FINAL / INTERIOR REMODELING - TREY 323.997.5969						
Note	Mechanical	Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/22/2019	10/22/2019	Fail
Payment	INTERIOR REMODELING - TREY 323.997.5969 missing kitchen hoods. seal a/h closet #4						
Permit	Electrical	System User	Town of LBTS 2	LBS18-007037	10/21/2019	10/21/2019	Approved
Route	Structural	Electrical final units 1,2,3,4,5 Dustin 954-253-9014					Approved
REPORTS:	Mechanical	Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/18/2019	10/18/2019	Fail
Custom	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	10/18/2019	10/18/2019	Approved
Detail	Mechanical	Town of LBTS 1	Town of LBTS 2	LBS18-007037	10/18/2019	10/18/2019	Fail
Summary	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	07/15/2019	07/15/2019	Approved
	INTERIOR REMODELING -TREY 323.997.5969 permit and plans not on site.						
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	07/02/2019	07/02/2019	Approved
	WINDOW FINAL (TREY / 323.997.5969) —						
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	06/26/2019	06/26/2019	Approved
	Structural	Town of LBTS 2	Town of LBTS 2	LBS18-007037	06/21/2019	06/21/2019	Approved
	Electrical	System User	Town of LBTS 1	LBS18-007037	03/27/2019	03/27/2019	Approved
	Electrical	System User	Town of LBTS 2	LBS18-007037	02/12/2019	02/12/2019	Approved
	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	01/23/2019	01/23/2019	Approved
	Plumbing	Town of LBTS 2	Town of LBTS 2	LBS18-007037	01/02/2019	01/02/2019	Approved

PLUMBING ROUGH —



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Letter requesting Broward County to fund the ADA improvements to the bus stops and sidewalks at Town intersections through the Transportation Surtax Program. (Bill Vance, Town Manager)

Explanation: The attached letter is presented for the Commission's review and direction for transmittal to the County.

Recommendation:

N/A

Attachments:

1. Request for Funding Letter

January 15, 2020

Gretchen Cassini
Mobility Advancement Program (MAP) Administrator
Independent Transportation Surtax Oversight Board Coordinator
115 South Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

Dear Ms. Cassini,

Your friends in Lauderdale-By-The-Sea remain at your service and we greatly appreciate the County's continued support of the County-sponsored shuttle bus program in LBTS.

According to Section 2.7.1 of the existing Interlocal Agreement signed between Broward County Transit and Town of Lauderdale By The Sea for the community shuttle service, "Town shall ensure that all proposed bus stops are ADA compliant before revenue service starts."

This correspondence is a request to bring for consideration to the Oversight Board the eligibility of ADA improvements to be constructed by the County and funded through the County's share of the Transportation Penny Surtax Program

Since the community shuttle program is a County wide initiative, we anticipate that other municipalities would benefit from the County's leadership in ensuring that all shuttle bus stops are built to their standards and compliant with federal guidelines.

In addition to the above, we are also requesting ADA improvements at intersections with sidewalks be funded under the Surtax Program. The Town is currently conducting a study to ascertain which crossings will need to be upgraded to meet the latest ADA requirements. These improvements would consist of installing detectable warning tiles as well as replacing sidewalk squares in order to ensure they have sufficient slope to meet ADA standards. While this project is not part of the Town's list of approved surtax projects, we would be interested in County funding or in adding this request to our list of approved projects in 2021.

Thank you very much for considering this request. Please let me know when would be a good time to further discuss this matter. I am always available via my cell phone at (954) 740-2720.

I look forward to speaking with you.

Most respectfully submitted,

William M. Vance
Town Manager

Ken Rubach
Municipal Services Director

CC: Mr. Lamar P. Fisher, Broward County Commissioner-District 4
Bertha Henry, Broward County Administrator



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Commissioner Malkoon

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Future Charter Questions for the November 2020 Election (Commissioner Malkoon)

Explanation: This item is being brought forward for the voters to decide on grandfathering the current heights for the two properties at the ends of El Mar i.e. Plunge and Holiday Inn. Current code allows properties to be rebuilt to non-conforming after a natural disaster or part of an active site plan within a few months of demolition. This would preserve the non-conforming rule if the building is demolished and sold.

Recommendation:

Commission Discussion

Attachments:

1. Highlighted Town Charter Section 7.1
2. Charter Amendments that passed and failed

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

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.

- (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.

Charter Amendments That Passed:

(1) CREATE ALTERNATIVE STANDARD FOR TOWN COMMISSION TO DETERMINE TOWN MANAGER QUALIFICATIONS

The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.

Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?

Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.

. . . . The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.

(2) CHANGE TIME FOR TOWN COMMISSION TO DESIGNATE THE VICE MAYOR

The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.

Shall the Charter be amended to provide that the Town Commission designate a Vice Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?

Sec. 6.2. - Vice Mayor and acting Mayor Pro-Tem.

No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur ~~Tuesday~~ following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. . . .

(4) ESTABLISH MAXIMUM CONSECUTIVE TERM LIMIT FOR SERVICE AS MAYOR-COMMISSIONER AND TOWN COMMISSIONER

The Charter currently limits service as a Mayor-Commissioner to three terms and service as a Town Commissioner to two terms, but does not limit continuous service alternating between the two offices.

Shall the Charter be amended to provide that no person may be elected or appointed as Mayor-Commissioner or Town Commissioner if that person has served a total of fourteen years in any combination of offices, without a two year break in service?

Sec. 6.3. - Qualifications of members of Town Commission.

* * * * *

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two year break in service.

(6) CREATE PROCEDURES FOR VACANCIES IN CANDIDACY FOR TOWN ELECTED OFFICE

Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.

Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?

Sec. 6.10. - Vacancy in candidacy for Mayor-Commissioner or Commissioner.

(a) Withdrawal. A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.

(b) Effect of death, withdrawal or removal where candidate remains on the ballot.

(1) No supplemental qualifying period. If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, the remaining candidate shall be declared elected and no election shall be held for that office.

(2) Changes in ballot. The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void.

(c) Effect of death, withdrawal or removal where no candidate remains on the ballot. Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

Charter Amendments That Failed:

(2) ALLOW MAYOR-COMMISSIONER TO RUN FOR TOWN COMMISSIONER AFTER REACHING TERM LIMIT AS MAYOR-COMMISSIONER

The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.

Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service?

(5) AMEND PROCEDURES AND PENALTIES APPLICABLE TO ALLEGED COMMISSIONER VIOLATIONS

The Charter currently provides that, if the Town Commission finds that one of its members has committed certain acts, that Commissioner shall forfeit office.

Shall the Charter be amended to clarify the due process requirements for such hearings, and to allow the Commission to consider lesser penalties (censure and a letter of instruction) for violation of any standard of conduct or code of ethics established by law and for incapacity for three or more months?



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Commissioner Malkoon

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Neighborhood Lighting (Commissioner Malkoon)

Explanation:

On several occasions in the past, residents and Town Commissions have expressed a desire to address neighborhood lighting. Staff has addressed this by adding some lighting in an ad hoc manner. With a properly designed plan, neighborhoods are safer as there is more visibility which also acts as a deterrence for theft.

Recommendation:

Commission direction to direct staff to investigate putting together a formal lighting plan for each residential single-family neighborhood. Including cost and possible earth friendly options.



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Commissioner Malkoon

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Historic Anglin Home (Commissioner Malkoon)

Explanation:

4230-40 N Ocean Drive (Anglin Home) is currently listed and could represent a once in a lifetime opportunity to purchase a significant Town historic property. We will hear from several speakers as to why the Town should consider.

My suggestion is that it be used for the purpose of Tourism. The home could be used for a museum and the wood structure (a recognized historic property) can be used as an environmental showcase for all we do here. One can visit to learn about our environmental initiatives i.e. reefs, dunes, bees, turtles etc.

Recommendation:

Commission Discussion

Attachments:

1. Florida Master Site File (# BD3044)
2. Broward County preliminary review prior to the Town's opt out
3. Historical Photos

**REQUEST TO INITIATE PROCEDURES FOR DESIGNATION
SITE SUMMARY SHEET
ANGLIN HOUSE**

Address/Location: 4240 North Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Type: Single-Family Residence

Folio Number: 4943 18 01 1550

Ownership: Private Owner

Prior Recording (if applicable):

- County recording: Broward County Survey, Phase III
- State recording: Florida Master Site File Number 8BD3044



Statement of Significance:

- The property is in a good state of preservation. Per Florida Master Site File recording the Anglin House is “significant as one of the oldest surviving structures in Lauderdale-by-the-Sea, for its Mediterranean Revival architecture, and as home of City founder M.T. Anglin.”
- The property is one of the sole surviving examples of Mediterranean Revival architecture of the Boom (1920s) period in north eastern Broward.
- The property serves as an important historic and architectural icon for the surrounding community by way of age, design and association with person(s) of local significance and/or who’ve historically contributed to their local community.

Designation Objectives:

- Provide for historic designation recognition, economic benefits and design protection to a unique property that predates most of the existing area’s building development.
- To assist the local municipality by recognition of its historic assets.
- To help foster a sense of historical continuity, awareness and pride.
- To provide professional guidance as needed, with regards to any future changes or modifications to the subject property.

Staff Recommendation:

- After review and preliminary research of the subject site, Staff recommends initiation of designation procedures as a Broward County Historic Site by the preparation of an Application for Designation for presentation to the Board at a follow up meeting.

Historic Preservation Board Action(s):

Page 1

HISTORICAL STRUCTURE FORM FLORIDA MASTER SITE FILE

Site # 03044
☒ original
☐ update

Version 1.1: 3/89

Recorder # _____

SITE NAME Anglin House
 HISTORIC CONTEXTS Boomtime
 NAT. REGISTER CATEGORY Building
 OTHER NAMES OR MSF NOS _____
 COUNTY Broward OWNERSHIP TYPE Private
 PROJECT NAME Broward County Survey, Phase III DHR NO 4101
 LOCATION (Attach copy of USGS map, sketch-map of immediate area)
 ADDRESS 4240 Ocean Drive CITY Lauderdale-by-the-Sea
 VICINITY OF / ROUTE TO _____

SUBDIVISION Lauderdale-by-the-Sea BLOCK NO 16 LOT NO 11
 PLAT OR OTHER MAP _____
 TOWNSHIP 49S RANGE 43E SECTION 18 1/4 1/4-1/4
 IRREGULAR SEC? y n LAND GRANT _____
 USGS 7.5' MAP Pompano Beach
 UTM: ZONE _____ EASTING _____ NORTHING _____
 COORDINATES: LATITUDE _____ D _____ M _____ S LONGITUDE _____ D _____ M _____ S

HISTORY

ARCHITECT: F _____ M _____ L _____
 BUILDER: F _____ M _____ L _____
 CONST DATE 1925 CIRCA _____ RESTORATION DATE(S): _____
 MODIFICATION DATE(S): _____
 MOVE: DATE _____ ORIG LOCATION _____
 ORIGINAL USE(S) Residence
 PRESENT USES(S) Residence

DESCRIPTION

STYLE Mediterranean Revival
 PLAN: EXTERIOR Irregular
 INTERIOR _____
 NO.: STORIES 2 OUTBLDGS 0 PORCHES 1 DORMERS 0
 STRUCTURAL SYSTEM(S) _____
 EXTERIOR FABRIC(S) Stucco
 FOUNDATION: TYPE _____ MATLS _____
 INFILL _____
 PORCHES Wrap-around on west and north side. with large pillars
 ROOF: TYPE Flat SURFACING Barrel tile
 SECONDARY STRUCS. _____
 CHIMNEY: NO 1 MTLS Masonry LOCNS South side
 WINDOWS Modern aluminum

EXTERIOR ORNAMENT _____
 CONDITION Good SURROUNDINGS Commercial Residential
 NARRATIVE (general, interior, landscape, context; 3 lines only)

ARCHAEOLOGICAL REMAINS AT THE SITE

FMSF ARCHAEOLOGICAL FORM COMPLETED? y n (IF Y, ATTACH)
 ARTIFACTS OR OTHER REMAINS _____

AREAS OF SIGNIFICANCE Architecture; association with pioneer Anglin family.

ELIGIBLE FOR NAT. REGISTER? y n likely, need info x insf inf
SIGNIF. AS PART OF DISTRICT? y n likely, need info x insf inf
SIGNIFICANT AT LOCAL LEVEL? xy n likely, need info insf inf

SUMMARY ON SIGNIFICANCE (Limit to three lines provided; see page 3)
Significant as one of the oldest surviving structures in Lauderdale -by-the-Sea,
for its Mediterranean Revival architecture, and as the home of City founder M.I.Anglin.

* * *DHR USE ONLY* * * * * DHR USE ONLY *

DATE LISTED ON NR _____

KEEPER DETERMINATION OF ELIG.(DATE): -YES _____ -NO _____

SHPO EVALUATION OF ELIGIBILITY(DATE): -YES _____ -NO _____

LOCAL DETERMINATION OF ELIG.(DATE): -YES _____ -NO _____

OFFICE _____

* * *DHR USE ONLY* * * * * DHR USE ONLY *

RECORDER INFORMATION: NAME F _____ M _____ L _____
DATE: MO 6 YR 1995 AFFILIATION Broward County Historical Commission

PHOTOGRAPHS (Attach a labeled print bigger than contact size)
LOCATION OF NEGATIVES _____
NEGATIVE NUMBERS _____

P H O T O G R A P H

[illegible]

Attach a B/W photographic print here with plastic clip. Label the print itself with at least: the FMSF site number (survey number or site name if not available), direction and date of photograph. Prints larger than contact size are preferable.

REQUIRED: USGS MAP OR COPY WITH SITE LOCATION MARKED











BEACH
YOU'RE
HERE

Shore
Diving
Parking
Downtown



*The Demko Homestead
inside and out*



158



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2020-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY APPLICATION, PERMIT, LICENSE, AND OPERATION REGULATIONS RELATED TO SIDEWALK CAFES AND TO REORGANIZE THE ARTICLE TO STREAMLINE AND IMPROVE FUNCTIONALITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation: On May 16, 2019, the Town Commission held a workshop to discuss downtown issues such as noise, signs and sidewalk café regulations. After discussion, the Town Commission requested Staff to bring forward ordinances to amend the current sidewalk café and sign code regulations. No changes were proposed to the noise regulations. Minutes from this meeting are attached as **Exhibit 1**.

Proposed Ordinance 2020-02 (**Exhibit 2**) amends the sidewalk café regulations in the following manner:

1. Reorganizes Code for Ease of Reference

The prior sidewalk café regulations were difficult to follow and the policies, included since its inception, did not follow a consistent pattern. Due to the significant amount of changes required, Staff is proposing to delete the existing sidewalk café code in its entirety and replace it with the newly organized code. As provided in the proposed ordinance, the reorganized code is more customer friendly.

2. Adds Standards that were Previously Regulated as Policies

Staff is also proposing to add policies that are currently being adhered to and outlined in the sidewalk standards that the Commission approved in 2014 but were not officially incorporated in the Town Code. These policies include:

1. Limiting the size of the umbrella (Line 298) to 8.5' with a minimum of 8' of clearance from the sidewalk;
2. Prohibiting tents and canopies (Line 300);
3. Establishing the number of people per square foot of sidewalk café area to one seat per ten (10) square feet of sidewalk café area for chairs and one barstool seat per 24 inches for bar stools. This is an increase to the existing policy of 1 person for 15 square feet. (Line 283);
4. Establishing a buffer zone from the sidewalk and the street (Line 229) - 5' if adjacent to parking, 1' if there is no parking;
5. Setting the minimum width of the pedestrian path (Line 242) – 7' if west of Ocean Drive and fronting Commercial Boulevard, 5' for all other areas. The Town Manager has the authority to select the final location of the path and is authorized to require a wider path if necessary, for the public's health, safety and welfare.

3. Deletes Previous Code Provisions

References to Fees – The Town Commission establishes Sidewalk café fees by Resolution. Currently, after one (1) year in business, the Town charges \$18 per square foot for sidewalk café's east of Seagrape Drive and \$10 per square foot in the plazas. The Town Commission previously deleted additional fees charged for the number of chairs included in the sidewalk café. The proposed ordinance deletes the reference to this fee.

Prohibition against affixed furniture (Line 320) – Staff is recommending a change to the code to allow sidewalk cafés to affix its tables to the sidewalk. However, any damage to the sidewalk pavers is the responsibility of the restaurant if the tables are removed or relocated.

4. Adds and Amends Definitions

The following definitions were amended or added for clarification purposes:

	Definition	Line Number
1.	Buffer Zone	38
2.	Fixtures	40
3.	Food Store	42
4.	Furniture	45
5.	Maintenance Area	47
6.	Restaurant	55
7.	Right of Way	63
8.	Sidewalk café	69

5. Adds New Concepts.

The following new concepts are proposed in this ordinance:

Establishes Procedures to Accept Payment for Sidewalk Café less than 12 months of the Year – (Line 109) One of the Town's sidewalk café owners would like to operate their sidewalk café for a portion of the year. However, the current code requires payment for no less than 12 months. Regulations have been included in this draft ordinance to allow an owner to determine the number of months they would like to operate their sidewalk café; they will then be charged accordingly.

Adds Time Requirement for Staff to review a sidewalk café application to ensure a timely review – (Line 162) The proposed time frame is consistent with those established in the land development code for other applications processed by the Development Services Department.

Requires Fire Department Review to ensure egress in and out of the building is maintained (Line 339)

Prohibits live or amplified music within the confines of the sidewalk café area – (Line 273) In addition, speakers emitting music from inside the sidewalk café area shall be placed and directed so that the music's amplification is directed internally into the restaurant. If a television is located outside the building, no sound can be audible outside of the sidewalk café area.

Prohibits lights, decorations and other objects to be placed in the sidewalk café area other than those that were specifically approved as part of the sidewalk café permit – (Line 355) Further, the proposed ordinance prohibits any decorations or lights placed outside of the sidewalk café area, including in the Town's landscaping and on the Town furniture and light poles.

Allows for the storage of furniture and fixtures on the sidewalk in a neat and orderly manner no earlier than 10:30 p.m. (Line 324) – The layout must be restored by 10:30 a.m.

6. Clarifies Regulations

Throughout the ordinance, the language was amended to more clearly express the Town requirements.

The Planning and Zoning Board reviewed the proposed ordinance at their January 7th meeting. At the meeting, the Board recommended approval (3-0).

Recommendation:

Staff recommends that the Commission review the proposed ordinance and set second reading for February 11, 2020.

Attachments:

1. PZ Agenda Memorandum
2. Ordinance 2020-02

Exhibit 1



Town of Lauderdale-By-The-Sea Development Services Department

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: January 3, 2020
Meeting Date: January 7, 2020
New Business: Review of Sidewalk Café Regulations

Purpose

Review proposed amendments to Chapter 17 “Streets, Sidewalks, and Other Public Places,” Article VI, “Sidewalk Cafés” of the Town’s Code of Ordinances.

Background

On May 16, 2019, the Town Commission held a workshop to discuss downtown issues such as noise, signs and sidewalk café regulations. After discussion, the Town Commission requested Staff to bring forward ordinances to amend the current sidewalk café and sign code regulations. No changes were proposed to the noise regulations. Minutes from this meeting are attached as **Exhibit 1**.

The proposed sidewalk café ordinance (**Exhibit 2**) is the subject of this report. Outdoor dining is the subject of a separate report on tonight’s agenda.

Discussion

The Town’s sidewalk café regulations were originally adopted in 1993. While there have been updates over the years, the Town Commission has not completed a comprehensive review of these regulations since they were adopted.

In 2014, the Town completed a revitalization of the Commercial Boulevard corridor. This included widening the sidewalks and adding decorative paving, landscaping and lighting. These improvements, along with code incentives to encourage the establishment of restaurants, had a significant impact on the number of sidewalk cafés located in the Town. The proposed ordinance addresses the proliferation of sidewalk cafés and associated recurring issues by amending and adding current regulations.

Specifically, the proposed ordinance accomplishes the following:

1. Reorganizes the code for ease of reference;
2. Adds standards that were previously regulated as policies;
3. Deletes previous code provisions that are no longer imposed;
4. Adds and amends some definitions; and

5. Adds new concepts to update and improve the sidewalk café program; and
6. Amends the existing language to clarify and update the code.

1. Reorganize Code for Ease of Reference

The prior sidewalk café regulations were difficult to follow and the policies, included since its inception, did not follow a consistent pattern. Due to the significant amount of changes required, Staff is proposing to delete the existing sidewalk café code in its entirety and replace it with the newly organized code. As provided in the proposed ordinance, the reorganized code is more customer-friendly.

2. Add Standards that were Previously Regulated as Policies

Staff is also proposing to add policies that are currently being adhered to and outlined in the sidewalk standards that the Commission approved in 2014, but were not officially incorporated in the Town Code. These policies include:

1. Limiting the size of the umbrella to 8.5' with a minimum of 8' of clearance from the sidewalk;
2. Prohibiting tents and canopies;
3. Establishing the number of people per square foot of sidewalk café area to one seat per ten (10) square feet of sidewalk café area for chairs and one barstool seat per 24 inches for bar stools (this is an increase to the existing policy of 1 person for 15 square feet);
4. Establishing a buffer zone from the sidewalk and the street (5' if adjacent to parking, 1' if there is no parking);
5. Setting the minimum width of the pedestrian path – 7' if west of Ocean Drive and fronting Commercial Boulevard, 5' for all other areas. The Town Manager has the authority to select the final location of the path and is authorized to require a wider path if necessary, for the public's health, safety and welfare.

3. Deletes Previous Code Provisions

References to Fees – The Town Commission establishes Sidewalk café fees by Resolution. Currently, after one (1) year in business, the Town charges \$18 per square foot for sidewalk café's east of Seagrape Drive and \$10 per square foot in the plazas. The Town Commission previously deleted additional fees charged for the number of chairs included in the sidewalk café. The proposed ordinance deletes the reference to this fee.

Prohibition against affixed furniture – Staff is recommending a change to the code to allow sidewalk cafés to affix its tables to the sidewalk. However, any damage to the sidewalk pavers is the responsibility of the restaurant if the tables are removed or relocated.

4. Adds and Amends Definitions

The following definitions were amended or added for clarification purposes:

Buffer Zone
Fixtures
Food Store
Furniture
Maintenance Area
Restaurant
Right of Way
Sidewalk café

5. Adds New Concepts.

The following new concepts are proposed in this ordinance:

Establishes Procedures to Accept Payment for Sidewalk Café less than 12 months of the Year – One of the Town's sidewalk café owners would like to operate their sidewalk café for a portion of the year. However, the current code requires payment for no less than 12 months. Regulations have been included in this draft ordinance to allow an owner to determine the number of months they would like to operate their sidewalk café; they will then be charged accordingly.

Adds Time Requirement for Staff to review a sidewalk café application to ensure a timely review – The proposed time frame is consistent with those established in the land development code for other applications processed by the Development Services Department.

Requires Fire Department Review to ensure egress in and out of the building is maintained.

Prohibits live or amplified music within the confines of the sidewalk café area – In addition, speakers emitting music from inside the sidewalk café area shall be placed and directed so that the music's amplification is directed internally into the restaurant. If a television is located outside the building, no sound can be audible outside of the sidewalk café area.

Prohibits lights, decorations and other objects to be placed in the sidewalk café area other than those that were specifically approved as part of the sidewalk café permit – Further, the proposed ordinance prohibits any decorations or lights placed outside of the sidewalk café area, including in the Town's landscaping and on the Town furniture and light poles.

Allows for the storage of furniture and fixtures on the sidewalk in a neat and orderly manner no earlier than 10:30 p.m. – The layout must be restored by 10:30 a.m.

6. Clarifies Regulations

Throughout the ordinance, the language was amended to more clearly express the Town requirements.

Exhibits: 1. Commission Minutes
2. Ordinance 2020-02

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, May 16, 2019
5:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:30 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Deputy Town Manager Tony Bryan, Development Services Director Linda Connors, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Jim Rogers, resident, addressed the problem of noise levels in the Silver Shores area and played a recording of noise from the Downtown area as heard at his home. He did not feel citations were a deterrent to the businesses responsible for the noise. He recommended that permitted entertainment be limited to one night per week, with permits issued once per event, and require monitoring of noise levels.

John Frasene, resident, recalled that some years ago the *Sun-Sentinel* reported that Lauderdale-By-The-Sea permits some of the highest decibel levels in Broward County at 85 dBA between 7 and 10 p.m. in the commercial district and 75 dBA between 10 p.m. and 7 a.m. He expressed concern that Lauderdale-By-The-Sea could be perceived as a “party town.”

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

3. DISCUSSION ITEM

3.a Downtown Discussion – Music

Development Services Director Linda Connors explained that the Commission had requested a workshop addressing the issues of music levels, signage, and sidewalk cafés in the Downtown area. The workshop was slightly delayed until Town Manager Bill Vance was able to assume all duties.

In 2009, the Town amended its Noise Ordinance, which did not refer to specific decibel levels at that time. These levels were necessary so the Ordinance could be easily implemented. The Town adopted decibel levels of 90 dBA/95 dBc. In 2014, the Commission voted to decrease allowable noise levels to 85 dBA/dBc from 7 a.m. to 10 p.m. After 10 p.m., these levels are reduced to 75 dBA/dBc.

There are two methods of noise measurement: in the absence of a special event, noise readings are taken by trained Code Officers or Broward Sheriff's Office (BSO) Staff. These readings are taken at the property line. If there is a special event, noise readings are taken 100 ft. away from the source of music.

In response to complaints in February and March 2019, Staff took several noise readings for both indoor and outdoor music. Most events at which these readings were taken violated the Noise Ordinance by reaching a level of 86 dBA or higher. Development Services Director Connors also advised that the number of Downtown events should be considered, as these have increased over the years: in 2010, there were 68 events Downtown, while by 2014 this had increased to 102 events. Thus far in 2019, 88 events have been approved or are pending.

Town Manager Vance has offered the following suggestions to amend the Noise Ordinance:

- Cease issuing special event permits for weekly single establishments, and issue special event permits only as part of a cooperative effort involving more than one establishment and use of Town right-of-way
- Establish a Conditional Use permit for musical entertainment to be located inside the business, to be issued to the property owner and include location of music inside the building, dates and times music will be played, specific information regarding allowable sound levels, and contact information and response requirements
- Totally prohibit amplified music outside soundproofed rooms except as part of a Town-approved special event

Town Manager Vance explained that noise related to musical entertainment in the Downtown area was one of the first concerns brought to his attention when he assumed the duties of Town Manager. He reached out to property and business owners in the Downtown area and felt that some collectively negotiated informal agreements may lead to improved conditions.

At present, Code provides little structure, as there is no further limitation than 75 dBA until 7 a.m. Town Manager Vance proposed that some of the informal agreements with businesses be formalized as Conditional Use permits to document a formal understanding of when music may be played and the noise levels it may reach. He expressed confidence that the businesses will continue to earn the privilege of holding musical events in the Downtown area in the future once agreements are in place.

Mayor Vincent recalled that when Friday night musical events began, they were well-received overall, with few complaints regarding noise. Over the last 10 years, as the Town made capital improvements and reinvented itself, a new environment has been created on Commercial Boulevard which is similar to an entertainment district. He pointed out that due to the Town's size, they do not wish to create an entertainment area because of the proximity of residential and commercial neighborhoods. He emphasized the need to work together to reach a mutually beneficial solution.

Development Services Director Connors noted that in addition to the Noise Ordinance, which is in Chapter 13 of Town Code, there are additional regulations in Chapter 3, Alcoholic Beverages. These regulations require that music must be played within an enclosed area after 12 a.m., and businesses must close at 2 a.m. The requirement for music to be played within closed doors after midnight has not been enforced.

Mayor Vincent observed that alternatives might be to bring speakers indoors or face them inward, which could lower the volume significantly. He noted that some businesses provide music multiple nights of the week, as they are on private property. These businesses must still adhere to the decibel restrictions and the closing of doors after midnight.

The Commissioners discussed the issue further, with Commissioner Oldaker noting that any music coming from an electronic device is considered amplified. This would include speaker systems on sidewalks outside some establishments. Development Services Director Connors clarified that under the proposed changes, sound systems would need to be indoors, with music pointing toward the business, rather than outside and toward the street.

Vincent Foti, business owner, asked if this meant no amplified music could be played in businesses after midnight. Mayor Vincent replied that businesses may close their doors after midnight to lessen the sound outside the establishment. He reiterated that this is required by current Code.

Mr. Foti stated that decibel readings have been very high in the absence of amplified music, depending upon crowd activity and size. He characterized the decibel limit as unattainable. Mayor Vincent pointed out that part of the issue may be multiple businesses providing music at the same time, which was not a problem when the Noise Ordinance was enacted. He also observed that while crowd noise and voices may not carry into residential neighborhoods, music does carry.

Vice Mayor Sokolow cautioned that decibel levels may be dependent upon regular calibration of decibel meters and other mitigating factors. He added that it may be difficult to strike a balance between maintaining a vibrant nightlife within the Downtown area and affecting property values in residential areas if noise remains an issue.

Commissioner Malkoon asked how the Noise Ordinance is currently enforced. Town Manager Vance replied that no decibel meters have been used in the past five to six weeks while he reached out to the owners of various establishments. He has contact information from business owners so he can communicate with them in the event of an issue. He reiterated that he is in favor of a written agreement clearly establishing how the Ordinance will be enforced in the future.

Commissioner Strauss proposed that noise might be mitigated through the use of acoustic tiling that can reduce the projection of sound outside an establishment.

Bill Ciani, resident, stated that as a building owner, he would not be willing to sign any agreements that stated his tenants' music must remain within the permitted decibel level. He expected the Town to deal with this issue through Code Enforcement. He also asserted that residents have seen an increase in their property values due in part to the Town's success in attracting businesses and visitors for a vibrant nightlife.

Town Manager Vance noted that it should be possible to arrive at agreements regarding the days and times when entertainment is provided. He recalled that when he first arrived in Lauderdale-By-The-Sea, he excused business owners from appearances before the Special Magistrate related to Noise Ordinance violations, as he knew this issue would be discussed in depth by the Commission.

Vice Mayor Sokolow recommended that any agreements be mindful of the fact that a landlord is not responsible for a tenant's actions. He also agreed with Town Manager Vance that it is easier to work one-on-one with business owners to address the problem than contribute to any animosity between businesses, the Town, and residents.

Commissioner Oldaker commented that the current Fort Lauderdale Entertainment District was once considered a blighted area; however, this is no longer the case, and as more residential development moves into the area, that city may be receiving some complaints from residents regarding the permitted decibel level.

Mayor Vincent addressed Town Manager Vance's Conditional Use proposal, asking how compliance might be enforced. Town Manager Vance replied that the Commission would have the ultimate flexibility to work with property or business owners: if negotiations did not lead to a positive outcome, the Town Manager could recommend that the business's permit be discontinued. While the recent informal understanding between the Town and business owners has improved the situation, greater structure to these agreements could contribute to a better solution. No Special Magistrate involvement was proposed at this time.

Mr. Foti reiterated his concern that the decibel limit of 85 dBA may be unattainable at some times of the year, and asked how this issue might be addressed going forward. Mayor Vincent replied that Town Manager Vance's proposed solution of better communication is the first step in the process; however, he emphasized that help is

needed from the business owners as well, including the possibility of lower volume, change of speaker direction, and other potential solutions.

Mr. Foti felt that requiring businesses to secure permits and enter into agreements for live music events would result in those businesses seeking to relocate. He declared that asking establishments to close their doors after midnight would significantly diminish business. Mayor Vincent pointed out that this has not yet been asked of any business, nor has it been previously enforced although it is part of Code.

Town Manager Vance continued that the agreement would allow an owner to show performers what s/he has agreed to so they are aware of what has been negotiated. He emphasized that his primary intent was for clarity.

Town Attorney Susan Trevarthen asked if there was sufficient Commission consensus for Staff to begin work on appropriate language and documentation. Town Manager Vance requested that an update be provided at a Commission meeting in approximately one month, after which time a recommendation could be brought forward.

3.b Downtown Discussion – Signage

Development Services Director Connors recalled that Vice Mayor Sokolow had requested recommendations on specific changes to the Town's Sign Code.

The first issue was the prohibition of "sandwich signs," which are portable, foldable, and freestanding A-frame boards that are not secured or attached to the ground. Staff has reviewed current requirements and recommends that these signs continue to be prohibited in the East Commercial Boulevard area due to traffic and sidewalk activity. If Code is changed, however, Staff recommends the following:

- Sandwich signs are to be limited to one per business
- Signs must be adjacent to the building
- Placement of signs ensures a 5 ft. minimum pedestrian path
- Signs are of a design consistent with Lauderdale-By-The-Sea branding

Mayor Vincent recalled that previous discussion of this issue had considered designating an area for sandwich signs or menu boards. He proposed that the Commission discuss this further to ensure there is no room for error.

Vice Mayor Sokolow stated that he did not agree with the proposal for sandwich signs to be consistent with the Town's branding, as the purpose is for businesses to brand themselves rather than the Town. He also requested clarification of why the proposed change would not apply to other businesses in the area. Development Services Director Connors replied that this recommendation could be changed if it was the Commission's desire.

Development Services Director Connors noted that Staff had considered regulations in the Downtown areas of West Palm Beach, Delray Beach, Fort Lauderdale, and other nearby communities. One issue that led to the branding proposal was the wide variety of sandwich board styles. Staff felt strongly that there should be some standard of style, such as a typical size or material.

Vice Mayor Sokolow advised that he felt the only areas where prohibition of sandwich signs remains necessary would be west of Commercial Boulevard and El Mar Drive north of Commercial Boulevard, where pedestrian traffic is heavy at night. He felt a uniform sign size was not unreasonable.

Development Services Director clarified that these signs would be exempt from permitting, as they are relatively inexpensive and the Town did not wish to require additional permits. She added that menu board signs would also be exempt from permitting in the future.

Development Services Director Connors continued that the Vice Mayor had also requested Staff look into the standard for maximum letter size. This was discussed extensively when the Sign Code was reviewed in 2014. It was determined that letter size and legibility are contingent upon a number of factors, including font, color, traffic speed, and the lane in which a car is traveling.

Because the area east of Ocean Drive is more pedestrian in nature, there was no reason not to allow signs with large lettering. Height range is between 12 and 15 in., subject to change if the sign is in all capital letters, which are considered more difficult to read. In 2014, the Commission voted to limit letter size on signage east of A1A to 12 in., while west of A1A and on Ocean Drive allows a maximum letter size of 18 in.

Vice Mayor Sokolow requested clarification of why larger letters are allowed if they follow Midcentury Modern design. Development Services Director Connors explained that a defining element of this architectural and sign style features a large first letter. Mayor Vincent noted that Midcentury Modern is recorded as the Town's preferred architectural style. Vice Mayor Sokolow stated that he did not feel it was reasonable to penalize individuals or businesses who chose not to follow this style.

Mr. Ciani stated that the standard 12 in. letter size permitted east of A1A is too small, and felt 18 in. was a more appropriate size. He also noted that some corner buildings require two different lettering sizes depending upon their location. Mayor Vincent suggested that corner buildings could permit larger letters on both sides due to the proximity of the main road. The Commissioners agreed by consensus to have Staff look further into this issue and bring back a proposed policy change for greater flexibility on corner buildings.

Commissioner Oldaker asked what a business would have to do to request consistently sized signs on two sides of a corner building. Development Services Director Connors

replied that this would either require a Code change or the smaller sign would need to change to Midcentury Modern. Some signs may not be changed because of the restrictions of nonconforming structures.

Town Manager Vance advised that Staff plans to initiate development team meetings where topics such as this can be discussed at length, including goals for individual business and/or property owners. He and Development Services Director Connors can review Code with these owners to identify the potential for greater flexibility.

Development Services Director Connors continued that another issue was the limitation of signs to three colors. This Code provision dates back to 2001 and is intended to ensure some level of relationship between multiple signs on a single building. Greater flexibility is allowed if a business has a registered trademark.

Vice Mayor Sokolow reiterated that he was not in favor of this type of uniformity and would prefer to see greater individuality expressed through signage. He considered the flexibility afforded trademarks to be an inconsistency. Town Attorney Trevarthen advised that this is also in respect for federal trademark law.

Mayor Vincent agreed that the Town's unique character should allow for more than one color on a building. He felt the current system is reasonable for most businesses. It was determined that there was no new direction to be explored with regard to color regulations.

The current industry standard for sign area, with and without a background, is measured by width and height. In the case of signs with a larger first letter, the measurement is based on the height of the largest letter.

Vice Mayor Sokolow noted that most systems used to design signs can instantaneously calculate the area of letters, logos, and other features. He did not believe Midcentury Modern signs should be allowed a greater area. If differently sized sections of a sign, such as lettering and logos, are calculated differently, the resulting total could be significantly smaller.

Anthony Delia, representing 101 Ocean, commented that the restaurant was only allotted one sign despite multiple storefronts, and asked if it would be possible to add another sign on either the Commercial Boulevard or the El Mar Drive side. Town Manager Vance suggested that Mr. Delia meet with the Staff management team to determine if there were ways to increase the business's flexibility.

Development Services Director Connors noted that 32 sq. ft. is an industry standard for signage, which means sign companies are often familiar with providing signs of these dimensions. Most sign square footage requested is less than 32 sq. ft., as the Town's store frontages are relatively small. Code also allows for buildings set back a certain

distance from the street or above a certain height to increase the size of the sign's letters. Very few signs exceed the 32 ft. limitation, no matter how they are measured, unless the signs are grandfathered under Code or use Midcentury Modern design.

Mr. Foti asked if there is a limit to the number of signs allowed on a building. Development Services Director Connors explained that in the B-1 district, a business may have one permanent sign per building street frontage, with an additional permanent awning, directory, or hanging sign allowed, up to a total of 32 sq. ft. If a building houses multiple businesses, they may have as many signs as businesses. Window or decal signs are not considered permanent signage and may cover up to 25% of a window.

3.c Downtown Discussion – Sidewalk Café

Development Services Director Connors advised that Staff is currently reviewing the Town's Sidewalk Café Ordinance, as some of its provisions are outdated. Staff looked at the regulations of other nearby cities and would like direction from the Commission on potential changes to the Ordinance, including whether or not outdoor bars should be addressed and whether wait staff stations may be located outside.

With regard to outdoor bars, Development Services Director Connors explained that some businesses have added these features to their outdoor dining areas. Code does not specifically prohibit outdoor bars. In addition, when the Ordinance was first written in 1993, permanent barriers were required for sidewalk café areas; however, this language was later deleted to promote a more inviting area. Some businesses have since asked if they could erect barriers.

Mayor Vincent proposed considering the barrier issue on a case-by-case basis. Development Services Director Connors advised that the barriers, which could include features such as planters, could block a portion of public sidewalk. There was Commission consensus that barriers not be allowed in the public right-of-way.

Another issue is storage of sidewalk cafés. Staff suggests allowing on-street storage at night, but ensuring that the tables are open and unchained by a set time in the next morning.

Development Services Director Connors concluded that some businesses would like to provide sidewalk cafés, but only for a limited time, without the full year-round charge. At present, businesses must pay for the full year for a sidewalk café. She recommended that if this provision is added to Code, the business owner should specify how long s/he would like to have the sidewalk café at the beginning of the fiscal year in October. They can be charged on a quarterly basis. The Commission agreed by consensus against this provision.

Lauderdale-By-The-Sea
Town Commission Workshop
May 16, 2019

It was pointed out that some businesses with sidewalk cafés are less thorough than others in keeping those areas clean, and that the Town should ensure that each business takes care of this necessity. Town Manager Vance agreed that Staff would follow up on this issue.

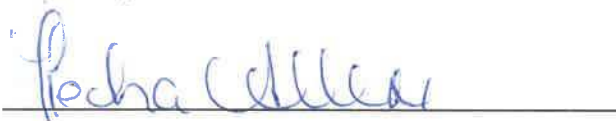
4. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 7:33 p.m.



Mayor Chris Vincent

ATTEST:



Town Clerk Tedra Allen



Date

ORDINANCE 2020-02

1 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, FLORIDA AMENDING CHAPTER 17,**
3 **“STREETS, SIDEWALKS AND OTHER PUBLIC PLACES,”**
4 **ARTICLE VI, “SIDEWALK CAFÉS” TO MODIFY**
5 **APPLICATION, PERMIT, LICENSE, AND OPERATION**
6 **REGULATIONS RELATED TO SIDEWALK CAFES AND**
7 **TO REORGANIZE THE ARTICLE TO STREAMLINE AND**
8 **IMPROVE FUNCTIONALITY; PROVIDING FOR**
9 **CODIFICATION; PROVIDING FOR SEVERABILITY;**
10 **PROVIDING FOR CONFLICTS; PROVIDING FOR AN**
11 **EFFECTIVE DATE**
12

13 **WHEREAS,** the Town Commission recognizes that changes to the adopted Code of
14 Ordinances are periodically necessary in order to ensure that the Town’s regulations are current
15 and consistent with the Town’s planning and regulatory needs; and

16 **WHEREAS,** the Town Commission desires to amend the Town Code to modify the
17 application, permit, right-of-way licensing, and operational provisions related to Sidewalk Cafés;
18 and

19 **WHEREAS,** the Town Commission has determined that this Ordinance is in the best interest
20 of the Town and its residents.

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

23 **Section 1. Recitals.** The foregoing “Whereas” clauses are ratified and incorporated as
24 the legislative intent of this Ordinance.

25 **Section 2. Article VI Repealed.** That Chapter 17, “Streets, Sidewalks, and Other Public
26 Places,” Article VI, “Sidewalk Cafés” of the Town’s Code of Ordinances attached hereto as
27 Exhibit “A,” is hereby repealed.

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Section 3. Amendment. That Chapter 17, “Streets, Sidewalks, and Other Public Places,”

Article VI, “Sidewalk Cafés” of the Town’s Code of Ordinances is hereby created to read as follows¹:

Chapter 17 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

ARTICLE VI. - SIDEWALK CAFÉS

Sec. 17-85. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

Affected party shall mean any property owner whose property directly abuts the property upon which the business is located who has applied for or been issued a permit for a sidewalk café.

Buffer zone shall mean a clear pedestrian path for the visual and physical separation between the street curb and any sidewalk café furniture and/or fixture.

Fixtures shall mean objects, other than furniture, such as greeting podiums, bussing stations, heaters/misters and fans that are utilized as part of the sidewalk café.

Food store shall mean an establishment that sells food and beverages items, which may include alcoholic beverages, for off premises consumption, but shall not include a package store or a convenience store. The definition of food store shall include grocery store and supermarkets.

Furniture shall mean tables, chairs, umbrellas and similar objects, other than fixtures, that are utilized as part of the sidewalk café.

Maintenance area shall mean the Sidewalk café area(s) plus the sidewalks (including the Pedestrian Paths and Buffer Zones) in, around and adjacent to the Sidewalk cafe area(s) that the owner/operator is responsible for maintaining.

Pedestrian path shall mean the Town designated portion of the ROW adjacent to the sidewalk café that is required to be kept free and clear to allow a safe passageway for walking.

Permittee shall mean the owner/operator of the restaurant or food store (who may or may not be the property owner) associated with and issued a sidewalk café permit obtained pursuant to the terms and provisions of this article.

Restaurant shall mean any establishment where facilities are provided for preparing and serving food to the public. At least 51 percent of total gross revenues must come from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales shall not be included in the calculation of total gross revenues. Catering sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for service by the licensee outside the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

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Right-of-way (ROW) shall mean land in which the State, the Florida Department of Transportation, Broward County or the Town of Lauderdale-By-The-Sea owns the property or has an easement devoted to or required for use as a transportation facility or street.

Sidewalk shall mean that area, whether privately owned or a portion of the ROW, which is located between the curbline or the lateral line of a street and the adjacent building and which is intended for use by pedestrians.

Sidewalk café (or sidewalk café area) shall mean an area, or combination of areas, located on a sidewalk or a portion of the ROW which is associated with, and used for seating by a restaurant or food store, including any Maintenance area(s). It shall be characterized by the presence of furniture and fixtures if approved as part of the sidewalk café permit.

Street means that portion of a ROW improved, designed or ordinarily used for vehicular traffic or parking.

Sec. 17-86. – Sidewalk Café Permit and Revocable Right-of-Way (ROW) License and Encroachment Agreement Required.

(a) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public ROW within the Town without first obtaining a permit from the Town. In such cases where the ROW is owned or controlled by another governmental entity other than the Town, the Applicant shall also be required to obtain authorization and approval from that entity. The approved permit shall be recorded by the Town at the Permittee's sole expense and shall include:

(1) A revocable ROW license and encroachment agreement, in a form approved by the Town Attorney, with the Town for any portion of the Town's ROW which is used for a sidewalk café;

(2) The location and square footage of each of the approved sidewalk café area(s);

(3) Specifications and photograph(s) or illustration(s) of the approved furniture and fixtures;

(4) The total number of seats within each of the sidewalk cafe areas;

(5) Identification and location of additional fixtures and signage that are permitted within the sidewalk café area;

(6) Owner Consent and Release, if applicable; and

(7) Additional information and conditions as required by the Town.

(b) The ROW license shall be revocable in accordance with section 17-91 and shall not constitute a vested property interest in any portion of the public ROW.

(c) Any person or entity operating a sidewalk café without a permit and ROW license and encroachment agreement or any property owner allowing the operation of a sidewalk café without a permit and a ROW license and encroachment agreement upon or adjacent to his/her/its property shall be subject to penalties as provided in this article.

Sec. 17-87. Sidewalk Café Permit Application and Right-of-Way (ROW) License Fees.

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(a) Permit Application Fee. A sidewalk café application fee as established and amended from time to time by resolution of the Town Commission, shall be non-refundable, and shall accompany the sidewalk café application.

(b) Town Right-of-Way (ROW) License Fee.

(1) Each Permittee of a sidewalk café that operates in a portion of the Town ROW shall pay to the Town an annual ROW license fee, as established, and amended from time to time, by resolution of the Town Commission.

(2) The Town ROW license fee shall be calculated per square foot of ROW area utilized and included in the sidewalk café permit for the approved sidewalk café area.

(3) The Town ROW license fee shall be charged annually based upon the total amount of ROW square footage utilized by the sidewalk café and the number of calendar months during the year that the sidewalk café is operated. If no individual calendar months are selected, the Town shall charge the annual ROW license fee based upon the entire twelve (12) month period. Pro-rated monthly selections shall only be calculated utilizing full calendar month increments. Changes to the monthly selection must be made in writing, a minimum of thirty (30) days prior to any change, and prior to payment.

(4) Payment of Fees.

a. Town ROW license fees shall be due and paid annually on or before October 1.

b. Notwithstanding the requirements set forth in (4) a. above, the total Town ROW license fee may be divided into quarterly payments upon receipt of written request from the Permittee.

c. All Town fees paid are non-refundable upon payment.

d. Payment received more than ten (10) calendar days after the due date shall be charged a late fee of ten (10) percent of the payment amount due. Failure to make a required payment within thirty (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.

(5) If a sidewalk café is located on State of Florida ROW, Florida Department of Transportation ("FDOT") approval is required along with any applicable FDOT fees that may be required.

(c) Violation. It is a violation of this Code and any applicable sidewalk café permit to operate a sidewalk café during unapproved time periods which have not been included in an active sidewalk café permit or for which the Town ROW license fee has not been paid. In addition to any penalties imposed pursuant to this Chapter, the Permittee shall be required to file either an amended application or a new application for a sidewalk café permit and Town ROW license for the unpermitted time periods during which they were in operation. The retroactive Town ROW license fee for any unpermitted time period (minimum fee shall be calculated on a monthly basis) during which a sidewalk café is operated shall be double the Town ROW license fee.

Sec. 17-88. – Sidewalk Café Permit and Town ROW License Application.

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(a) Application. Application for a sidewalk café permit and ROW license to operate a sidewalk café shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following:

(1) Name, address and telephone number of the applicant.

(2) Name and address of business.

(3) Evidence of insurance containing terms required under section 17-90 of this article.

(4) A minimum of 8½ × 11 inch drawing to legible scale showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of all furniture and fixtures, steps, trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other objects located outside of the adjacent sidewalk café area or sidewalk obstruction either existing or proposed within the pedestrian path.

(5) Manufacturer's brochures and photographs or illustrations fully describing the appearance of all proposed furniture/fixtures including, but not limited to, dimensions and colors, related to the sidewalk café.

(6) Identification of all calendar months for which the Permittee desires to operate the sidewalk café. Town ROW Licenses shall only be available for full calendar month increments.

(7) Signature of the owner of the building.

(8) A nonrefundable application fee as established, and amended from time to time, by resolution of the Town Commission.

(b) Application Review. Applications shall be reviewed for compliance with the standards and requirements set forth in this Article as well as any other applicable Town Code provisions by the Town Manager or designee.

(1) No application shall be accepted until it is deemed complete.

(2) The Town Manager or designee shall review the submitted application within twenty (20) business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.

(3) If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten (10) business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.

(4) If an applicant fails to provide the additional information as requested by the Town Manager or designee within sixty (60) days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one sixty (60) day extension, provided the extension request is granted prior to the expiration of the above referenced sixty (60) day time period.

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(5) For any application in which the sidewalk café is not located directly in front the associated restaurant or food store, the Town will send a courtesy notice to those businesses directly abutting the proposed sidewalk café. Any affected person may provide written comments to the Town Manager or designee within ten (10) days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this Article.

(6) Prior to issuance of a sidewalk café permit or annual renewal of a Town ROW license, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a sidewalk café permit. A sidewalk café permit or ROW license may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.

(7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this Article and compliance with the Town Code. Approval shall be in the form of a Sidewalk Café Permit and ROW License as provided for in Section 17-86 of this Article. A denial of a sidewalk café application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner may appeal the Town Manager or designee's decision on the sidewalk café permit application to the Town Commission.

Sec. 17-89. - Sidewalk Café Permit Standards and Requirements.

(a) Sidewalk Café Permit.

(1) Each sidewalk café permit shall be effective for one (1) year commencing on October 1st through September 30th and subject to annual payment as provided for in Section 17-87 of this Article.

(2) The Sidewalk Café permit shall be personal to the permittee only and shall not be transferable.

(3) The Sidewalk Café permit issued shall be specific to the location and is not transferrable to another location.

(b) Sidewalk café designation. The Town will designate the approved boundaries of the sidewalk café area by placing medallions at the corners of the sidewalk café area, in accordance with the scale layout drawing attached to and made a part of the approved Sidewalk Café permit.

(c) Location.

(1) Sidewalk cafés shall only be located in the following areas:

a. The sidewalk frontage of the licensed business to which the Sidewalk Café permit is issued;

b. The sidewalk frontage of the building where the licensed business is located, if the requirements found in Section 17-89 (c)(2) below have been satisfied; or

c. The sidewalk frontage of an adjacent property, if the requirements found in Section 17-89 (c)(2) below have been satisfied.

(2) Adjacent property or adjacent tenant space. If the proposed sidewalk café area extends in front of adjacent property or adjacent tenant space then the Permittee shall obtain written

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222 permission from the adjacent property owner, adjacent tenant, or both, if applicable, for
223 use of this area to be included in the Sidewalk Café area.

224 (3) Location of Furniture and/or Fixtures. Furniture and/or fixtures shall be prohibited within
225 a three (3) foot radius of the ingress or egress of a building and within a five (5)-foot
226 radius of bus stops, taxi stands, parking meters, fire hydrants, pedestrian crosswalks or
227 handicap ramps.

228 (4) Pedestrian safety areas.

229 a. Buffer Zone

230 (1) Adjacent to parking. Where parking exists between the sidewalk area proposed
231 for use and the portion of the ROW used for vehicular travel, a sidewalk café shall
232 be located in such a manner that a minimum five (5)-foot wide Buffer Zone is
233 maintained adjacent to the parking, at all times.

234 (2) No parking. Where no parking exists, a minimum one (1)-foot wide Buffer Zone
235 between the edge of the sidewalk closest to the ROW used for vehicular travel and
236 the sidewalk café area Buffer Zone shall be maintained at all times. In areas of
237 congestion, the Town Manager or designee may require additional clearance.

238 b. Pedestrian Path.

239 (1) In addition to any Buffer Zone required pursuant to Section 17-89 (4)(a) each
240 sidewalk café area shall provide a pedestrian path, designated by the Town of no less
241 than:

242 i. seven (7) feet for sidewalk café areas located east of Ocean Drive and fronting
243 Commercial Boulevard; or

244 ii. five (5) feet for sidewalk café areas except as provided for in subsection b. (1)
245 (i).

246 (2) The Town Manager or designee shall have the authority to select the final location
247 of the pedestrian path located within the sidewalk café area. In areas of congested
248 pedestrian activity, the Town Manager or designee, is authorized to require a wider
249 Pedestrian Path than the standard set forth in Section 17-89 (c)(4) (b)(1) as may be
250 necessary for the health, safety and welfare of the general public.

251 c. All Pedestrian Paths, Buffer Zones, building ingress and egress, and fire access lanes
252 designated by the Town Fire Marshall shall be kept clear and unobstructed at all times.
253 Patrons shall not be permitted to loiter or dance in a designated Buffer Zone or Pedestrian
254 Path. Service staff may traverse designated Pedestrian Paths but shall not impede the
255 pedestrian traffic while taking orders or delivering food and drink orders.

256 (d) Maintenance of the right-of-way.

257 (1) The Town Manager or designee shall designate a Maintenance Area, including portions of
258 the ROW covered by the sidewalk café permit.

259 (2) The permittee shall be responsible for removal of stains in the designated Maintenance
260 area, including but not limited to those caused by dirt, grease and food or beverages.

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(3) The Maintenance Area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.

(4) The Permittee will be charged for the costs of materials and labor that may be necessary to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café. The cost of labor and materials calculated under this Section shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.

(e) Physical barriers.

(1) No objects shall be permitted around the perimeter of a sidewalk café area which would have the effect of forming a physical or visual barrier.

(f) Exterior bars. Exterior Bars located within the sidewalk café area shall be prohibited.

(g) Music.

(1) Live and/or amplified music shall be prohibited within the confines of a sidewalk café area.

(2) Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

(h) Fire Hazards.

(1) Other than candles, which are used in the course of ordinary tableside service, no food preparation involving fire or fire apparatus of any kind shall be allowed on the public sidewalk.

(i) Seating. The maximum seating capacity shall be limited to one seat per ten(10) square feet of sidewalk café area for chairs and one barstool seat per twenty-four (24) inches of the linear outside bar area.

(j) Sidewalk café furniture and fixtures.

(1) General Review Standards. The placement and configuration of furniture and fixtures, as well as replacement furniture and fixtures shall be reviewed for consistency with the following:

a. compatibility with the Town's aesthetic standards;

b. compatibility of the scale of the furniture and fixtures with the sidewalk café area and adjacent buildings and structures.

c. fire safety and accessibility;

d. compatibility with the Buffer Zones and Pedestrian Paths; and

e. compliance with the requirements of this Article and any other applicable provisions of the Town Code.

(2) Shade structures.

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a. Umbrellas. Shall be no larger than 8.5 feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight (8) feet in height.

b. Tents, canopies and pergolas or other similar structures are prohibited.

(3) Greeting podiums and service stations.

a. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated sidewalk café area, located as close to the building as feasibly possible and shall not impede the pedestrian path.

b. If a sidewalk café is adjacent to an outdoor dining area, any greeting podium and/or service station, shall be located in the confines of the designated outdoor dining area and not within the designated sidewalk café area.

(4) Quality and appearance. Furniture and fixtures located within the sidewalk café area shall be:

a. of sufficient quality, design, materials, size, color, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual and aesthetic quality of the urban environment;

b. mildew and rust resistant; and

d. maintained with a clean and attractive appearance and in good repair at all times.

(5) Design. The design, materials and colors of the sidewalk café furniture and fixtures shall be approved by the Town Manager or designee prior to the issuance of the sidewalk café permit.

(6) Materials. All fabrics and materials utilized in the sidewalk café shall be fire-retardant, pressure-treated or manufactured with fire resistive materials.

(7) Affixed. The Town Manager or designee may approve certain tables to be permanently affixed to the sidewalk. If approved, the permittee is responsible for replacing the pavers and repairing the sidewalk for any damages caused by the relocation and removal of the table(s).

(8) Storage. Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is stacked no earlier than 10:30 p.m. and the furniture layout for the sidewalk café area is restored no later than 10:30 a.m.

(9) Furniture and fixture removal. Permittee is responsible for removing all unaffixed furniture and fixtures from the sidewalk at the close of business the day before a Town scheduled sidewalk cleaning date. Failure to remove all unaffixed furniture and fixtures from the sidewalk may result in removal by the Town or its designee at the Permittee's expense.

(10) Identification of the restaurant or food store. In order to communicate the identity of the restaurant or food store associated with the sidewalk café, the name and logo of the restaurant or food store may be located once on a table or tablecloth, once on each panel of an umbrella, and once on chair covers at a letter height not exceeding four (4) inches. All other endorsements or advertising which are not intended to communicate the identity of the restaurant or food store are prohibited.

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338 (11) Fire and hurricane hazards.

339 a. The configuration of all sidewalk café areas, including the location of all furniture and
340 fixtures, shall be approved by the Town Fire Marshall.

341 b. Upon the issuance of a “Hurricane Warning” or “Hurricane Watch” by the Broward
342 County Office of Emergency Management, the Permittee shall be required to remove all
343 furniture and fixtures from the sidewalk café area. Failure to remove any furniture and/or
344 fixtures related to the sidewalk café within twenty-four (24) hours from the issuance of a
345 “Hurricane Warning” or “Hurricane Watch”, may result in the Town Manager or
346 designee directing Town staff to remove said furniture and/or fixtures. The Permittee
347 shall be responsible for any and all expenses incurred by the Town for the removal,
348 storage, and return of said furniture, fixtures or objects. The Town shall not be
349 responsible for any damages to sidewalk café furniture and/or fixtures resulting from the
350 removal, storage and return.

351 12. Use limitations.

352 a. A television may either be located inside the building or, if outside the building,
353 attached to the building, provided no television sound is audible outside the perimeter
354 of the sidewalk café area.

355 b. No furniture, fixtures, decorations, lights or other objects shall be placed in a sidewalk
356 café area, other than those items specifically approved as part of the sidewalk café
357 permit.

358 c. No furniture, fixtures, decorations, lights or other objects shall be placed outside of a
359 sidewalk café area including, but not limited to areas on the sidewalk, landscaping,
360 light poles or Town furniture.

361 Sec. 17-90. - Liability and insurance.

362 (a) The Permittee agrees to indemnify, defend, save and hold harmless the Town, its officers and
363 employees from any and all claims, liability, lawsuits, damages and causes of action which
364 may arise out of this permit, or the Permittee's activity on the premises by executing a license
365 and encroachment agreement.

366 (b) The Permittee shall meet and maintain the minimum insurance requirements set forth in
367 Section 17-9(3) of the Town Code for issuance of a sidewalk café permit.

368 Sec. 17-91. Revocation, suspension or denial of permit.

369 (a) Revocation and/or Denial. The approval of a Sidewalk Café permit is conditional at all times.
370 The holder of a permit has no vested right or property interest in the continuation of the permit
371 or the activity it allows. A Sidewalk Café permit may be denied and/or revoked if it is found
372 that any of the following has occurred:

373 (1) Any applicable business or health permit for the restaurant or food store associated with
374 the Sidewalk Café Permit has been suspended, revoked or cancelled.

375 (2) The permittee exceeds the approved square footage of the approved Sidewalk Café Permit
376 area.

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(3) Changing conditions of pedestrian or vehicular traffic which cause congestion necessitating removal of the sidewalk café. Such decision may be based upon findings of the Town Manager or designee that the pedestrian path and/or buffer zone is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.

(4) Revocation of Permission from Property owner or Adjacent Owner, if applicable.

i. If the owner of the building in which the restaurant or food store operating the sidewalk café revokes permission for the sidewalk café, then the entire sidewalk café permit shall be revoked.

ii. If the owner of an adjacent property in front of which the sidewalk café extends revokes permission, then only that portion of the sidewalk café permit authorizing the area in front of the adjacent property shall be revoked.

iii. Revocation of a sidewalk café permit shall only be effective sixty (60) days after the owner of the building provides written notice to the Town of such revocation.

(5) The Permittee has failed to correct violations of this Article or conditions of the sidewalk café permit within twenty-four (24) hours of receipt of written notice from the Town Manager or designee. Once notice has been given for a violation, a violation of the same condition is considered a repeat violation and the Town Manager or designee shall have the right to revoke the sidewalk café permit as set forth in 17-91 (d).

(6) The Permittee fails to maintain the minimum insurance requirements set forth in Section 17-9(3) of the Town Code or conditions of the Sidewalk Café Permit.

(7) The Permittee fails to maintain compliance with any other applicable provision of the Town Code.

(8) The Permittee fails to pay annual fees associated with the Sidewalk Café Permit or any other outstanding fees which may be owed to the Town.

(b) Suspension.

(1) The permit may be temporarily suspended and furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary for the following reasons:

a. to clear sidewalk areas for a “community or special event” authorized by a permit issued by the Town;

b. when street, sidewalk, or utility repairs necessitate such action;

c. In emergency situations (police fire life safety). In such an event, the Town and its officers and employees shall not be responsible for sidewalk café furniture and fixtures relocated during emergencies.

(c) Removal of furniture and fixtures.

(1) In the event the Permittee fails to remove any furniture and fixtures or other objects related to the sidewalk café within twenty-four (24) hours of receipt of the Town Manager's or designee's final notice of violation, revocation or suspension, the Town Manager or designee may direct Town staff to remove said objects. The Permittee shall be responsible

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for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects. The furniture and fixtures shall only be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges, as set forth and approved by the Town Commission.

(2) Any furniture, fixtures or objects removed by the Town shall be stored for a period not to exceed thirty (30) days. In the event the furniture or fixtures are not claimed within the thirty (30) day storage period, the furniture, fixture or object shall be deemed unclaimed property in possession of the town and may be disposed of pursuant to law.

(3) Notwithstanding subsection (c) (1) above, the Town Manager or designee shall have the right to remove or relocate without notice, any furniture and fixtures that presents a safety hazard to traffic or pedestrian flow or that are not specifically identified in sidewalk café permit. In such an event, the Town and its officers and employees shall not be responsible for any damages to sidewalk café furniture and fixtures that may have resulted during removal and/or relocation. The Permittee may be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects.

(d) Procedures for Permit Suspension or Revocation.

(1) If the Town Manager or designee believes that a Permittee has engaged or is engaged in conduct warranting the revocation of the permit, he or she shall serve the Permittee by certified mail or hand delivery, at the address provided in the application for the permit, a written notice of violation which affords reasonable notice of facts or conduct which warrant the intended action, and a reasonable time for the Permittee to cure the violation.

(2) The written notice of violation shall state the required remedial action to eliminate the violation. The Permittee shall be afforded a reasonable opportunity to request a hearing before the Town Commission on the notice of violation, unless the Town Manager or designee finds that an emergency condition exists involving serious danger to public health, safety and welfare, or the permittee is a repeated violator of the requirements of this article, in which case advance notice and hearing shall not be required.

(3) In the case of an emergency suspension or revocation, the Permittee shall immediately be advised of the Town Manager's or designee's action.

(4) In the event the Permittee does not cure the violation within the reasonable time designated by the Town Manager or designee, the sidewalk café furniture and fixtures may be removed and penalties may be imposed pursuant to Section 17-92.

Sec. 17-92. Enforcement.

(a) This Article shall be enforced as follows:

(1) The Town Manager or designee shall have jurisdiction to hear and decided cases involving Sidewalk Café permits.

(2) The Code Enforcement Special Magistrate shall have jurisdiction to hear and decide cases involving sidewalk cafes where a permit has not been issued or has previously been revoked and/or suspended.

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(3) The Town may enforce the provision of this Article by supplemental code or ordinance enforcement procedures as provided by F.S. ch. 162, pt. 2; or

(4) The Town may prosecute violations by issuance of notices to appear for violation of a Town ordinance.

(b) The penalty for a violation of this Article pursuant to Section 17-92 (a) (2) shall be as provided by F.S. ch. 162.

(c) The Town Attorney, with authorization from the Town Commission, may bring suit on behalf of the Town to enjoin any violation of this Article.

Sec. 17-93. - Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.

(a) The Town of Lauderdale-By-The-Sea may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.

(b) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the Town may foreclose or otherwise execute on the lien.

Section 4. Codification. This Ordinance shall be codified in accordance with the foregoing.

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

Section 5. 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 6. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2020.

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487 Passed and adopted on the second reading, this ____ day of _____, 2020.

488

489

MAYOR CHRIS VINCENT

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492

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First Reading

Second Reading

494 Mayor Vincent

495 Vice-Mayor Sokolow

496 Commissioner Malkoon

497 Commissioner Oldaker

498 Commissioner Strauss

499

500 ATTEST:

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503 _____
Tedra Allen, Town Clerk

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505 (CORPORATE SEAL)

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507 APPROVED AS TO FORM:

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510 _____
Susan L. Trevarthen, Town Attorney

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ORDINANCE 2020-02

Exhibit "A"

ARTICLE VI. ~~SIDEWALK CAFÉS~~

~~Sec. 17-85. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.~~

~~*Affected party* shall mean any property owner whose property directly abuts the property upon which the business is located which has applied for or been issued a permit for a sidewalk café.~~

~~*Furniture/fixtures* shall mean tables, chairs, umbrellas and any other objects utilized as part of the sidewalk café.~~

~~*Pedestrian path* shall mean the portion of the right-of-way adjacent to the sidewalk café that is required to be kept free and clear to allow a safe passageway for walking.~~

~~*Permittee* shall mean the owner/operator of the restaurant (who may or may not be the property owner) associated with and holding a sidewalk café permit obtained pursuant to the terms and provisions of this article.~~

~~*Right of way* shall mean land in which the State, the Florida Department of Transportation, Broward County or the Town of Lauderdale By The Sea owns the fee or has an easement devoted to or required for use as a transportation facility or street.~~

~~*Sidewalk* shall mean that area, whether privately owned or a portion of the right-of-way, which is located between the curbline or the lateral line of a street and the adjacent building and which is intended for use by pedestrians.~~

~~*Sidewalk café* shall mean a use located on a sidewalk or portion of the right-of-way which is associated with a restaurant, or food establishment. It shall be characterized by the presence of tables and chairs and may be shaded by awnings, canopies or umbrellas if permits for same have been issued.~~

~~*Street* means that portion of a right-of-way improved, designed or ordinarily used for vehicular traffic or parking.~~

~~Sec. 17-86. Permit and revocable license required.~~

~~(a) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public right-of-way within the Town without first obtaining a permit from the Town. The approved permit shall include:~~

~~(1) A revocable license agreement in a form approved by the Town Attorney, with the Town for any portion of the Town's right-of-way which is used for a sidewalk café;~~

~~(2) The location, square footage and table placement of sidewalk cafes; and~~

~~(3) Additional information and conditions as required by the Town.~~

~~(b) The license is revocable in accordance with section 17-92 and shall not constitute a vested property interest in any portion of the public right-of-way.~~

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~~(c) Any person or entity operating a sidewalk café without a permit or any property owner allowing the operation of a sidewalk café without a permit upon his/her/its property shall be subject to penalties as provided in this article.~~

~~(d) Each operator of a sidewalk café that operates in a portion of the right of way shall pay to the Town a monthly right of way license fee established by the Town Commission by resolution for each square foot of right of way licensed for use. In addition, the Town may require maintenance fees.~~

~~Sec. 17-87. Permit fee.~~

~~(a) All sidewalk café operators shall pay a permit fee based on the number of seats depicted on the Town approved site drawing required by these regulations. Such fees shall be set and may be amended from time to time by resolution of the Town Commission.~~

~~(b) The permit fee shall be paid on or before October 1 and shall cover the time period from October 1 through September 30 of the following calendar year. No permit shall be issued for any fractional portion of the year; provided, however, that any person or entity operating a sidewalk café for a period beginning after May 1, may obtain a permit for the remaining portion of the fiscal year upon payment of one half of the permit fee required by this article. No refund of fees shall be allowed.~~

~~(c) The permit 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.~~

~~Sec. 17-88. Permit and license application.~~

~~(a) Application for a permit and license to operate a sidewalk café shall be commenced by the filing of a complete application on a form provided by the Town and filed with the Development Services Department. Such application shall include:~~

~~(1) Name, address and telephone number of the applicant.~~

~~(2) Name and address of business.~~

~~(3) A copy of a valid Town of Lauderdale By The Sea business tax receipt to operate a business adjacent to the sidewalk area which is the subject of the application.~~

~~(4) Evidence of insurance containing terms required under section 17-90 of this article.~~

~~(5) An 8½ × 11 [inch] drawing to legible scale showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of tables, chairs, steps, trees, parking meter, bus shelters, sidewalk benches, trash receptacles, and any other furniture/fixtures or sidewalk obstruction either existing or proposed within the pedestrian area.~~

~~(6) Photographs, drawings or manufacturer's brochures fully describing the appearance of all proposed furniture/fixtures related to the sidewalk café.~~

~~(7) Signature of the owner of the building.~~

~~(8) A nonrefundable application fee established by the Town Commission by resolution.~~

~~(b) Applications shall be reviewed for compliance with Town ordinances and must be approved by the Town Manager or designee.~~

ORDINANCE 2020-02

~~(c) The Town Manager or designee may deny an application that does not comply with this section. Such denials shall be written and shall provide the reasons for the denial. The applicant or an affected property owner may appeal the Town Manager or designee's decision to the Town Commission.~~

~~Sec. 17-89. Requirements of a sidewalk café permit.~~

~~(a) Location.~~

~~(1) Sidewalk cafés shall be located only in the following places:~~

~~a. The sidewalk frontage of the licensed business to which the permit is issued; or~~

~~b. The sidewalk frontage of the building where the validly licensed business is located.~~

~~Such sidewalk cafés may also occupy a portion of the non-vehicular right-of-way.~~

~~(2) Adjacent property or adjacent tenant space. In the event the area of the proposed sidewalk café extends in front of an adjacent tenant space or adjacent property, the following provisions apply:~~

~~a. The permittee must obtain written permission from the relevant adjacent property owner for use of this area. Failure to obtain such written permission will not justify a refund of the annual permit fee or any other fees paid to the Town of Lauderdale-By-The-Sea for operation of a sidewalk café.~~

~~b. The Town will send a courtesy notice to those businesses directly abutting the proposed sidewalk café. Any affected person may provide written comments to the Town Manager or designee within ten days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such notice shall not affect actions taken under this article.~~

~~(3) Permits shall not be issued to place tables and chairs within a ten-foot proximity of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, or handicap ramp.~~

~~However, the Town Manager or designee may permit an exception to the distance requirement from ten feet to five feet where established pedestrian and tram paths shall not be obstructed and where public safety shall not be adversely affected.~~

~~(4) Proximity to vehicular right-of-way.~~

~~a. Where parking exists between the sidewalk area proposed for use and the portion of the right-of-way used for vehicular travel, a sidewalk café shall be located in such a manner that a minimum five-foot wide clear pedestrian path on the sidewalk is maintained at all times.~~

~~b. Where no parking exists, a minimum one-foot wide clear area between the edge of the sidewalk closest to the right-of-way used for vehicular travel and the sidewalk café shall be maintained at all times. In areas of congestion, the Town Manager or designee is authorized to require additional clearance.~~

~~(b) Physical barriers. No objects shall be permitted around the perimeter of a sidewalk area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of the sidewalk by the general public.~~

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~~(c) — *Pedestrian path.* In areas of congested pedestrian activity, the Town Manager or designee, is authorized to require a wider pedestrian path than that provided herein as circumstances dictate.~~

~~(d) — *Sidewalk café designation.* The Town will designate the approved boundaries of the sidewalk café.~~

~~(e) — *Sidewalk café furniture/fixtures.*~~

~~(1) — Furniture/fixtures utilized as part of the sidewalk café shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.~~

~~(2) — Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the sidewalk café permit.~~

~~(3) — All fabrics shall be fire retardant, pressure-treated or manufactured of fire resistive material.~~

~~(f) — *Monies owed to Town.* Prior to issuance of a sidewalk café permit or annual renewal, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a sidewalk café permit. A sidewalk café permit will not be issued until all outstanding debts to the Town are paid in full.~~

~~(g) — *Open air design.* Any business or food establishment that qualifies under the conditions of this article may redesign the face of their establishment to allow for doors or panels that permit the establishment to have totally open sides allowing for an indoor/outdoor "café" design. These changes in the building can only be made after a proper building permit is issued, said changes otherwise comply with the "Code of Ordinances of the Town of Lauderdale By The Sea," the Florida Building Code, and all appropriate fees paid.~~

~~(h) — *Maintenance of the right of way.* Permittee will be charged for the costs of materials and labor to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café utilizing the same quality of materials and workmanship as approved by the Town.~~

~~Sec. 17-90. — Liability and insurance.~~

~~(a) — The permittee agrees to indemnify, defend, save and hold harmless the Town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of this permit, or the permittee's activity on the premises by executing a written hold harmless agreement.~~

~~(b) — The permittee agrees to meet and maintain for the entire permit period, at his/her own expense, insurance meeting the requirements of section 17-9(3).~~

~~Sec. 17-91. — Sidewalk café permits.~~

~~(a) — Each permit shall be effective for one year from October 1 until September 30, subject to annual renewal with the approval of the Town Manager or designee.~~

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- 674 (b) ~~The permit issued shall be personal to the permittee only and shall be transferable only with~~
675 ~~the approval of the Town Manager or designee.~~
- 676 (c) ~~The permit may be temporarily suspended by the Town Manager or designee when necessary~~
677 ~~to clear sidewalk areas for a "community or special event" authorized by a permit issued by~~
678 ~~the Police Department.~~
- 679 (d) ~~The Town Manager or designee may require the temporary removal of sidewalk cafés when~~
680 ~~street, sidewalk, or utility repairs necessitate such action.~~
- 681 (e) ~~The Town Manager or designee, and/or an authorized Police Officer of the Town may cause~~
682 ~~the immediate removal or relocation of all or parts of the sidewalk café in emergency~~
683 ~~situations.~~
- 684 (f) ~~The Town and its officers and employees shall not be responsible for sidewalk café~~
685 ~~components relocated during emergencies.~~
- 686 (g) ~~The permit shall be specifically limited to the area shown on the scale layout drawing~~
687 ~~attached to and made a part of the permit. The Town Manager or designee shall have the right~~
688 ~~to remove without notice, any tables, chairs or other objects not in the permit area.~~
- 689 (h) ~~The permittee shall act to assure that its use of the sidewalk in no way interferes with~~
690 ~~pedestrians or limits their free unobstructed passage. The Town Manager or designee may~~
691 ~~require relocation of furniture/fixtures at any time for safety or pedestrian flow consideration.~~
- 692 (i) ~~The sidewalk café shall be opened for use by the general public, although such seating may~~
693 ~~be restricted by the permittee to the patrons of the permittee.~~
- 694 (j) ~~Furniture/fixtures provided with a sidewalk café shall be maintained with a clean and~~
695 ~~attractive appearance and shall be in good repair at all times.~~
- 696 (k) ~~The sidewalk area covered by the permit, and sidewalk and roadway immediately adjacent~~
697 ~~to it, shall be maintained in a neat and orderly appearance at all times, and the area shall be~~
698 ~~cleared of all debris as needed during the day, again at the close of each business day and as~~
699 ~~may be directed by the Town Manager or designee.~~
- 700 (l) ~~Sidewalk cafe and outdoor dining furniture/fixtures.~~
- 701 (1) ~~Tables may include the establishment name and registered trademark logo.~~
- 702 (2) ~~Umbrellas may include the establishment name, limited to once on each of the~~
703 ~~umbrella's panels.~~
- 704 (3) ~~Lettering may not exceed four inches in height.~~

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~~(4) Signs are otherwise prohibited on any other furniture/fixtures.~~

~~(m) No furniture/fixtures shall be attached, chained, or in any manner affixed to any tree, post, sign or other fixture, curb or sidewalk within or near the permitted area.~~

~~(n) No outdoor seating authorized herein shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of a liquor license for any establishment; nor shall it be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any Town ordinance or State law.~~

~~(o) The area between the exterior walls of a business or other eating establishment and the edge of sidewalk devoted to a sidewalk café shall be designated as public space. The placement of tables and chairs in this public space shall not constitute a building improvement which otherwise triggers structural improvements to the operating business under the provisions of the Florida Building Code or any State statute.~~

~~(p) In the event an operator of a business or other eating establishment creates a sidewalk café pursuant to the terms of this section and such creation entails actual structural improvements to any portion of the structure other than the public space, or in the event the creation of the sidewalk café permanently obstructs ingress or egress to the business or eating establishment, then all applicable provisions of the South Florida Building Code or State statutes necessitating improvements to the property shall apply.~~

~~(q) No food preparation fire, or fire apparatus, shall be allowed on the public sidewalk, other than that employed in the course of ordinary tableside service, including, but not limited to, menu items which require table preparation, whether or not such area is covered by this permit.~~

~~(r) Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward County Office of Emergency Management, the permittee shall forthwith remove and place indoors all furniture/fixtures and other equipment located on the sidewalk.~~

~~Sec. 17-92. Revocation or suspension of permit; removal and storage fees; emergencies.~~

~~(a) The approval of a sidewalk café permit is conditional at all times. The holder of a permit has no vested right or property interest in the continuation of the permit or the activity it allows. A sidewalk café permit can be denied, revoked or suspended if it is found that:~~

~~(1) Any necessary business or health permit has been suspended, revoked or cancelled.~~

~~(2) The permittee exceeds the approved square footage of the approved area.~~

~~(3) Changing conditions of pedestrian or vehicular traffic which cause congestion necessitating removal of the sidewalk café. Such decision may be based upon findings of the Town Manager that the minimum five-foot pedestrian path is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.~~

~~(4) The permission of the owner of the building in front of which the sidewalk café, or a portion of a sidewalk café, is located has been revoked. Revocation of a sidewalk café permit, pursuant to this subsection (4) shall be effective 60 days after the owner of the building provides written notice to the Town of such revocation. If the owner of the~~

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building in which the restaurant operating the sidewalk café is located revokes permission for the sidewalk café, the entire sidewalk café permit shall be revoked. If the owner of an adjacent property in front of which the sidewalk café extends revokes its permission, then only that portion of the sidewalk café permit authorizing the area in front of the adjacent property shall be revoked.

(5) The permittee has failed to correct violations of this article or conditions of the permit within 24 hours of receipt of the Town Manager's notice of same delivered in writing to the permittee.

(6) The permittee fails to maintain compliance with the requirements of section 17-90 of this article.

(b) In the event the permittee fails to remove any furniture/fixtures or other objects related to the sidewalk café within 24 hours of receipt of the Town Manager's final notice of violation, revocation or suspension, the Town Manager may direct Town staff to remove said objects. The permittee shall be responsible for the expenses incurred by the Town for the removal and storage of said objects.

(c) Action warranting suspension or revocation.

(1) If the Town Manager believes that a permittee has engaged or is engaged in conduct warranting the suspension or revocation of the permit, he shall serve the licensee by certified mail or hand delivery, at his business address as disclosed in his application for the permit, a written notice of ordinance violation which affords reasonable notice of facts or conduct which warrant the intended action, and a reasonable time for the permittee to cure the violation.

(2) The complaint shall state what is required to be done to eliminate the violation, if any. The permittee shall be given adequate opportunity to request a hearing before the Town Commission, unless the Town Manager finds that an emergency condition exists involving serious danger to public health, safety and welfare, in which case advance notice and hearing shall not be required.

(3) In the case of an emergency suspension or revocation, the licensee shall immediately be advised of the Town Manager's action.

(4) In the event the permittee does not cure the violation within the reasonable time designated by the Town Manager, penalties shall be imposed pursuant to section 17-93.

Sec. 17-93. Enforcement.

(a) This article shall be enforced as follows:

(1) The Town Code Enforcement Special Master shall have jurisdiction to hear and decide cases in which violations of this chapter are alleged; or

(2) The Town may enforce the provision of this Code by supplemental code or ordinance enforcement procedures as provided by F.S. ch. 162, pt. 2; or

(3) The Town may prosecute violations by issuance of notices to appear for violation of a Town ordinance.

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- 784 ~~(b) — The penalty for a violation of this article shall be as provided by F.S. ch. 162.~~
- 785 ~~(c) — The Town Attorney, with authorization from the Town Commission, may bring suit on~~
- 786 ~~behalf of the Town to enjoin any violation of this chapter.~~
- 787 ~~Sec. 17-94. — Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.~~
- 788 ~~(a) — The Town of Lauderdale-By-The-Sea may institute proceedings in a court of competent~~
- 789 ~~jurisdiction to compel payment of civil fines.~~
- 790 ~~(b) — A certified copy of an order imposing a civil fine may be recorded in the public records and~~
- 791 ~~thereafter shall constitute a lien upon any other real or personal property owned by the violator~~
- 792 ~~and it may be enforced in the same manner as a court judgment by the sheriffs of this state,~~
- 793 ~~including levy against the personal property, but shall not be deemed to be a court judgment~~
- 794 ~~except for enforcement purposes. After two months from the filing of any such lien which~~
- 795 ~~remains unpaid, the Town may foreclose or otherwise execute on the lien.~~
- 796
- 797



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2020-01 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

On May 16, 2019, the Town Commission held a workshop to discuss downtown issues such as noise, signs and sidewalk café regulations. After discussion, the Town Commission requested Staff to bring forward ordinances to amend the current sidewalk café and sign code regulations. No changes were proposed to the noise regulations. Minutes from this meeting are attached as **Exhibit 1**.

Outdoor dining is similar to sidewalk café dining in that the furniture and fixtures are outside the restaurant and have an impact on the aesthetics of the Town. However, since outdoor dining is located on private property, there is no monthly fee for using the outdoor area for seating. Outdoor dining regulations are located in Chapter 30 of the Town's Code whereas Sidewalk Café regulations are located in Chapter 17.

Earlier on the agenda, the Town Commission reviewed proposed amendments to the Town's sidewalk café regulations. Staff has drafted Ordinance 2020-01 Outdoor Dining (**Exhibit 2**) to mirror the proposed amendments that are included in Ordinance 2020-02 Sidewalk café.

Proposed Ordinance 2020-01 amends the outdoor dining regulations in the following manner:

1. Clarifies and updates the Town Code by amending existing language;
2. Establishes a timeframe for permit review (Line 116);
3. Prohibits amplified music within the confines of the outdoor seating area (Line 189).; and
4. Adds standards for the size of shade structures (Line 212), density of outdoor seating (Line 217) and location of greeting podiums (Line 220).

The Planning and Zoning Board reviewed the proposed ordinance at their January 7th meeting. At the meeting, the Board recommended approval.

Recommendation:

Staff recommends that the Commission review the proposed ordinance and set second reading for February 11, 2020

Attachments:

1. PZ Agenda Memorandum
2. Ordinance 2020-02

1
2
3 **1. AN ORDINANCE OF THE TOWN OF**
4 **LAUDERDALE-BY-THE-SEA, FLORIDA**
5 **AMENDING CHAPTER 30 “UNIFIED LAND**
6 **DEVELOPMENT REGULATIONS,” ARTICLE V**
7 **“ZONING,” DIVISION 2 “DISTRICTS,”**
8 **SUBDIVISION L “B-1-A DISTRICT**
9 **REGULATIONS,” AND SUBDIVISION M “B-1**
10 **DISTRICT REGULATIONS” TO MODIFY**
11 **REGULATIONS AND STANDARDS RELATED TO**
12 **OUTSIDE SEATING FOR RESTAURANTS ON**
13 **PRIVATE PROPERTY, OTHER THAN A**
14 **SIDEWALK; PROVIDING FOR CODIFICATION;**
15 **PROVIDING FOR SEVERABILITY; PROVIDING**
16 **FOR CONFLICTS; AND PROVIDING FOR AN**
17 **EFFECTIVE DATE**
18
19

20 **WHEREAS,** the Town Commission recognizes that changes to the adopted Code of
21 Ordinances are periodically necessary in order to ensure that the Town’s regulations are current
22 and consistent with the Town’s planning and regulatory needs; and

23 **WHEREAS,** the Town Commission desires to amend the Town Code to modify
24 regulations and standards related to outside seating for restaurants on private property, other than
25 a sidewalk; and

26 **WHEREAS,** the Planning and Zoning Board, sitting as the Local Planning Agency, has
27 reviewed the contents of this Ordinance at a duly noticed public hearing on January 7, 2019, and
28 recommended the amendments be approved; and

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

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

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

Section 1: The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2: Chapter 30, “Unified Land Development Regulations,” Article V “Zoning,” Division 2 “Districts,” Subdivision L “B-1-A District Regulations” of the Town’s Code of Ordinances is hereby amended as follows¹:

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

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

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

* * * * *

hhh. Restaurant, which may also include the following accessory uses:

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

* * * * *

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

(h) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:

(1) *Permit required.* It shall be unlawful for any person to provide outside seating for a restaurant on private property within the Town without first obtaining a permit from the Town. The location of an outside seating area for a restaurant shall be approved by the Town Manager or designee.

(2) *Permit fee.* The fee for a permit for outside seating for a restaurant shall be as established by resolution of the Town Commission, shall be non-refundable, and shall accompany the outdoor seating application. ~~A permit fee shall be established by resolution of the Town Commission.~~

(3) *Permit application.* Application for a permit to provide outside seating for a restaurant shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following: ~~made at the office of the Town Clerk. Such application shall include:~~

- a. Name, address and telephone number of the applicant.
- b. Name and address of business.
- c. A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to operate a restaurant adjacent to the outside seating area which is the subject of the application.
- d. An 8½ × 11 inch drawing or larger at a minimum scale of one inch equals 20 feet showing the following:
 1. The store front and all openings (doors, windows);
 2. The location and dimensions of the private property area being utilized for the outside seating area, including: structures located thereon; proposed location, dimension and number of tables, chairs, and umbrellas proposed within the outside seating area;
 3. Clear delineation of the boundary between private property and the public right-of-way;
 4. The location of tables and chairs complying with the Americans with Disabilities Act (ADA) standards.
- e. When the outside seating is visible from a public right-of-way, the application shall also include:
 1. Photographs and/or manufacturer brochures fully describing the appearance of all proposed chairs, tables, umbrellas and other private features, including but not limited to lighting to be used in the proposed outside seating area.
 2. A trash management and maintenance plan for the outside seating area, which shall include a plan for pickup and disposal of any trash or food on or around the tables and chairs or sidewalk, and periodic pressure cleaning of the area used for outside seating. This plan shall ensure that the outside seating area is

maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day and at the close of each business day to ensure a healthy and safe environment.

f. Written consent from the building owner for the proposed outside seating area.

g. In the event the outside seating area is proposed in front of an adjacent owner's property, the applicant must provide written consent from the adjacent property owner for use of this area.

h. Non-refundable application fee.

~~i. Applications shall be reviewed for compliance with the Town Code and may be approved by the Town Manager or designee.~~

~~j. The Town Manager or designee may deny an application that does not comply with this section. Such denials shall be written and shall provide the reasons for the denial. The applicant or any property owner whose property directly abuts the property which is the subject matter of the application may appeal the Town Manager or designee's decision to the Town Commission.~~

(4) Permit Application Review. The Town Manager or designee shall review applications for compliance with the standards and requirements set forth in this Article as well as any other applicable Town Code provisions.

a. No application shall be accepted until it is deemed complete.

b. The Town Manager or designee shall review the submitted application within twenty (20) business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.

c. If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten (10) business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.

d. If an applicant fails to provide the additional information as requested by the Town Manager or designee within sixty (60) days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one sixty (60) day extension, provided the extension request is granted prior to the expiration of the above referenced sixty (60) day time period.

e. For any application in which the outdoor seating area is not located directly in front the associated restaurant, the Town will send a courtesy notice to those businesses directly abutting the proposed outdoor seating. Any affected person may provide written comments to the Town Manager

- 143 or designee within ten (10) days of the date of the mailed notice, for the
144 consideration of the Town Manager or designee. Failure to mail or receive
145 such courtesy notice shall not affect actions taken under this Article.
- 146 (6) Prior to issuance of an outdoor seating permit or annual renewal, the Town
147 Clerk shall certify that there are no outstanding fines, fees, taxes or other
148 charges owed to the Town by the current or past owners or operators of
149 the property requesting an outdoor seating permit. An outdoor seating
150 permit may not be issued until all outstanding fees and/or fines owed to
151 the Town are paid in full.
- 152 (7) The Town Manager or designee shall approve, approve with conditions, or
153 deny an application based on the requirements of this Article and
154 compliance with the Town Code. Approval shall be in the form of an
155 outdoor seating permit and as provided for in this Article. A denial of an
156 outdoor seating application shall be made in writing and shall provide the
157 reasons for such denial. The applicant or an affected property owner
158 whose property directly abuts the property, which is the subject matter of
159 the application, may appeal the Town Manager or designee's decision on
160 the outdoor seating permit application to the Town Commission.
- 161
- 162 (45) *Location requirements.* The location of an outside seating area for a restaurant shall be
163 subject to the following locational regulations:
- 164 a. An outside seating area shall only be permitted on private property that is adjacent
165 to a licensed restaurant business to which the permit is issued.
- 166 b. Tables and chairs shall not be located within a (10) ten-foot proximity of bus stops,
167 taxi stands, fire hydrants, a pedestrian crosswalk, driveway or handicap ramp.
- 168 c. The Town Manager or designee may permit an exception to the distance
169 requirement of subsection b. above from (10) ten feet to (5) five feet where
170 established pedestrian and tram paths shall not be obstructed and where public
171 safety shall not be adversely affected.
- 172 d. Markers approved by the Town Manager or designee shall be embedded into the
173 property to distinguish the approved boundaries of the outside seating area. This
174 requirement may be waived by the Town Manager or designee if the proposed
175 outside seating area is not on or adjacent to any private or public sidewalk, parking
176 or other pedestrian area if the area is otherwise clearly delineated.
- 177 (56) *Additional regulations for outside seating for a restaurant.*
- 178 a. The outside seating area shall be accessory to and under the same ownership or
179 control as the primary restaurant, which is operated within a permanently enclosed
180 building located on the same or adjacent parcel. The outdoor seating permit shall
181 be personal to the permittee only and shall not be transferrable. The outdoor
182 seating permit issued shall be specific to the location and is not transferrable to
183 another location.

- b. ~~There shall be no use, operation, or playing of any musical instrument, loud-speaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet, or comfort of the neighboring inhabitants or at any time with louder volume than is otherwise regulated by chapter 13, Noise, of the Town Code.~~

Live and/or amplified music shall be prohibited within the confines of the outdoor seating area. Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

- c. Food preparation shall only occur in the fully enclosed area of the licensed primary restaurant.
- d. Hours of operation shall not exceed the hours of operation established for the principal licensed restaurant.
- e. All fabrics shall be fire-retardant, pressure-treated or manufactured of fire resistive material.
- f. No objects shall be permitted around the perimeter of the outside seating area that is occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of a sidewalk by the general public.
- g. Additionally, when the outside seating area is visible from a public right-of-way:
1. No tables, chairs, or any other part of an outside seating area shall be permanently attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.
 2. Tables, chairs, umbrellas, canopies, awnings, and any other objects utilized as part of the outside seating area shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.
 3. Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the permit to allow the outside seating area.

h. Shade Structures.

1. Umbrellas. Shall be no larger than 8.5 feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight (8) feet in height.

2. Tents, canopies and pergolas or other similar structures are prohibited.

- i. Outdoor seating. The maximum seating capacity shall be limited to one seat per ten (10) square feet of outdoor seating area for chairs and one barstool seat per twenty-four (24) inches of the linear outside bar area.
- j. Greeting podiums and service stations. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated outdoor seating area, located as close to the building as feasibly possible and shall not impede the public right-of-way.

(67) Prior to issuance of a permit for an outside seating area, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a permit for outside seating. A permit to allow outside seating will not be issued until all outstanding debts to the Town are paid in full.

(78) Any primary restaurant which obtains a permit to have outside seating as an accessory use to a primary restaurant, pursuant to subsection 30-261(1) and (6) may redesign the face of their establishment to allow for doors or panels that permit the establishment to have open sides allowing for an indoor/outside restaurant design. Any proposed alterations, modifications or changes to the building shall require the issuance of a building permit, compliance with the Town Code and payment in full of all applicable fees.

* * * * *

Section 2: Chapter 30, “Unified Land Development Regulations,” Article V “Zoning,” Division 2 “Districts,” Subdivision M “B-1 District Regulations” of the Town’s Code of Ordinances is hereby amended as follows:

Subdivision M. - B-1 District Regulations

Sec. 30-271. - B-1 district—Business.

(a) *B-1 uses permitted.*

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

* * * * *

hhh. Restaurant, which may also include the following accessory uses:

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

260

261

* * * * *

262 (h) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to
263 the primary restaurant use may be permitted subject to the following regulations:

264 (1) *Permit required.* It shall be unlawful for any person to provide outside seating for a
265 restaurant on private property within the Town without first obtaining a permit from the
266 Town. The location of an outside seating area for a restaurant shall be approved by the
267 Town Manager or designee.

268 (2) *Permit fee.* The fee for a permit for outside seating for a restaurant shall be as
269 established by resolution of the Town Commission, shall be non-refundable, and shall
270 accompany the outdoor seating application. ~~; A permit fee shall be established by~~
271 ~~resolution of the Town Commission.~~

272 (3) *Permit application.* Application for a permit to provide outside seating for a
273 restaurant shall be commenced by the filing of a complete application on a form
274 provided by the Town with the Development Services Department. Such application
275 shall include the following: ~~made at the office of the Town Clerk. Such application shall~~
276 ~~include:~~

277 a. Name, address and telephone number of the applicant.

278 b. Name and address of business.

279 c. A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to operate
280 a restaurant adjacent to the outside seating area which is the subject of the
281 application.

282 d. An 8½ × 11 inch drawing or larger at a minimum scale of one inch equals 20 feet
283 showing the following:

284 1. The store front and all openings (doors, windows);

285 2. The location and dimensions of the private property area being utilized for the
286 outside seating area, including: structures located thereon; proposed location,
287 dimension and number of tables, chairs, and umbrellas proposed within the
288 outside seating area;

289 3. Clear delineation of the boundary between private property and the public
290 right-of-way;

291 4. The location of tables and chairs complying with the Americans with
292 Disabilities Act (ADA) standards.

293 e. When the outside seating is visible from a public right-of-way, the application shall
294 also include:

295 1. Photographs and/or manufacturer brochures fully describing the appearance of
296 all proposed chairs, tables, umbrellas and other private features, including but
297 not limited to lighting to be used in the proposed outside seating area.

- 298 2. A trash management and maintenance plan for the outside seating area, which
299 shall include a plan for pickup and disposal of any trash or food on or around
300 the tables and chairs or sidewalk, and periodic pressure cleaning of the area
301 used for outside seating. This plan shall ensure that the outside seating area is
302 maintained in a neat and orderly appearance at all times and the area shall be
303 cleared of all debris on a periodic basis during the day and at the close of each
304 business day to ensure a healthy and safe environment.
- 305 f. Written consent from the building owner for the proposed outside seating area.
- 306 g. In the event the outside seating area is proposed in front of an adjacent owner's
307 property, the applicant must provide written consent from the adjacent property
308 owner for use of this area.
- 309 h. Non-refundable application fee.
- 310 ~~i. Applications shall be reviewed for compliance with the Town Code and may be~~
311 ~~approved by the Town Manager or designee.~~
- 312 ~~j. The Town Manager or designee may deny an application that does not comply with~~
313 ~~this section. Such denials shall be written and shall provide the reasons for the~~
314 ~~denial. The applicant or any property owner whose property directly abuts the~~
315 ~~property which is the subject matter of the application may appeal the Town~~
316 ~~Manager or designee's decision to the Town Commission.~~
- 317 (4) Permit Application Review. The Town Manager or designee shall review applications
318 for compliance with the standards and requirements set forth in this Article as well as
319 any other applicable Town Code provisions.
- 320 (1) No application shall be accepted until it is deemed complete.
- 321 (2) The Town Manager or designee shall review the submitted application
322 within twenty (20) business days and either accept the application if it is
323 complete or, if incomplete, reject the application with a written notice of
324 incompleteness, specifying the data missing from the application.
- 325 (3) If an application is rejected, the applicant may resubmit the application
326 with the additional information required. Upon each resubmittal, the
327 Town manager or designee shall have ten (10) business days to review the
328 resubmitted application and either accept the application as complete or
329 provide written notice of any corrections, revisions or deficiencies. This
330 process shall continue until the applicant has submitted a complete
331 application or demands that the application be reviewed as is, without
332 further revisions.
- 333 (4) If an applicant fails to provide the additional information as requested by
334 the Town Manager or designee within sixty (60) days of the request for
335 additional information, the Town Manager or designee may deem the
336 application to be withdrawn by the applicant and the application
337 considered null and void. Upon request, the applicant shall be entitled to
338 one sixty (60) day extension, provided the extension request is granted
339 prior to the expiration of the above referenced sixty (60) day time period.

- (5) For any application in which the outdoor seating area is not located directly in front the associated restaurant, the Town will send a courtesy notice to those businesses directly abutting the proposed outdoor seating. Any affected person may provide written comments to the Town Manager or designee within ten (10) days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this Article.
- (6) Prior to issuance of an outdoor seating permit or annual renewal, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting an outdoor seating permit. An outdoor seating permit may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.
- (7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this Article and compliance with the Town Code. Approval shall be in the form of an outdoor seating permit and as provided for in this Article. A denial of an outdoor seating application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner whose property directly abuts the property, which is the subject matter of the application, may appeal the Town Manager or designee's decision on the outdoor seating permit application to the Town Commission.
- (45) *Location requirements.* The location of an outside seating area for a restaurant shall be subject to the following locational regulations:
- a. An outside seating area shall only be permitted on private property that is adjacent to a licensed restaurant business to which the permit is issued.
 - b. Tables and chairs shall not be located within a (10) ten-foot proximity of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, driveway or handicap ramp.
 - c. The Town Manager or designee may permit an exception to the distance requirement of subsection b. above from (10) ten feet to (5) five feet where established pedestrian and tram paths shall not be obstructed and where public safety shall not be adversely affected.
 - d. Markers approved by the Town Manager or designee shall be embedded into the property to distinguish the approved boundaries of the outside seating area. This requirement may be waived by the Town Manager or designee if the proposed outside seating area is not on or adjacent to any private or public sidewalk, parking or other pedestrian area if the area is otherwise clearly delineated.
- (56) *Additional regulations for outside seating for a restaurant.*
- a. The outside seating area shall be accessory to and under the same ownership or control as the primary restaurant, which is operated within a permanently enclosed

building located on the same or adjacent parcel. The outdoor seating permit shall be personal to the permittee only and shall not be transferrable. The outdoor seating permit issued shall be specific to the location and is not transferrable to another location.

- b. ~~There shall be no use, operation, or playing of any musical instrument, loud-speaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet, or comfort of the neighboring inhabitants or at any time with louder volume than is otherwise regulated by chapter 13, Noise, of the Town Code.~~

Live and/or amplified music shall be prohibited within the confines of the outdoor seating area. Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

- c. Food preparation shall only occur in the fully enclosed area of the licensed primary restaurant.
- d. Hours of operation shall not exceed the hours of operation established for the principal licensed restaurant.
- e. All fabrics shall be fire-retardant, pressure-treated or manufactured of fire resistive material.
- f. No objects shall be permitted around the perimeter of the outside seating area that is occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of a sidewalk by the general public.
- g. Additionally, when the outside seating area is visible from a public right-of-way:
1. No tables, chairs, or any other part of an outside seating area shall be permanently attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.
 2. Tables, chairs, umbrellas, canopies, awnings, and any other objects utilized as part of the outside seating area shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.
 3. Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the permit to allow the outside seating area.

h. Shade Structures.

1. Umbrellas. Shall be no larger than 8.5 feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight (8) feet in height.

2. Tents, canopies and pergolas or other similar structures are prohibited.

- i. Outdoor seating. The maximum seating capacity shall be limited to one seat per ten (10) square feet of outdoor seating area for chairs and one barstool seat per twenty-four (24) inches of the linear outside bar area.

j. Greeting podiums and service stations.

1. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated outdoor seating area, located as close to the building as feasibly possible and shall not impede the public right-of-way.

(67) Prior to issuance of a permit for an outside seating area, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a permit for outside seating. A permit to allow outside seating will not be issued until all outstanding debts to the Town are paid in full.

(78) Any primary restaurant which obtains a permit to have outside seating as an accessory use to a primary restaurant, pursuant to subsection 30-2671(1) and (6) may redesign the face of their establishment to allow for doors or panels that permit the establishment to have open sides allowing for an indoor/outside restaurant design. Any proposed alterations, modifications or changes to the building shall require the issuance of a building permit, compliance with the Town Code and payment in full of all applicable fees.

* * * * *

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

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

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

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

Passed on the first reading, this ____ day of _____, 2010.

Passed and adopted on the second reading, this ____ day of _____, 2010.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

ATTEST:

Tedra Allen, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-11 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Bill Vance, Town Manager)

Explanation:

The franchise agreement presented to the Town Commission for adoption on 2nd reading grants permission to People's Gas System, A Division of Tampa Electric Company ("TECO"), to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the limits of this Franchise, a system for distribution of gas for all purposes whatsoever upon, along, under and over the public roads, streets, and rights-of-way of the Town of Lauderdale-by-the-Sea "Franchise".

This Franchise is granted for a period of 30 years from the effective date of this agreement, as provided in the Ordinance, and covers the corporate limits of the Town of Lauderdale-by-the-Sea ("Town") as set forth in the Charter of the Town. In consideration of the rights, privileges and franchises granted through this agreement, and to defray the cost of regulating the Company's activities under this Franchise, the Company shall pay to the Town annually a sum equal to six percent (6%) of the Gross Revenues of the Company's business done within the Town boundaries.

Recommendation:

Adopt Ordinance 2019-11 on 2nd reading

Attachments:

1. Ordinance 2019-11

ORDINANCE 2019-11

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, the Town finds that it is in the public interest to ensure that all areas within
2 its limits are adequately provided with high-quality and reliable gas service; and

3 **WHEREAS**, the Town finds it in the public interest to retain control over the use of public
4 rights-of-way by providers of gas to ensure against interference with the public convenience, to
5 promote aesthetic considerations, to promote planned and efficient use of limited right-of-way
6 space, and to protect the public investment of right-of-way property; and

7 **WHEREAS**, the Town finds that the granting of nonexclusive franchises is the best means
8 of assuring that the above-described interests of the Town are promoted; and

9 **WHEREAS**, the Town Commission desires to grant a franchise to Peoples Gas System, a
10 division of Tampa Electric Company, a Florida Corporation ("Company").

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

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

SECTION 2. Definitions. For the purpose of this ordinance, the following terms and words shall have the meaning given herein, as follows:

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the Town.
- B. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its permitted successors and assigns.
- C. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- D. "Effective Date" shall mean the date this Franchise becomes effective as described in Sections 23 and 27 below.
- E. "Franchise" or "Franchise Agreement" shall mean this Agreement, as passed and adopted by the Town and accepted by the Company, as provided in Section 23 below.
- F. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- G. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale, transportation, distribution or delivery of Gas.
- H. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

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39 I. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a
40 mixture of gases, which is distributed in pipes and measured by meter on the
41 Customer's premise. It shall not mean propane gas or liquefied petroleum gas
42 (commonly referred to as "bottled gas").

43 J. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley,
44 waterway, bridge, easement, public place or other right-of-way that is owned or
45 controlled by the Town.

46 K. "Town" shall mean the Town of Lauderdale-by-the-Sea, and Town's permitted
47 successor and assigns.

48 **SECTION 3. Grant of Franchise.** Permission is hereby granted to Company to
49 construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the
50 limits of this Franchise, a system for distribution of gas for all purposes whatsoever upon, along,
51 under and over the public roads, streets, and rights-of-way of the Town of Lauderdale-by-the-Sea.

52 **SECTION 4. Terms and Limits of Franchise.** This Franchise is granted for a period of
53 30 years from Effective Date, and covers the following geographical area: The corporate limits of
54 the Town of Lauderdale by the Sea as set forth in the Charter of the Town of Lauderdale by the
55 Sea, as said description is amended from time to time. Company agrees that the limits of the
56 Franchise are subject to expansion or reduction by annexation and contraction of municipal
57 boundaries and that Company has no vested right in a specific area.

58 **SECTION 5. Franchise Fee; Payments.** In consideration of the rights, privileges and
59 franchises herein granted, and to defray the cost of regulating the Company's activities under this
60 Franchise, the Company shall pay to the Town annually a sum equal to six percent (6%) of the

Gross Revenues of the Company from the sale to residential, commercial, and industrial customers, and distribution, transportation or delivery of gas within the corporate limits of the Town. In the event the Company is granted a franchise from another Florida municipality or government entity that requires the Company to pay a franchise fee in excess of six percent, then the Town shall be entitled to the higher franchise fee once it requests so in writing to the Company. Impositions by the Town will not be credited to or deducted from the franchise fee. The annual payment shall be made to the Town for each year that the permission granted herein is in effect and shall be made to the Town in monthly installments. Payments shall be payable to the Town of Lauderdale-By-The-Sea, Attention: Finance Department, during regular business hours of the Town.

SECTION 6. Transferability. The Company shall not sell or transfer any portion of its plant or Distribution System to another, nor transfer any rights under this Franchise to another without the Town's prior written approval. The Town Commission will not unreasonably withhold its consent to the transfer of this Franchise. Notwithstanding the foregoing, Company may transfer or assign any portion of its plant or Distribution System or the Franchise or any rights hereunder to its parent company or any other affiliate without the Town's prior approval. Company shall notify the Town of any such transfer or assignment. No such sale or transfer shall be effective until the vendee; assignee or lessee has filed with the Town, Attention: Town Manager, an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise, and agreeing to perform all the conditions thereof.

SECTION 7. Forfeiture of This Franchise. Failure by the Company to comply in any substantial respect with any of the provisions, terms, or requirements of this Franchise shall result in a forfeiture. Said forfeiture shall be effective upon a finding by a court of competent jurisdiction

that Company has substantially breached any of the provisions, terms or requirements of this Franchise. Both the Town and the Company reserve the right of appeal of such court findings. If it is the non-prevailing party, the Company shall have six months after the final determination of the question of breach to make restitution or make good the default or failure before forfeiture shall result. The Town, at its discretion by and through its administration, may grant additional time to the Company for restitution and compliance as deemed appropriate by the Town.

SECTION 8. Termination of Grant by Insolvency or Bankruptcy of Company. In the event of a final adjudication of bankruptcy of the Company, the Town shall have full power and authority to terminate, revoke, and cancel any and all rights granted under the provisions of this Ordinance.

SECTION 9. Hold Harmless. The Town shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation or maintenance by the Company of the Distribution System, facilities, equipment and vehicles subject to the terms and conditions of this Franchise. The Company hereby agrees to defend, indemnify, and to hold the Town harmless against any and all liability, loss, cost, damage or any expense connected with the Company's exercise of the rights or privileges provided hereunder, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Town by reason of the negligence, default, other misconduct, strict liability or act or omission of the Company in its construction, location, relocation, operation or maintenance of the Distribution System, facilities, vehicles, or equipment subject to this Franchise.

SECTION 10. Review of Billing Records. The Town may, at its option and at its expense, and upon reasonable notice to the Company, at any time, examine the records of operations, accounting files, and books and records as such records relate to the calculation of the

franchise fee payments to the Town, as provided herein, and to proper performance of other terms of this Franchise. The examination of such books, accounts, records or other materials necessary for determination of compliance with the terms, provisions and requirements of this Franchise shall be during regular hours of business of the Company and at the Florida corporate offices of the Company.

SECTION 11. Underground Installation. The Company shall install underground extensions of all distribution lines that the Company has determined are necessary or desirable, at its own cost, in accordance with applicable law.

SECTION 12. Successors and Assigns. Whenever in this Ordinance either the Town or the Company is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors or assigns of the Town or the Company. This shall not waive any restrictions against assignments.

SECTION 13. Rates, Rules and Regulations.

A. The Company shall provide gas service within the limits of this Franchise on reasonable terms and conditions at just, reasonable and nondiscriminatory rates to all who request said service during the term of this Franchise and thereafter, as required by law or by the FPSC or other duly constituted public regulatory body.

B. Upon the written request of the Town, the Company shall file with the Town a complete set of rules and regulations and a complete set of tariffs or rate schedules under which gas service is provided under this Franchise. The Company is subject to the rules and regulations of the FPSC. In the event that the FPSC, or other State regulatory agency, should be deprived of the authority to make rules and regulations

governing the Company, then the Town shall have the right to set rules. Upon the written request of the Town, Company shall also furnish any revisions of rules, regulations, and rates to the Town.

SECTION 14. **Right to Operate.** The Company is hereby further given, granted

and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the limits of this Franchise fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of natural gas for all purposes whatsoever. The Franchise herein granted apply in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places as they now exist or as they may hereafter be laid out or extended within the limits of this Franchise, including the further right, privilege and Franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond the limits of this Franchise and to the furnishing, supplying and distributing to said area and the inhabitants and gas consumers both within and beyond the limits thereof, of gas for all purposes for which gas energy may be used now or hereafter, and the right to extend lines and furnish gas energy beyond the limits of said Franchise. The Distribution System facilities and associated equipment and vehicles shall be located or relocated, erected or operated so as to interfere as little as possible with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges, and public places and with reasonable egress and ingress to abutting and adjoining property.

SECTION 15. **Proper Operation.** The Distribution System, including all fittings,

appliances and appurtenances, shall be constructed in accordance with good engineering practices

and so as not to unreasonably interfere with the proper use and appearance of the streets, avenues, alleys, ways, bridges, and public places in the Franchise area and shall be maintained by Company in good condition and repair in accordance with FPSC requirements and applicable laws.

SECTION 16. Excavation, Maintenance and Restoration. Construction plans

shall be submitted by the Company and an engineering construction permit shall be obtained from the Public Works & Transportation Department Director, prior to the Company causing any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places within the Franchise area for the purpose of installing, maintaining, operating or repairing any fittings, appliances and appurtenances or other components of the Distribution System. The Company's work under this Franchise shall be done in accordance with applicable laws. The Company shall replace or properly re-lay and repair any sidewalk, street, lawn, landscaping or swale that may be displaced by reason of such work. Whenever the Company shall cause any opening or alteration to be made in any of the streets or public places within the Franchise area for the purpose of installing, maintaining, operating or repairing any equipment or component of the Distribution System, such work shall be completed at the Company's expense within a reasonable time and the Company shall upon the completion of such work restore such portion of the streets or other public places to as good or better condition as it was before the opening or alteration was so made and will promptly remove any debris. Upon failure of the Company to perform said repair or restoration, after ten (10) days' notice provided in writing by the Town to the Company, the Town may repair such portions of the sidewalk, street, lawn, landscaping or swale that may have been disturbed by the Company and collect the cost so incurred from the Company. The Town shall promptly provide to the Company all permits, licenses and other authorizations applied for and reasonably necessary for the purpose of installing, maintaining, operating and repairing the

176 system and facilities. If the Town shall require the Company to adapt or conform its mains, service
177 pipe or other appurtenances, or in any way alter, relocate or change its property to enable any other
178 private person or corporation to use said street, alleys, easements or public places, the Company
179 shall be reimbursed by the private person or corporation desiring or occasioning such change for
180 any loss, cost or expense directly caused by or arising out of such change, alteration or relocation
181 of the Company's property.

182 **SECTION 17.** **Interruption of Service.** In the event the supply of gas should be
183 interrupted or fail by reason of any cause beyond the control of the Company, the Company shall,
184 at its own expense, restore the service within a reasonable time and such interruption shall not
185 constitute a breach of this Franchise nor shall the Company be liable for any loss or damages by
186 reason of such interruption or failure. Failure to restore service within a reasonable time shall be
187 a material breach of this Franchise. Any substantial outage caused by the gross negligence or
188 willful act of Company shall be a material breach of this Franchise.

189 **SECTION 18.** **Metering of Service.** The Company shall install and maintain
190 meters for measuring gas use and shall have free access to the premises of the consumer, from
191 time to time, for the purpose of reading, repairing, testing and maintaining the meters and
192 appurtenances. Such meters shall remain the property of the Company.

193 **SECTION 19.** **Complaints.** All complaints shall be resolved by Company in
194 accordance with the FPSC rules and regulations.

195 **SECTION 20.** **[Reserved.]**

196 **SECTION 21.** **Town's Right to Regulate Use of Streets Not Abrogated.** Nothing
197 in this Ordinance shall be construed as a surrender by the Town of its right or power to pass

ordinances regulating the use of its streets in accordance with Town's police powers or property rights.

SECTION 22. **Town's Covenant.** As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

SECTION 23. **Written Acceptance by Company.** The Company, its successors or assigns, shall, within 30 days after this Ordinance is adopted, file a written acceptance of the Ordinance with the Town Clerk.

SECTION 24. **Repeal.** All ordinances or parts of ordinances insofar as they are in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 25. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 26. **Inclusion in Code.** This Ordinance shall be codified as part of the Appendix of the Town Code.

SECTION 27. **Effective Date.** Subject to satisfaction of Section 23 above, this Ordinance shall take effect immediately upon adoption on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

First Reading

Second Reading

Mayor Vincent

Vice-Mayor Sokolow

Commissioner Malkoon

Commissioner Oldaker

Commissioner Strauss

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2020-01 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GRANT AGREEMENT FOR THE FUNDING OF \$18,507.00. THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019/2020 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 \$55,623.00 TO COVER THE REMAINING COSTS OF THE PROGRAM; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Lucilla Lang, Finance Director)

Explanation:

The CDBG Grant provides funding in the amount of \$18,507 for the Town's senior center activities program ("Program"). The total cost of Program is \$74,130. The Town will provide the remaining \$55,623 to cover the costs of the Program.

Recommendation:

Adopt Resolution 2020-01 approving the 45th Year CDBG Agreement ("Grant Agreement") with Broward County for the funding of \$18,407 through the County CDBG Program for senior center activities, authorizing execution of the 45th Year CDBG Agreement Grant Agreement, and authorizing the expenditure of \$55,623 to cover the remaining costs of the program.

Attachments:

1. 45th Year CDBG Agreement
2. Resolution 2020-01



**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
LAUDERDALE-BY-THE SEA FOR FUNDING AND ADMINISTRATION OF 45TH
YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR
CENTER ACTIVITIES AND OPERATIONS**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Lauderdale-By-The Sea, a municipal corporation of the State of Florida ("Town") (collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On _____ (Agenda Item No. ____), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of \$18,507 to fund a Senior Center Activities and Operations program in Town, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to Town under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by

the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by Town, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to Town for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Quarterly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 Town shall provide and implement a Senior Center Activities and Operations program in Town as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. Town certifies that the Project meets the criteria for 24 C.F.R. Part 570.208(a)(2), Limited Clientele Activities, and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 Town must comply with the Project Timeline set forth in Exhibit C. If Town fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, Town shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 Town shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 Town shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to Town by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, Town shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, Town, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to Town pursuant to which Town must halt all work, services, or activities for the Project.

**ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND
PROVISIONS RELATING TO THE USE OF THE FUNDS**

- 4.1 The maximum amount payable to Town under this Agreement shall be Eighteen Thousand Five Hundred Seven Dollars (\$18,507). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.
- 4.2 If Town is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse Town for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to Town if Town is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by Town that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 Town shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:
- 4.3.1 Documentation of costs associated with any Town personnel providing any services for the Project, if applicable;
 - 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
 - 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
 - 4.3.4 A certified copy of the purchase order or other Town document authorizing the work, services, activities, or materials for which Town is invoicing;
 - 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Town's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.6 A certification from Town's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and

- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D.
- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to Town if Town fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to Town the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.
- 4.5 Town shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.
- 4.6 Town shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.
- 4.7 County shall pay Town within thirty (30) calendar days after receipt of Town's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of Town to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 Town shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.
- 4.9 County may suspend payment under this Agreement for any of the following events:
- 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to Town pursuant to this section, County shall specify the actions that must be taken by Town as a condition precedent to resumption of payments, and specify a reasonable date by which Town must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to Town under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.

4.11 Any CDBG Funds paid to Town in excess of the amount to which Town is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by Town for reimbursements.

4.12 Town shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by Town.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse Town any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to Town to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to Town's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, Town must repay County such CDBG Funds in accordance with the repayment

provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Town, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Town shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Town under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Town and persons employed or utilized by Town in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Town under this Agreement may be retained by County until all of County'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 County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 Town is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If Town maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Town's self-insurance.

6.4 In the event Town contracts with a Subcontractor to provide any of the services for the Project, Town shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. Town must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, Town shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Town certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Town, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

connection with this Agreement, Town shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

- 7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, Town represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

- 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

- 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. Town represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Town, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Town has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to Town. Town further represents and warrants that execution of this Agreement is within Town's legal powers, and each individual executing this Agreement on behalf of Town is duly authorized by all necessary and appropriate action to do so on behalf of Town and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, Town acknowledges that County is materially relying on the representations and warranties of Town stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Town, to deduct from CDBG Funds due to Town under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to Town under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 Town shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 Town shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of Town, its officers, employees, or agents shall be disclosed in writing to County.

8.3 Town shall use its own procurement procedures for the procurements of property and services. Town's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321.

8.4 Town shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide Town with a copy of the manual and any amendments thereto.

8.5 Town shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 Town shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 Town shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 Town shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended

(42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which Town receives federal financial assistance.

- 8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which Town receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which Town receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), Town does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 Town shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after Town has requested disposition instructions.

8.11 Town shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 Town shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, Town shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of Town, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, Town shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to “contract” shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to “contractor” shall mean Town or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.14.2 The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 Town shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, Town shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, Town shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 Town shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 Town shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of Town. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 Town shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 Town shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, Town shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any CDBG Funds expended by Town, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

In the event Town is required to repay County any CDBG Funds pursuant to this section, Town shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by Town, or reduce Town's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds Town repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 Town shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by Town after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to Town's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. Town shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, Town shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under Town's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event Town fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, Town shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment

shall constitute Program Income to County.

9.8 Disposition of Equipment. Town shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on September 30, 2020, unless terminated earlier or extended pursuant to the terms of this Agreement. Town may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon Town's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if Town fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide Town with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. Town may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) Town's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) Town's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) Town's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) Town's failure to repay County as provided

for in Section 9.5; (v) Town's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) Town's material breach of the representations and warranties set forth in Article 7; or (vii) Town's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, Town shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce Town's obligation to repay County by making an administrative offset against any requests by Town for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse Town upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by Town prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by Town or Subcontractor on Town's behalf, for Project activities under this Agreement. Notwithstanding the above, Town shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to

reimburse Town for any or all of the CDBG Funds requested by Town where County has determined that Town failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due Town shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Town grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by Town to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to Town shall be withheld until all documents are received as provided herein. Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Town shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Town shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the

books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of Town and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, Town or its Subcontractors shall make same available in written form at no cost to County.

Town and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, Town must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Town in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Town in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Town.

Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or Town nor shall anything included herein be construed as consent by either County or Town to be sued by third parties in any matter arising out of this Agreement. Both County and Town are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. Town is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither Town nor its agents shall act as officers, employees, or agents of County. Town shall

not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither Town nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For Town:

William Vance, Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Blvd.
Lauderdale-By-The-Sea, Florida 33308
Email address: billv@lbts-fl.gov

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. Town and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

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

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

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Town. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile Town's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Town waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by Town to indemnify and insure, any representations and warranties of Town, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be

enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

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

12.26 Use of County Logo. Town shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), and Town of Lauderdale-By-The-Sea, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

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

Print Name

By: _____
Sandy Steed (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

SS
45th Year CDBG Agreement (Lauderdale-By-The Sea Services)
11/26/2019
#481951v1

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-
THE SEA FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR CENTER ACTIVITIES
AND OPERATIONS

TOWN

ATTEST:

TOWN OF LAUDERDALE-BY-THE SEA

By: _____
Town Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
Town Manager

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
Town Attorney

EXHIBIT A

PROJECT DESCRIPTION

Project Name: Senior Center Activities and Operations

Project Description:

CDBG Funds in the amount of Eighteen Thousand Five Hundred Seven Dollars (\$18,507) provided under the Agreement shall be used by Town to fund a portion of the costs for contractual services to implement the day to day senior activities and operations of the Lauderdale-By-The-Sea Community Center. Town, or its Subcontractor, shall measure the participation of seniors and volunteers in the Project, schedule classes and activities, record registration information, record participation in activities, create volunteer opportunities, and recruit and identify eligible program participants.

The Project shall provide activities to a minimum of one hundred (100) unduplicated senior residents, 62 years and older. Activities shall include, but are not limited to, computer classes, art, beginning and intermediate bridge, exercise, dance, and yoga. The Project shall be for residents of Town and provided at the Community Center located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308.

Town's Program Design is attached hereto as Attachment 1 to Exhibit A, solely for the purpose of providing a more comprehensive description of Town's overall program, in addition to the description provided in this Exhibit A.

CDBG HUD National Objective: 24 C.F.R. Part 570.208(a)(2), Limited Clientele Activities

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ATTACHMENT 1 to EXHIBIT A

PROGRAM DESIGN

Program Summary

The Lauderdale-By-The-Sea Community Center provides an environmentally safe, structured, and educationally stimulating and activity filled environment for the Town's seniors. The program is designed to empower the Town's seniors and ultimately to improve their quality of life.

Designated Authority to Implement Program

Town has subcontracted the implementation of the day to day operation of the Community Center to Bien-Aime, Inc. The Bien-Aime, Inc., designs the activities and curriculum provided at the Community Center with input from Town staff.

Types of Financial Assistance offered

No financial assistance is offered, however, there are no fees for participating in the Community Center activities. Seniors meeting the eligibility requirements may participate free of charge.

Participant eligibility

Residents of Town who are 62 years of age or older are eligible to participate. Proof of age and residency is required.

Program Marketing

Community Center activities are marketed via the following local media outlets: Lauderdale-By-The-Sea Future Newspaper, Lauderdale-By-The-Sea Town Newsletter, Local Cable Channel 78 and the Town's website <http://www.lauderdalebythesea-fl.gov>.

Method of Application

In order to participate in the Community Center activities, applicants must submit a written application for each fiscal year at the Lauderdale-By-The-Sea Town Hall.

Applicants Requirements

The only requirements to participate in the Community Center activities are that the applicant be a resident of Lauderdale-By-The-Sea and 62 years of age or older. Proof of age and residency is required.

Participant Responsibilities

Participants are required to sign-in for each activity attended. Participants are also asked to follow general safety rules and the instructor's course outline.

Files and Records

Records of participants registration forms, sign-in records, and Program Activities Schedules are maintained by Bien-Aime, Inc., and copies are periodically provided to Town staff and County. A list of Participants will be provided to the County with Progress Reports.

Grievance Procedures

Participants' grievances can be submitted to Bien-Aime, Inc., or the Lauderdale-By-The-Sea Town Manager's Office over the telephone, in writing or in person. The complaints are answered within 24 hours.

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EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources				
Cost Category		(1) CDBG	(2) NON-CDBG (TOWN FUNDS)	Total
A.	Personnel	-	-	-
B.	Fringe Benefits	-	-	-
C.	Travel	-	-	-
D.	Equipment	-	-	-
E.	Supplies	-	-	-
F.	Contractual Services	\$18,507	\$55,623	\$74,130
G.	Construction	-	-	-
H.	Other	-	-	-
I.	Total	\$18,507	\$55,623	\$74,130

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$18,507

Contractual Services: Town contracts with a third party who organizes and facilitates programs and activities which include, but are not limited to, information technology classes, performing arts, group exercise, and crafts for senior members of the Town Community Center. CDBG Funds provided under the Agreement shall be used by Town to fund a portion of the contract costs to implement the Project.

Non-CDBG Funds: \$55,623 (Town's General Fund)

Contractual Services: Town shall contract with a third-party to implement the Project, which is estimated to cost Town approximately \$74,130 annually (in total= \$55,623, excluding the portion to be funded using CDBG Funds).

Town shall provide suitable space and use of existing resources to provide classes and activities approximately six (6) hours per day, five (5) days per week throughout the term of the Agreement. Utilities, maintenance, and insurance for the Project shall also be provided by Town.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the Town's overall employee compensation structure. Town's compensation policy should

not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Schedule classes and activities	October 1, 2019	September 30, 2020
Record registration information	October 1, 2019	September 30, 2020
Record participation in activities	October 1, 2019	September 30, 2020
Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours.	October 1, 2019	September 30, 2020
Provide activities to a minimum of 100 (unduplicated) eligible senior clients	October 1, 2019	September 30, 2020
Quarterly Progress Reports and Final Beneficiary Data Report	October 1, 2019	September 30, 2020

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EXHIBIT D
QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Fiscal Year (FY)	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1. Project Cost

		Funding Expended to Date	Percentage
Total Project Cost	\$	\$	%
CDBG Funds	\$	\$	%
Non-CDBG Funds (specify funding source here)	\$	\$	%

B.2. Declaration of Agency Budget Changes

Program Income Amount: _____

Source of Program Income: _____

FY of the Program Income: _____

B.3. Other Grant Awards

Dates: _____

Dollar Amount (s): _____

Funding Source(s): _____

Funding Contract Person(s): _____

B.4. Describe attempts to secure additional funding:

B.5. Anticipated changes in staffing:

Start date of staffing change: _____
Office hours: _____
Resignations: _____
Part-time or Full-time employee: _____
Impact on Project: _____

C.1. Describe specific Work Tasks and their status for this reporting period:

Work Tasks	Status (e.g. Underway, Completed, Delayed, etc.)

C.2. Describe success or problems encountered with the Project:

C.3. Describe anticipated problems or concerns with the Project. Please identify if technical assistance is needed and/or request assistance from the Housing Finance and Community Redevelopment Division (HFCRD) staff.

C.4. Anticipated advertisements and/or contractual services. If applicable, has the appropriate HFCRD staff been notified and appropriate steps were taken to assure compliance?

C.5. Please complete the information in the Direct Benefit Form for this reporting period and Year to Date (YTD).

Direct Benefit Form (instructions)

To report about Capital Improvement Activities, please fill out Section 4 only.

To report about Public Service Activities, please fill out Sections 1-3 and 5. Please provide a list of numbered unduplicated Program Participants on a separate page ¹.

To report about Housing Activities, please fill out Sections 1-3 **and** all parts of Section 6 **or** all parts of Section 7.

Indicate if counting persons or households (for Housing Activities). Only unduplicated counts should be provided.	Total number served this reporting period	Total number served year to date (YTD)
1. Ethnicity Data (Required)		
Hispanic		
Non-Hispanic		
1. Total		
Identify below the race of all of Program Participants counted in Section 1 above; identify for "this reporting period" and "YTD" as well as Hispanic and Non-Hispanic.		
2. Racial Data (Required)	Non-Hispanic	Hispanic
1. White		
2. Black/African American		
3. Asian		
4. American Indian/Alaskan Native		
5. Native Hawaiian or other Pacific Islander		
6. American Indian/Alaskan Native and White		
7. Asian and White		
8. Black/African American and White		
9. American Indian/Alaskan Native and Black/African American		
10. Other Multi-Racial		
2. Total		
Number of Program Participants in Section 3 below should equal to Section 1 and 2 above.		
3. Income Data (Required)	Total number served this reporting period	Total number served year to date (YTD)
Extremely Low Income < or = 30% of area median		
Very Low Income < or = 50% of area median		
Low Income < or = 80% of area median		
Non-Low Income > 80% of area median		
3. Total		
4. Census Tract Served (Required for Capital Projects only)		
5. Public Services: (Required)	Total number served this reporting period	Total number served year to date (YTD)
Number of persons who have <u>new access</u> to this service or benefit		
Number of persons who have <u>improved access</u> to this service or benefit		
Number of persons who receive a service or benefit that is <u>no longer substandard</u>		
5. Total		

¹

This list is for Public Service Activities only. The list should provide, at minimum, each participant's Full Name, Address, City, and Age as well as Funding Year, Sub-Recipient's name, Program Name, and date the Participant registered for the program. Please sort by month of registration. Do not send copies of IDs. Keep copies of IDs for your records.

Direct Benefit Form for Housing Activities only

Applicable if implementing Rehab Activity:

6. Rehab/Minor Home Repair Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Households Assisted (information as shown in Broward County Property Appraiser's records²)			
Full Name	Full Address	Construction Cost Assistance/ County Mortgage Amount \$	
1.			
2.			
3.			
and so on...			
6. Total Households Served		Total Assistance \$	
Please indicate Income Data below for each served Household: Extremely Low Income < or = 30% of area median, Very Low Income < or = 50% of area median, Low Income < or = 80% of area median, or Non-Low Income > 80% of area median. The data in Sections 6-a, 6-b, 6-c, and 6-d below is referring to the units reported about in Sections 6 and Sections 1-3 on the previous page.			
6a. Income Data for Rehab/Minor Home Repair Program (Required)			
1.			
2.			
3.			
and so on...			
6-b. LEAD PAINT Reporting: Units Rehabilitated/Repaired under this grant (Required)		Total number of units year to date (YTD) - fill in details below	
Housing constructed before 1978			
Exempt: housing constructed in 1978 and later			
No paint has been disturbed during rehab/repair			
Otherwise exempt: (Please explain exemption in writing)			
6-b. Total			
6-c. Units that needed Lead Hazard Remediation Action (Required)		Total number of units year to date (YTD) - fill in details below	
Lead Safe Work Practices [24 CFR 35.930(b)] (Hard Cost less than \$5,000)			
Interim Controls or Standard Practices [24 CFR 35.930(c)] (Hard Cost \$5,000-\$25,000)			
Abatement [24 CFR 35.930 (d)] (Hard Cost more than \$25,000)			
6-c. Total			
6-d. Other Rehab Data (Required)		Total number of units year to date (YTD) - fill in details below	
Units occupied by Seniors (62 years old and over)			
Units changed from sub-standard to standard conditions (HQS or local codes)			
Units made accessible			
6-d. Total			

²

Please attach Broward County Property Appraiser's (BCPA.net) Property Search printout for each served household reported

Direct Benefit Form for Housing Activities only

Applicable if implementing Down Payment Assistance Activity:

7. 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Homeowners Assisted			
Full Name	Full Address	Down Payment Assistance	
1.			
2.			
3.			
and so on...			
7. Total Households Served		Total Assistance \$	
<i>Please indicate Income Data below for each served Household:</i> <i>Extremely Low Income < or = 30% of area median,</i> <i>Very Low Income < or = 50% of area median,</i> <i>Low Income < or = 80% of area median, or</i> <i>Non-Low Income > 80% of area median</i> <i>The data in Section 7-a below is referring to the units reported about in Sections 8 above and Sections 1-3 previously.</i>			
7-a. Income Data for 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)			
1.			
2.			
3.			
and so on...			

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D. Program Objectives

* Work Tasks	Projected Yearly Total Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Schedule classes and activities	500			Monthly Class Activity Calendar
Record registration information	100			Registration Form
Record participation in activities	1,500			Monthly Participation Form
Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours	118			Monthly Volunteer Form
Quarterly Progress Reports and Final Beneficiary Data Report	Minimum 4 Progress Reports			Reports and invoices with supporting documentation

*** Work Tasks as listed in the Exhibit C (Project Timeline) of the Agreement.**

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
45th Year Program

Contract Period: _____ **to** _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

 Signature and Title of Authorized Official Date

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RESOLUTION 2020-01

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GRANT AGREEMENT FOR THE FUNDING OF \$18,507.00 THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019/2020 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 \$55,623.00 TO COVER THE REMAINING COSTS OF THE PROGRAM; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) is eligible to receive \$18,507.00 in grant funding through the Broward County Community Development Block Grant Program for Fiscal Year 2019/2020 (“Grant”); and

WHEREAS, in order to receive the Grant funds, the Town is required to execute an agreement with Broward County for the funding and administration of the 45th Year Community Development Block Grant (“Agreement”) for the Town’s Senior Center Activities Program (“Program”); and

WHEREAS, the total cost of the Program is \$74,130, and the Town is required to provide \$55,623 of its own funds to cover the remaining costs of the Program; and

WHEREAS, the Grant will enable the Town to continue its effort to improve the Program for the residents of the Town.

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

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

Section 2. Agreement Approved. The 45th Year Community Development Block Grant Agreement with Broward County, in the form attached hereto as Exhibit “A,” is hereby approved.

Section 3. Authorization of Agreement. The Town Manager is hereby authorized to execute the Agreement between Broward County and the Town in the form attached hereto as

Exhibit "A" for Grant funding in the amount of \$18,507.00 for the Program for fiscal year 2019/2020 under the 45th Year Community Development Block Grant Program.

Section 4. Authorization of Funds. The Town is hereby authorized to expend Town funds in the amount of \$55,623.00 to cover the remaining costs of the Program.

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 _____ day of _____, 2020.

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 14, 2020

Submitted by: Neysa Herrera

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

2020-04 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A LIMITED SUSPENSION OF ITS ENFORCEMENT OF THE PROHIBITION AGAINST DOGS ON THE BEACH AS SPECIFIED HEREIN, WHILE CONSIDERING OPTIONS FOR LEGALIZATION; ESTABLISHING THE SCOPE OF THE TRIAL DOG BEACH AND AUTHORIZING TOWN STAFF TO REFRAIN FROM ENFORCING AGAINST CONDUCT THAT CONFORMS WITH THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)

Explanation: On December 10, 2019, the Lauderdale-By-The-Sea Town Commission held a public workshop to discuss the possibility of having a dog beach in the Town. Sections 4-32 and 5-24 of the Town Code of Ordinances ("Town Code") prohibit dogs on the beach unless they are service animals with disabled people. Other cities have set aside areas of their beaches at certain times and on certain days for persons to bring their dogs to the beach in conformance with specified rules and regulations ("Dog Beaches"). A sampling of such rules from other cities was presented and considered by the Town Commission, and the public provided input on the idea. Following discussion, the Commission requested an agenda item establishing a trial period for a dog beach ("Trial Dog Beach") in the Town for discussion and potential action.

Staff recommends the Town Commission consider the attached Resolution, which authorizes Town staff not to enforce Sections 4-32 and 5-24 at the Trial Dog Beach to the extent authorized by the Resolution, and specifies that all other requirements of the Town Code shall be enforced. The Resolution proposes that the Trial Dog Beach last from February 1 through September 30, 2020. This time period provides adequate time to learn from the Trial Dog Beach and to process an ordinance changing the Code if the Town Commission decides it wants to create a permanent dog beach.

The Resolution establishes a Trial Dog Beach and sets forth key rules and regulations, while authorizing the Town Manager to establish additional rules and regulations that he deems appropriate:

Rules and Regulations for LBTS Trial Dog Beach

- Dogs are only permitted on the designated Trial Dog Beach, as shown in Exhibit B. This area is accessible by the Palm Avenue Portal and includes the Town beach from centerline of Palm Avenue to a boundary located 100 yards to the north.
- Dogs are permitted on the designated Trial Dog Beach daily from 6:00 a.m. to 10:00 a.m. Dogs must be leashed.
- All dogs must be current on all vaccinations and licenses, and otherwise remain in compliance with Chapter 4 of the Town Code of Ordinances.
- Owners must always stay with and be responsible for their dogs. Aggressive dogs will be requested to leave.

- Dog owners shall be responsible for disposing of all fecal matter deposited by their dog.
- Dog owners shall be responsible to fill any holes their dog may dig.
- Dogs shall not create a nuisance by causing any form of disturbance such as excessive barking or any similar conduct.
- No more than three (3) dogs per person are permitted.
- Dogs in estrus (heat), ill, or with internal or external parasites are not allowed.
- Children under 13 years old must be accompanied by an adult when visiting the Trial Dog Beach.
- Violation of these rules may lead to the violator being removed from the designated area and the violator's right to participate in the Trial Dog Beach being suspended.

Should this Trial Dog Beach be approved, staff will develop temporary signage and prepare to launch it on February 1. Staff will also present an ordinance for first reading at the September 2020 Commission meeting to allow the Commission to consider establishing a Dog Beach on a permanent basis.

Recommendation:

Staff recommends the Town Commission approve the Resolution establishing a Trial Dog Beach in the Town, and authorizing Town staff to refrain from enforcing against conduct that conforms with the rules and regulations of the Trial Dog Beach in the Resolution as well as any additional rules and regulations deemed appropriate by the Town Manager.

Attachments:

1. Resolution 2020-04
2. Aerial photo of designated area

RESOLUTION NO. 2020-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A LIMITED SUSPENSION OF ITS ENFORCEMENT OF THE PROHIBITION AGAINST DOGS ON THE BEACH AS SPECIFIED HEREIN, WHILE CONSIDERING OPTIONS FOR LEGALIZATION; ESTABLISHING THE SCOPE OF THE TRIAL DOG BEACH AND AUTHORIZING TOWN STAFF TO REFRAIN FROM ENFORCING AGAINST CONDUCT THAT CONFORMS WITH THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town wishes to establish a limited suspension of its enforcement of the prohibition against dogs on the beach in the Town, while considering options for legalization of a permanent dog beach; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea, Florida ("Town Commission") finds it to be in the best interest of the Town to establish a trial dog beach in the Town by establishing key rules and regulations and the dates, times and locations where the enforcement of the prohibition will be temporarily suspended, authorizing additional rules and regulations to be established by the Town Manager, and authorizing Town staff to refrain from enforcing the Code against conduct that conforms with this Resolution.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2. Trial Dog Beach Established. The Town Commission hereby establishes a trial dog beach to be located at, during the hours, for the period of time, and under the conditions established herein ("Trial Dog Beach"). Persons who bring dogs to the beach in conformance with the requirements of this Resolution will not be subject to enforcement of Sections 4-32 and 5-24 of the Town Code of Ordinances ("Town Code") for the period that this Resolution remains in effect.

Section 3. Trial Dog Beach Rules and Regulations. Dogs are only permitted on the Trial Dog Beach, and the following rules and regulations are hereby implemented for the Trial Dog Beach:

1. *Location of Trial Dog Beach:* Accessed from Palm Avenue Portal. Includes the Town beach measured from an east-west line extended from the centerline of Palm Avenue into the Atlantic Ocean to an east-west line 100 yards to the north.
2. *Duration of Trial Dog Beach:* From February 1, 2020 through September 30, 2020.
3. *Hours/Days of Week:* From 6:00 am to 10:00 am, seven days a week.

1 4. *Holidays*. The Trial Dog Beach remains in effect on any holidays that may fall within
2 these days and times.

3 5. *Other Laws*: All other requirements in Chapter 4 of the Town Code of Ordinances,
4 including but not limited to the requirement to keep a dog on a leash and to remove excrement,
5 remain in force and shall be enforced on the Trial Dog Beach.

6 6. *Other Regulations*: The Town Manager may specify other rules and regulations deemed
7 appropriate for the Trial Dog Beach. Persons must comply with these rules and regulations in order
8 to participate in the Trial Dog Beach.

9
10 **Section 4. Authorization to Allow Trial Dog Beach.** The Town Commission hereby
11 authorizes Town staff to refrain from enforcing Sections 4-32 and 5-24 of the Town Code against
12 persons whose conduct conforms to the rules and regulations of the Trial Dog Beach established
13 and authorized herein. All other requirements of the Town Code remain in effect and shall be
14 enforced.

15
16 **Section 5. Implementation.** The appropriate Town officials are authorized take any
17 necessary action to effectuate the intent of this Resolution.

18
19 **Section 6. Conflicts.** All prior resolutions or parts thereof in conflict herewith are
20 repealed to the extent of such conflict.

21
22 **Section 7. Severability.** If any clause, section, other part or application of this
23 Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part
24 or application, it shall not affect the validity of the remaining portions or applications of this
25 Resolution.

26
27 **Section 8. Effective Date.** This Resolution shall take effect immediately upon
28 adoption.

Passed on this _____ day of January, 2020.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Exhibit B: Designated Trial Dog Beach Area





Town Commission Agenda Item Report

Meeting Date: January 14, 2020

Submitted by: Buz Oldaker

Submitting Department: Commission

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2020-05 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

The Florida League of Cities has asked its members to express their opposition to Senate Bill 1128. This bill, like many over the past several years, proposes to preempt local government power to regulate vacation rentals or short-term rentals. The attached resolution is similar to past resolutions adopted by the Town Commission, expressing concern over the impact of vacation rentals on the community and opposing further limits on local regulatory power.

Recommendation:

Pass and adopt Resolution 2020-05

Attachments:

1. Resolution 2020-05

RESOLUTION NO. 2020-05

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

WHEREAS, Florida Statute Sections 509.032(7) and 509.242(1)(c) provide that local laws, ordinances, or regulations may not prohibit vacation rentals or regulate the duration and frequency of rental of vacation rentals of four or fewer dwelling units; and

WHEREAS, the Town Commission found that vacation rentals have unmitigatable adverse impacts on surrounding neighborhoods including, but not limited to, increased noise, garbage, litter and traffic changes to the private residential character of the neighborhood, the uncertainty and instability of the identity of the occupants of neighboring properties, a decline in the shared sense of community, and increased demands on water and wastewater, and on code enforcement, police, fire and emergency services, and adopted regulations to address vacation rental uses of single family and townhouse dwellings in 2009, prior to the adoption of the statutory preemption; and

WHEREAS, the Town Commission also adopted short term rental regulations of duplexes, triplexes and quadplexes that are consistent with the current Florida Statutes in 2017; and

WHEREAS, maintenance of the character and integrity of residential neighborhoods is an essential local government purpose implemented through local zoning regulations, representing a substantial local governmental interest; and

29 **WHEREAS**, short rental periods of a few days to transient occupants is a use that is
30 more commercial in nature, that is best accommodated by uses other than single family and low-
31 intensity multi-family residential development; and

32 **WHEREAS**, local government regulation of vacation rentals protects visitors and
33 surrounding residents throughout Florida; and

34 **WHEREAS**, 2019 CS/CS/House Bill 987 sought to preempt local regulation or
35 prohibition of vacation and short term rentals, which would remove the protection of
36 grandfathered regulations such as the Town's, and require any existing or future ordinance
37 (including noise, trash, parking, etc.) to apply to all residential properties regardless of how the
38 property is being used, so that the Town could no longer enforce its minimum stay requirement
39 or impose occupancy, licensing, and inspection rules specific to vacation or short term rentals,
40 and also would create a process where cities would be forced to provide clear and convincing
41 evidence that their ordinances complied with the Bill; and

42 **WHEREAS**, the Town adopted a resolution in March 2019 opposing 2019 CS/CS/House
43 Bill 987, and it died on the calendar on May 3, 2019; and

44 **WHEREAS**, on December 4, 2019, Senate Bill 1128 was filed, and is substantially
45 similar 2019 CS/CS/House Bill 987 in preempting local regulation or prohibition of vacation and
46 short term rentals; and

47 **WHEREAS**, on December 19, 2019, House Bill 1011 was filed, as a companion Bill
48 with identical preemptions to Senate Bill 1128; and

49 **WHEREAS**, the Town Commission finds it to be in the best interest of the residents of
50 the Town to oppose Senate Bill 1128 and House Bill 1011 and urge the Florida Legislature and

the Governor to oppose Senate Bill 1128, House Bill 1011, and any legislation which infringes on local governments' home rule authority or in any way restricts local government's ability to regulate vacation rental uses within their neighborhoods – a uniquely local function.

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

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

Section 2. Finding. The Town Commission finds:

1. That the use of residential properties for transient vacation rental occupancy has had profound and negative impacts on the character and stability of our residential neighborhoods; and
2. That regulation of land use issues, particularly at the local neighborhood level, is a function best suited to the local governments who are uniquely situated to understand the individual and collective needs of their residents; and
3. That Senate Bill 1128 and House Bill 1011 infringe on the Town's home rule authority.

Section 3. Commission Action Opposing Senate Bill 1128 and House Bill 1011. The Town Commission urges the State Administration and Florida Legislature to oppose Senate Bill 1128, House Bill 1011, and any legislation which infringes on local governments' home rule authority.

Section 4. Distribution. The Town Clerk is directed to distribute this Resolution to the Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida League of Cities, the Florida Association of Counties, the Florida City County Management

Association, Board of County Commissioners for Broward County, the Broward County League of Cities, the Broward Legislative Delegation, and each of the municipalities in Broward County.

Section 5. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of January, 2020.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney