



Town Commission

NOTICE OF VIRTUAL TOWN COMMISSION MEETING

Pursuant to the Town's Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, January 12, 2021, at 6:30 p.m. and broadcast from Town Hall.

The January 12, 2021 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

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

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by January 12, 2021 5:00 pm of your desire to speak during a live virtual meeting.

Please provide us with your name email address and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk.

When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.

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

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

Jarvis Hall 4505 N. Ocean Drive

Virtual Town Commission Meeting

Virtual Town Commission Meeting

Tuesday, January 12, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Rabbi Benzion Singer

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR November & December 2020 Report (Chief Brooke Liddle, AMR)
[CoverPage.pdf](#)
[AMR LBTS Times 11-2020.pdf](#)
[AMR LBTS Times 12-2020.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report (Neysa Herrera, Assistant to the Town Manager)
[CoverPage - TM.pdf](#)
[Annual Sewer Rate Adjustment Notice from City of Pompano.pdf](#)
[Letter to FDOT re A1A & Hibiscus Crosswalk Improvements.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. December 8, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)
[CoverPage.pdf](#)
[120820 LBTS Commission 1st draft minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a. El Mar Design (Linda Connors, Development Services Department)
[CoverPsge.pdf](#)
[Ex1 Green Book Design Standards.pdf](#)
[Ex 2 Proposed Options.pdf](#)
[Ex3 El Mar Streetscape Survey Data v2.pdf](#)
[Ex4 Public Comments 1_06_21.pdf](#)

13. NEW BUSINESS

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

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

[CoverPage.pdf](#)

[46th_Yr_CDBG_Agmt_Senior_Center.PDF.pdf](#)

[Reso 2020-02 - 46th year CDBG Agreement \(003\).pdf](#)

18. QUASI JUDICIAL PUBLIC HEARING

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to 3 three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

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

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



Town Commission Agenda Item Report

Meeting Date: January 12, 2021

Submitted By: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

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

Explanation:

November & December 2020 Reports

Recommendation:

Accept/Approve

Attachments:

1. November 2020 Report
2. December 2020 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
11/3/2020	4500 BLK N Ocean Dr	22:15:00	22:15:50	22:15:50	0:00:50
11/13/2020	4300 BLK N Ocean Dr	21:46:54	21:47:06	21:48:07	0:01:13
11/20/2020	4500 BLK N Ocean Dr	15:05:21	15:05:27	15:06:46	0:01:25
11/21/2020	4500 BLK N Ocean Dr	11:10:09	11:10:28	11:11:35	0:01:26
11/24/2020	3900 BLK N Ocean Dr	15:58:43	16:00:14	16:00:20	0:01:37
11/3/2020	100 BLK Commercial Blvd	14:10:56	14:11:11	14:12:37	0:01:41
11/5/2020	200 BLK Commercial Blvd	18:02:58	18:03:03	18:04:55	0:01:57
11/9/2020	200 BLK Commercial Blvd	18:44:06	18:44:16	18:46:04	0:01:58
11/18/2020	4400 BLK N Ocean Dr	00:21:34	00:21:48	00:23:32	0:01:58
11/10/2020	El Mar Dr/Commercial Blvd	18:03:31	18:03:35	18:05:37	0:02:06
11/9/2020	4900 BLK N Ocean Blvd	10:21:46	10:22:28	10:23:54	0:02:08
11/11/2020	4200 BLK N Ocean Dr	12:00:11	12:00:30	12:02:32	0:02:21
11/16/2020	4600 BLK N Ocean Dr	22:44:03	22:44:16	22:46:24	0:02:21
11/9/2020	1900 BLK S Ocean Blvd	16:49:56	16:50:13	16:52:18	0:02:22
11/11/2020	5100 BLK N Ocean Blvd	05:27:18	05:27:28	05:29:41	0:02:23
11/29/2020	100 BLK Commercial Blvd	20:02:02	20:02:19	20:04:28	0:02:26
11/1/2020	4900 BLK N Ocean Blvd	19:39:09	19:40:20	19:41:48	0:02:39

11/7/2020	200 BLK Pine Ave	10:29:13	10:29:26	10:31:54
11/22/2020	1500 BLK S Ocean Blvd	09:09:28	09:09:38	09:12:10
11/24/2020	10300 BLK Nuvista Ave	15:32:19	15:32:58	15:35:02
11/29/2020	4100 BLK Bougainvilla Dr	09:41:08	09:41:26	09:43:54
11/24/2020	3900 BLK N Ocean Dr	07:10:19	07:10:26	07:13:10
11/26/2020	4400 BLK W Trade Winds Ave	14:22:23	14:22:39	14:25:16
11/1/2020	2000 BLK S Ocean Blvd	12:50:50	12:50:59	12:53:46
11/20/2020	4300 BLK N Ocean Dr	22:17:15	22:17:29	22:20:11
11/30/2020	4400 BLK El Mar Dr	04:17:31	04:18:34	04:20:27
11/20/2020	5400 BLK N Ocean Blvd	19:26:29	19:26:44	19:29:30
11/30/2020	4500 BLK Poinciana St	17:17:17	17:18:15	17:20:18
11/2/2020	3900 BLK N Ocean Dr	15:00:59	15:03:58	15:04:01
11/27/2020	200 BLK Capri Ave	00:14:47	00:14:52	00:17:50
11/14/2020	4100 BLK El Mar Dr	23:10:20	23:10:26	23:13:30
11/17/2020	100 BLK Commercial Blvd	17:41:24	17:41:28	17:44:35
11/22/2020	4600 BLK El Mar Dr	21:55:51	21:56:02	21:59:03
11/30/2020	200 BLK Commercial Blvd	15:14:45	15:15:40	15:17:59
11/17/2020	1400 BLK S Ocean Blvd	09:00:20	09:00:34	09:03:35
11/21/2020	1500 BLK S Ocean Blvd	07:23:01	07:23:18	07:26:17

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11/6/2020	4600 BLK Bougainvilla Dr	05:58:08	05:58:24	06:01:24
11/12/2020	4300 BLK Bougainvilla Dr	18:23:39	18:24:40	18:26:56
11/23/2020	4100 BLK Bougainvilla Dr	14:15:14	14:15:27	14:18:36
11/10/2020	1400 BLK S Ocean Blvd	20:40:59	20:41:16	20:44:23
11/15/2020	4200 BLK N Ocean Dr	18:37:57	18:38:49	18:41:21
11/24/2020	5100 BLK N Ocean Blvd	17:15:27	17:16:36	17:18:59
11/14/2020	4600 BLK Poinciana St	22:10:31	22:11:13	22:14:03
11/6/2020	4500 BLK Poinciana St	08:23:09	08:24:55	08:26:46
11/3/2020	Commercial Blvd/Bougainvilla Dr	14:29:09	14:32:42	14:32:47
11/9/2020	5200 BLK N Ocean Blvd	13:41:46	13:43:32	13:45:30
11/1/2020	4400 BLK N Ocean Dr	02:41:44	02:43:55	02:45:30
11/3/2020	1500 BLK S Ocean Blvd	10:09:53	10:11:02	10:13:41
11/30/2020	4900 BLK N Ocean Blvd	09:02:21	09:03:48	09:06:10
11/9/2020	4600 BLK Bougainvilla Dr	19:17:05	19:17:18	19:20:54
11/19/2020	N Ocean Blvd / Flamingo Ave	07:45:06	07:46:28	07:48:58
11/10/2020	1500 BLK S Ocean Blvd	10:37:46	10:38:01	10:41:39
11/30/2020	3900 BLK N Ocean Dr	02:10:11	02:10:24	02:14:05

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11/9/2020	5000 BLK N Ocean Blvd	21:33:12	21:36:44	21:37:13
11/13/2020	1900 BLK E Terra Mar Dr	21:29:02	21:33:04	21:33:07
11/11/2020	4000 BLK N Ocean Dr	18:51:34	18:51:50	18:55:51
11/13/2020	1900 BLK S Ocean Blvd	17:09:44	17:10:00	17:14:04
11/17/2020	Washingtonia Ave/N Ocean Dr	08:02:40	08:03:17	08:07:01
11/18/2020	1400 BLK S Ocean Blvd	21:42:00	21:43:14	21:46:37
11/24/2020	4100 BLK El Mar Dr	08:33:30	08:35:24	08:38:07
11/1/2020	200 BLK Hibiscus Ave	09:40:58	09:41:37	09:45:41
11/19/2020	4500 BLK Seagrape Dr	12:32:12	12:33:09	12:36:58
11/1/2020	200 BLK Commercial Blvd	23:25:08	23:25:53	23:29:56
11/26/2020	200 BLK Capri Ave	23:46:51	23:47:03	23:51:42
11/25/2020	1400 BLK S Ocean Blvd	22:54:45	22:55:08	22:59:45
11/2/2020	200 BLK Pine Ave	23:29:12	23:30:47	23:34:13
11/25/2020	1600 BLK S Ocean Blvd	11:19:47	11:20:23	11:25:34
11/7/2020	1400 BLK S Ocean Blvd	22:58:33	23:00:41	23:04:38
11/2/2020	4900 BLK N Ocean Blvd	18:51:45	18:53:17	18:55:32
11/2/2020	4600 BLK El Mar Dr	04:12:01	04:14:21	04:16:05
11/3/2020	1400 BLK S Ocean Blvd	17:13:30	17:17:18	17:17:56

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11/4/2020	100 BLK Commercial Blvd	14:13:39	14:16:00	14:16:00
11/4/2020	5100 BLK N Ocean Blvd	08:19:21	08:20:45	08:22:43
11/10/2020	5400 BLK N Ocean Blvd	08:13:53	08:15:38	08:17:09
11/10/2020	Datura Ave / N Ocean Dr	21:39:30	21:41:47	21:43:24
11/16/2020	6000 BLK N Ocean Blvd	09:35:14	09:37:55	09:37:56
11/16/2020	4500 BLK Bougainvilla Dr	20:22:44	20:24:46	20:25:51
11/16/2020	200 BLK Codrington Dr	08:39:37	08:41:55	08:43:18
11/16/2020	5100 BLK N Ocean Blvd	17:38:42	17:40:24	17:42:44
11/19/2020	N Ocean Dr / Commercial Blvd	16:17:15	16:19:38	16:19:49
11/20/2020	4500 BLK N Ocean Dr	12:14:17	12:17:49	12:17:51
11/22/2020	4500 BLK N Ocean Dr	15:02:08	15:06:33	15:06:48
11/27/2020	4400 BLK El Mar Dr	18:03:11	18:06:32	18:07:14
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Response Date	Address	Dispatched	Enroute	On Scene	Response Time
12/1/2020	263 Harbor Dr	18:35:11	18:40:11	18:40:18	00:05:07
12/2/2020	2000 S Ocean Blvd	10:46:07	10:46:13	10:48:59	
12/2/2020	4001 N Ocean Dr	13:35:33	13:35:45	13:38:23	00:02:52
12/2/2020	4405 N Ocean Dr	14:44:33	14:44:49	14:46:41	00:02:50
12/3/2020	238 Hibiscus Ave	07:13:17	07:13:27	07:17:20	00:02:08
12/3/2020	5400 N Ocean Blvd	23:02:58	23:04:28	23:07:23	00:04:03
12/4/2020	4235 N Ocean Dr	00:40:28	00:41:47	00:43:24	00:04:25
12/4/2020	4900 N Ocean Blvd	02:38:53	02:41:09	02:42:37	00:02:56
12/4/2020	5400 N Ocean Blvd	09:57:46	09:57:58	10:00:08	00:03:44
12/4/2020	1620 S Ocean Blvd	18:36:38	18:36:59	18:40:04	00:02:22
12/4/2020	2 Commercial Blvd	21:41:44	21:42:00	21:44:45	00:03:26
12/5/2020	1481 S Ocean Blvd	14:08:04	14:08:09	14:11:52	00:03:01
12/6/2020	4554 Seagrape Dr	13:19:03	13:19:08	13:21:45	00:03:48
12/7/2020	4544 Poinciana St	07:31:11	07:31:24	07:34:09	00:02:42
12/7/2020	4320 El Mar Dr	09:25:33	09:27:26	09:27:46	00:02:58
12/7/2020	1500 S Ocean Blvd	11:03:19	11:03:56	11:07:05	00:02:13
12/7/2020	263 Harbor Dr	14:38:14	14:40:07	14:43:33	00:03:46
12/7/2020	264 Neptune Ave	16:37:53	16:38:07	16:40:07	00:05:19
12/8/2020	4628 N Ocean Dr	03:21:40	03:23:49	03:24:34	00:02:14
					00:02:54

12/9/2020	1940 E Terra Mar Dr	06:24:47	06:25:31	06:29:22
12/9/2020	4312 N Ocean Dr	14:14:36	14:15:13	14:16:31
12/9/2020	276 Commercial Blvd	16:18:16	16:21:16	16:21:32
12/9/2020	101 E Commercial Blvd	18:06:45	18:07:40	18:09:25
12/10/2020	6001 N Ocean Dr	12:15:29	12:15:45	12:19:38
12/10/2020	2000 S Ocean Blvd	23:51:53	23:52:05	23:53:34
12/11/2020	4400 El Mar Dr	18:28:20	18:28:41	18:30:51
12/12/2020	4628 N Ocean Dr	05:02:25	05:02:45	05:05:46
12/13/2020	4604 Bougainvilla Dr	14:32:06	14:35:08	14:35:10
12/13/2020	4513 N Ocean Dr	16:41:11	16:41:28	16:41:31
12/14/2020	1398 S Ocean Blvd	04:50:22	04:51:49	04:55:44
12/14/2020	5100 N Ocean Blvd	11:28:15	11:28:33	11:30:19
12/14/2020	2081 Blue Water Ter S	12:28:20	12:28:31	12:30:47
12/14/2020	Commercial Blvd / N Ocean Dr	12:56:24	12:56:28	12:57:33
12/14/2020	1755 E Terra Mar Dr	15:30:42	15:30:45	15:31:41
12/14/2020	Datura Ave / N Ocean Dr	23:58:53	23:59:09	00:02:34
12/15/2020	1480 S Ocean Blvd	23:13:00	23:14:14	23:18:21
12/16/2020	1717 S Ocean Blvd	16:37:23	16:37:35	16:40:20
12/16/2020	1900 S Ocean Blvd	21:51:11	21:51:26	21:55:08

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12/17/2020	4050 N Ocean Dr	07:16:30	07:16:44	07:18:50	00:02:20
12/17/2020	1800 S Ocean Blvd	15:57:11	15:57:15	15:59:44	00:02:33
12/18/2020	1949 E Terra Mar Dr	16:12:39	16:12:54	16:17:20	00:04:41
12/18/2020	N Ocean Dr / Hibiscus Ave	16:53:32	16:53:45	16:55:10	00:01:38
12/18/2020	241 Lombardy Ave	22:11:24	22:12:20	22:15:22	00:03:58
12/19/2020	Washingtonia Ave / N Ocean Dr	07:29:51	07:31:44	07:31:55	00:02:04
12/19/2020	1800 S Ocean Blvd	08:06:56	08:07:12	08:08:15	00:01:19
12/19/2020	1941 Blue Water Ter S	12:23:22	12:23:32	12:26:27	00:03:05
12/19/2020	1530 S Ocean Blvd	17:26:00	17:26:33	17:31:32	00:05:32
12/20/2020	4653 Poinciana St	06:00:15	06:00:32	06:03:46	00:03:31
12/21/2020	5100 N Ocean Blvd	03:10:15	03:10:30	03:13:36	00:03:21
12/21/2020	3900 N Ocean Dr	10:59:22	10:59:43	11:01:41	00:02:19
12/21/2020	5400 N Ocean Blvd	18:44:22	18:45:11	18:46:55	00:02:33
12/21/2020	1900 Oceanwalk Ln	21:48:02	21:48:42	21:52:54	00:04:52
12/23/2020	236 Neptune Ave	10:25:12	10:25:25	10:27:13	00:02:01
12/23/2020	1 Commercial Blvd	11:38:50	11:40:52	11:41:08	00:02:18
12/23/2020	4510 El Mar Dr	12:32:07	12:33:33	12:33:35	00:01:28
12/23/2020	232 Codrington Dr	13:22:53	13:22:59	13:25:15	00:02:22
12/23/2020	2 Commercial Blvd	13:36:10	13:36:17	13:37:45	00:01:35

12/23/2020	4521 N Ocean Dr	17:19:13	17:19:19	17:20:53
12/24/2020	4513 N Ocean Dr	16:32:37	16:32:48	16:32:52
12/25/2020	2000 S Ocean Blvd	09:33:36	09:33:52	09:36:02
12/25/2020	1900 S Ocean Blvd	13:55:21	13:55:32	14:00:04
12/25/2020	Pine Ave / N Ocean Blvd	15:57:06	15:57:17	15:59:18
12/25/2020	1900 S Ocean Blvd	17:11:57	17:12:16	17:17:04
12/26/2020	1920 Coral Reef Dr	02:01:39	02:01:46	02:07:07
12/26/2020	Commercial Blvd / N Ocean Dr	05:11:34	05:12:54	05:16:08
12/26/2020	236 Neptune Ave	08:30:58	08:31:12	08:33:57
12/26/2020	1800 S OCEAN BLVD	14:46:44	14:48:14	14:48:24
12/26/2020	1920 Coral Reef Dr	17:21:52	17:25:50	17:26:07
12/26/2020	12 Commercial Blvd	17:59:17	17:59:25	18:03:32
12/26/2020	1612 Bel-Air Ave	22:06:20	22:07:01	22:11:29
12/26/2020	N Ocean Dr / Pine Ave	23:11:42	23:12:14	23:14:20
12/27/2020	4633 N Ocean Dr	02:00:20	02:02:13	02:04:22
12/27/2020	4411 Seagrape Dr	09:54:26	09:54:37	09:54:43
12/27/2020	1600 S Ocean Blvd	12:30:36	12:30:46	12:33:22
12/28/2020	1620 S Ocean Blvd	12:20:31	12:20:43	12:24:24
12/28/2020	1770 S Ocean Blvd	14:14:40	14:14:57	14:16:10
12/30/2020	4417 El Mar Dr	09:44:20	09:45:44	09:46:25

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00:05:07

00:05:28

00:04:34

00:02:59

00:01:40

00:04:15

00:04:15

00:05:09

00:02:38

00:04:02

00:00:17

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00:03:53

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12/30/2020	1920 E Terra Mar Dr	13:37:52	13:37:59	13:40:48
12/31/2020	236 Neptune Ave	14:51:04	14:51:07	14:53:15
12/31/2020	4404 N Ocean Dr	15:43:33	15:45:13	15:46:00
12/31/2020	3900 N Ocean Dr	22:28:41	22:28:55	22:31:47
	6 min or less = 100%		Average =	

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3:01



Town Commission Agenda Item Report

Meeting Date: January 12, 2021

Submitted By: Neysa Herrera, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

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

Explanation:

COVID-19 Emergency Orders

On December 11th, Broward County Administrator, Bertha Henry, issued emergency order 20-29, the order establishes the adoption of the Broward Comprehensive Emergency Order (CEO), which can be found on the County's COVID-19 site: <https://www.broward.org/CoronaVirus/Pages/EmergencyOrders.aspx>. The CEO consolidates all the County's existing Emergency Orders into one document and supersedes and replaces all previously issued Broward County Emergency Orders.

Awards and Certifications

The Town received certification as a **Tree City USA** for the first time by the National Arbor Day Foundation. The Tree City USA program recognizes cities and town across the country with sound urban forestry management practices.

Finance Department Update

Broward County has processed a \$362,533.59 reimbursement payment under the Town of Lauderdale By the Sea's **CARES ACT** Interlocal Agreement (ILA). This payment represents partial payment of Reimbursement Request # 1 & 2. The Town's additional requests for reimbursement are being reviewed and once approved, the Town should receive an additional \$37,000.

In June 2020, the Town submitted an application to the **Florida Department of Law Enforcement (FDLE) FY2020 Coronavirus Emergency Supplemental Funding (CESF)** Program, requesting \$50,000 in grant monies pertaining to the prevention, preparation, and response to COVID-19. The Town has received the full amount requested.

The Town received a correspondence from the City of Pompano Beach related to the **sewer rate adjustment** for the 2021 calendar year. The notice outlines the following rates:

- \$28,285 monthly charge (15% decrease from 2020)
- \$2.110 volumetric rate per 1,000 gallons (7.3% decrease from 2020)

The fiscal year 2021 monthly amount will be effective January 1, 2021.

Pelican Hopper Update

Due to a substantial increase in ridership at the end of November, the Hopper's schedule has been extended to six days per week. The Monday through Saturday schedule provide essential service to the increased ridership. The Friday, Saturday evening, and Sunday schedules will not resume until further notice. The detour route is still in effect, which omits the route entering Terra Mar and detours up to Pompano's SE 12th Street which connects with their Green Route.

Development Services

Florida Statute 553.8 is a new requirement of the Florida Legislature for municipalities to post a **Building Permit and Inspection Utilization Report** on their websites by December 31, 2020. The Town completed this task and the report is available on our website in the document section: <https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/1606/Building-Permit-and-Inspection-Utilization-Final-Report>

This report highlights the direct and indirect costs incurred by the Town to enforce the Florida Building Code including staff costs, operating expenditures and expenses. The report also includes the number of permit applications applied and issues, inspections conducted and revenue derived from building permits and the balances carried forward.

On January 13th, Town Staff will meet at the **Anglin's Pier** with the Pompano Pier engineer. The purpose of this meeting is to discuss the benefits and challenges associated with the LBTS Fishing Pier.

Capital Improvement Projects

Construction of the **Terra Mar Drainage Improvements** continue to take place. Drainage has been installed and the trenches have been backfilled and temporarily patched. Roadway resurfacing, hardscape and landscape restorations will begin in January. This project is anticipated to be completed in March 2021.

Staff Continues to work with DOT on moving forward with plans to install rectangular rapid flashing beacons, inground flashing pavement indicators, and a special emphasis crosswalk to alert vehicular traffic to the **A1A/Hibiscus Crossing**. The next meeting with DOT staff is scheduled for the week of January 12th.

The Request for Qualifications (RFQ) documents for the construction of the **Palm Club-Septic-to-Sewer** project will be completed by Baxter & Woodman by the end of January. Staff will review these documents, once completed, the RFQ will be posted. The project is anticipated to begin in Spring 2021.

The Improvements to the **Visitors Center** are complete. Public Works Director, Ken Rubach, is coordinating a final walk-thru with the contractor to close out the project.

Other Projects

Since December 8th, Public Works Director, Ken Rubach, and his staff have completed the following **attention to detail projects**:

- Replaced shrubs in right of way in front of 4417 El Mar Drive
- Filled in holes around Seawall in Bel Air (safety concern)
- Added “NO Parking” signs in front of Driftwood Beach Club
- Replaced faded Pay Station stickers Town wide
- Replace globe on pedestrian light on A1A
- Replaced sidewalk electrical box cover on A1A
- Replaced pedestrian light shield at Friedt Park
- Replaced cooler vents for storage at Friedt Park
- Removed and installed poles and handicap signs by tennis courts
- Sprayed weeds and pavers on Commercial Blvd between A1A and Seagrape Drive
- Removed tree damaged from fallen streetlight

The **Town wide cameras** project has been completed with the exception of one location which should be addressed within the next month.

The **Fish Bike rack at the southwest corner of Commercial Boulevard and El Mar** was repainted with an epoxy and has been reinstalled.

The **Crosswalk System on Commercial Boulevard** must be completely replaced due to one component failing and the manufacturer being out of business. This crosswalk will be updated to the latest DOT standards including new audible and visual indicators to pedestrians to alert them when the crosswalk signal has been activated.

Staff continues to proactively inspect cleanouts Town wide for a proposed **upcoming lateral lining project** in FY 22.

Steve D'Oliveira, Public Information Officer, is working on the January, February, March, 2021 edition of **Town Topics**. The publication is expected to be delivered to residents over the weekend of January 15th.

New Businesses

We encourage residents and visitors to welcome the following businesses to our community and show their support:

Penny Fraser Photography is located at 255 Commercial Boulevard. The contemporary portrait photographer Penny Fraser specializes in glamour and boudoir portraits, maternity portraits, and headshots and branding photoshoots. Photography sessions take place on the beach or in studio.

Even Keel Fish Shack, the modern American seafood restaurant and raw bar previously located in Fort Lauderdale is relocating to Lauderdale-By-The-Sea. Their new address will be 112 Commercial Blvd, Suite A. Development Services Staff has been working with the owner on their business applications. The opening date is to be determined.

Events Update

The newly created **LBTS Merchants' Association** would like to thank the Commission for their support in making this year's **Shop Small** initiative a success for all who participated. The four Saturday promotion brought both new and returning shoppers to Town. The Chamber also supported the event with posts on their Facebook page and email to their members. Town supported the promotion by geo-targeting to a five-mile radius and to west Broward County the last two weeks. In total, the \$1900 ad investment (including the \$500 Assoc spend) and post boosts reached over 72,000 on Facebook and brought over 2800 clicks to discoverlbts.com, of which over 1300 were new visitors to the site.

Yoga-By-The-Sea will be back at El Prado Park starting Monday, January 18. The free class by local LBTS yoga instructor Tarvehale of Mind's Eye Day Spa in LBTS will take place on Monday (at the Park) and Thursday (on the beach) mornings at 7:30 am through April. Due to COVID-19, the outdoor classes will be limited to 40 people and the yogis will place cones to assist with spacing. Temperature checks and masks will also be required before setting up. No Mask - No Class.

The Commission approved the A1A Marathon special event application for two years in 2019, and thus the organizers of the 16th Annual race through LBTS have confirmed the race will be on Sunday, February 14th. They are expecting less than half the amount of marathon runners (600 approx.) this year.

New this year is the race starting at Fort Lauderdale beach and the turn-around for the full marathon to be in LBTS at the Washingtonia Avenue median (instead of going north to Hillsboro Inlet along A1A). The runners will also do two laps on El Mar from Palm Avenue to Washingtonia. With the course shortened in LBTS, they have requested a water stop to be in the grassy median on El Mar, just north of Palm Ave. The first participant is expected to be in LBTS by 6:15 AM and the last runner through at 11 AM.

Marketing Update

The new street banner art is ready to complement our existing "generic" banners to better promote Town's four major offerings: Play, Dine, Shop, Stay and also promote our tourism site, discoverlbts.com, which also uses the "charms" to promote each sector. We are continuing to build and enhance our distinction as a town by incorporating "Town of" in these and other promotional segments.

Recommendation:

Accept/Approve

December 09, 2020

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 2021 calendar year.

Your rates for calendar year 2021 will be:

\$ 28,285 monthly charge (15% decrease)
\$ 2.110 volumetric rate per 1,000 gallons (7.3% decrease)

The fiscal year 2021 monthly amount will be implemented effective with your January 1, 2021 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, Customer Service Manager



Date: December 7, 2020

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

Re: 2021 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 \$33,442 and a volumetric rate component of \$2.275 per 1,000 gallons of usage. These rates and charges were implemented beginning January 1, 2020.

Based on the City's FY 2021 budget, the updated treatment rates provided by Broward County, and the LBS true-up calculation based on actual costs incurred during FY 2020, the new LBS rates and charges for calendar year 2021, to be implemented beginning January 1, 2021, include a monthly fee of **\$28,285** and a volumetric rate of **\$2.110** 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 2020 and 2021. As shown in the comparison, the proposed monthly component is less than the prior year, and the volumetric component is less for 2021 due to several factors affecting the rates, as discussed below.

Fixed Charge Components

- Broward County's reserved capacity charge decreased significantly from approximately \$23,963 per month per MGD to \$21,360 (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 debt service associated with the City's revenue bonds, which funded sewer infrastructure to serve LBS (including the lift station and force main), was fully paid off towards the end of FY 2020. The contract between the City and LBS established a term for repayment for this infrastructure. Because the bonds were paid off, the City is removing the annual principal and interest associated with this infrastructure from the 2021 calculation. When reinvestment in capital is incurred for this infrastructure in the future, the City will reinstate this fixed charge.
- 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 2020 compared to the actual costs incurred by the City to serve LBS. The amount of the true-up calculated for FY 2020 increased from the amount calculated for FY 2019. The amount of the true-up for FY 2019 provided a credit to LBS of \$10,978 and the true-up for FY 2020 is an amount owed of \$3,000. As a result, the total amount of the Fixed Annual

Charge decreased from \$401,304 to \$339,418. The resulting monthly fee is \$28,285 (rounded to the nearest dollar), which is approximately 15% less than last year.

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 2021 for LS #12 allocated to LBS decreased by approximately 20% from FY 2020 to FY 2021, including the 25% surcharge. One reason for the decrease is the lower proportion of LBS electrical pumping costs compared to the City's total electrical pumping costs which is used to allocate several line items. In addition, compared to last year, actual LBS flows for FY 2020 were almost 6.0% higher, flows at LS #12 were 4 % higher, and the flow to Broward County increased by approximately 4%. The resulting calculated volumetric rate for LS #12 costs decreased by approximately 19.0%, from \$1.244 to \$1.007 per kgal.
- 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 decreased from \$2.275 to \$2.110 per 1,000 gallons, a decrease of approximately 7.3%.

In summary, the changes listed above result in a monthly fee of \$28,285 and a volumetric rate of \$2.110 per 1,000 gallons. Comparing these rates to the rates paid by LBS in 2020, LBS will experience a decrease of approximately 15% in the monthly charge and a 7.3% decrease in the volumetric rate paid to the City for wastewater service.

Comparison of Calculated Rates

Line		<u>FY 2020</u>	<u>FY 2021</u>	<u>% Change</u>
	Fixed Charge Components - Annual Cost (1)			
	<i>Availability Charge</i>			
1	Lift Station #12	\$ 17,923	\$ -	
2	A1A Force Main	16,942	-	
3	Broward County Reserved Capacity Charge	377,417	336,418	-10.86%
4	Broward County True-Up Charge (Prior Year)	-	-	
5	LBS True-Up from Prior Year	(10,978)	3,000	-127.33%
6	Subtotal: Fixed Annual Charges	\$ 401,304	\$ 339,418	
7	Calculated Monthly Charge	\$ 33,442	\$ 28,285	-15.42%
		25.4%	-15.4%	
	Volumetric Charge Components - Annual Cost (1)			
	<i>Lift Station #12 Costs</i>			
8	LS#12 Electrical	\$ 14,360	\$ 8,786	
9	LS#12 Chemical	66,909	68,126	
10	LS#12 Personnel Pumping	79,837	46,247	
11	LS#12 Other Pumping	9,470	11,074	
12	LS#12 Admin. & General Expense	14,436	14,203	
13	<i>Subtotal: Lift Station #12 Costs Before Surcharge</i>	<i>\$ 185,010</i>	<i>\$ 148,437</i>	<i>-19.77%</i>
14	Plus 25% Surcharge	\$ 46,253	\$ 37,109	
15	<i>Subtotal: Lift Station #12 Costs</i>	<i>\$ 231,263</i>	<i>\$ 185,547</i>	<i>-19.77%</i>
16	Estimated Flow (in kgal)	185,860	184,245	-0.87%
17	LS#12 Volumetric Rate (\$/kgal)	\$ 1.244	\$ 1.007	-19.06%
18	Broward County Rate	\$ 0.982	\$ 1.050	
19	Plus: IR&R Charge of 5%	0.049	0.053	
20	<i>Subtotal: Broward County Rate (\$/kgal)</i>	<i>1.031</i>	<i>1.103</i>	<i>6.98%</i>
21	Total Volumetric Rate per 1,000 gallons	\$ 2.275	\$ 2.110	-7.26%
		8.8%	-7.3%	
	Calculated Total Annual Cost			
22	Fixed Annual Charges	\$ 401,304	\$ 339,418	
23	Calculated Volumetric Charges	422,885	388,769	
24	Total: Calculated Annual Cost	\$ 824,189	\$ 728,188	-11.65%
25	All-In Volumetric Rate (\$/kgal)	\$ 4.434	\$ 3.952	-10.87%
	<i>(For Informational Purposes Only)</i>			

(1) See following pages for supporting detail

True-Up Calculation: Part I

City of Pompano Beach, FL
LBS Wholesale True-Up

Fixed Charge Components - Annual Cost

		Debt Assumptions			FY 2020
		Principal	Rate	Term	<i>Actual</i>
Line	Availability Charge				
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>				34,865
Broward County Reserved Capacity Charge					
4	Reserved Capacity Charge (From BC)				\$ 23,963
5	IR&R Adjustment	5.00%			1,198
6	Capacity Adjustment	1.25			6,290
7	<i>Subtotal: Monthly BC Reserved Capacity Charge</i>				377,417
8	LBS True-Up from Prior Year				(10,978)
9	Subtotal: Fixed Annual Charges				\$ 401,304
10	Calculated Monthly Charge				\$ 33,442

- (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 2020
		<i>Actual</i>
Volumetric Charge Components - Annual Cost		
Line	Inputs and Assumptions	
1	LBS Annual Flow (kgal)	187,048
2	Annual flow from L.S. #12 (kgal)	715,505
3	Total annual flow delivered to Broward County	5,457,473
4	Total Pumping Electrical Costs	437,624
5	L.S. #12 Electrical & Water Costs	41,598
<i>Allocation Percentages</i>		
6	Percent of LBS Flow to Annual L.S. #12 Flow (Line 1 / Line 2)	26.14%
7	Percent of L.S. #12 Flow to Annual Flow Delivered to B.C. (Line 2 / Line 3)	13.11%
8	Percent of LBS Flow to Annual Flow Delivered to B.C. (Line 3 / Line 1)	3.43%
9	Percentage Allocation of L.S. #12 Electrical Costs (Line 5 / Line 4)	9.51%
Wastewater Treatment Charge		
10	Broward County Rate	\$ 0.982
11	IR&R Charge (5%)	0.049
12	<i>Subtotal: Wastewater Treatment Charge</i>	1.031
13	Actual LBS Annual Flow (kgal)	187,048
14	Total Broward County Wastewater Charge to LBS	\$ 192,865
Lift Station #12 Costs		
<i>LS#12 Electrical</i>		
15	Total Pumping Electrical Costs	\$ 437,624
16	L.S. #12 Electrical Cost Allocation (Line 9)	9.51%
17	<i>Subtotal: LS#12 Electrical</i>	\$ 41,598
18	L.S. #12 LBS Flow Allocation (Line 6)	26.14%
19	<i>Subtotal: Allocated Electrical Costs</i>	\$ 10,875
<i>LS#12 Chemical</i>		
20	Actual LS#12 Chemical Costs	\$ 275,474
21	L.S. #12 LBS Flow Allocation (Line 6)	26.14%
22	<i>Subtotal: Annual Chemical Costs Allocated to LBS</i>	72,015
<i>LS#12 Personnel Pumping</i>		
23	Pumping Personnel Costs	\$ 1,292,795
24	Pumping Internal Services	539,475
25	<i>Subtotal: Personnel Pumping Costs</i>	1,832,270
26	L.S. #12 Electrical Cost Allocation (Line 9)	9.51%
27	<i>Subtotal: Allocated Personnel</i>	\$ 174,166
28	L.S. #12 LBS Flow Allocation (Line 6)	26.14%
29	<i>Subtotal: Allocated Personnel</i>	\$ 45,531

City of Pompano Beach, FL
LBS Wholesale True-Up

Volumetric Charge Components - Annual Cost (Continued)

FY 2020
Actual

<i>LS#12 Other Pumping</i>		
30	Other Pumping Costs (Excl. Personnel and Special Services)	\$ 150,983
31	Allocation of LBS Flow to Broward County (Line 7)	13.11%
32	Subtotal: Other Pumping Costs	\$ 19,795
33	L.S. #12 LBS Flow Allocation (Line 6)	26.14%
34	Subtotal: Allocated Other Pumping Costs	\$ 5,175
<i>LS#12 Admin. & General Expense</i>		
35	Wastewater Admin Costs (Less Electricity and Admin Svc Charge)	\$ 811,310
36	Total Pumping Expenses	2,489,946
37	Total Transmission Expenses	2,469,642
38	Subtotal: Pumping and Transmission Expenses	\$ 4,959,588
39	Pumping Expenses as % of Pumping and Tran	50.20%
40	Allocated Pumping Admin Costs (Line 35 x Line 39)	407,316
41	Allocation of LBS Flow to Broward County (Line 7)	13.11%
42	Allocation of Admin/Gen. Plant Costs to L.S. #12	53,401
43	L.S. #12 LBS Flow Allocation (Line 6)	26.14%
44	Annual Admin and General Plant Costs Allocated to LBS	13,960
45	Subtotal: LS #12 O&M Charge (Lines 19, 22, 29, 34, & 44)	\$ 147,555
46	Plus 25% Surcharge	36,889
47	Subtotal: Lift Station #12 Costs	\$ 184,444
48	Total Volume Charges (Line 47 + Line 14)	\$ 377,309
49	Total Actual Annual Cost to LBS	\$ 778,612
50	Less: Actual Revenues from LBS Collected During FY 2018	\$ 775,612
51	Additional Payment/(Credit)	\$ 3,000



THE TOWN OF
LAUDERDALE-BY-THE-SEA
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4200; Fax: 954-640-4236

December 15, 2020

Nadir Rodrigues, P.E., CPM
Traffic Services Program Engineer
District 4 Traffic Operations
Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
nadir.rodrigues@dot.state.fl.us

Re: A1A & Hibiscus Avenue Crosswalk Improvements

Dear Mr. Rodrigues,

In 2017, the Florida Department of Transportation ("FDOT") performed a traffic study at the intersection of A1A and Hibiscus Avenue (the "Study"), after which FDOT decided to install a crosswalk. At the time of the Study and installation of the crosswalk, the Town requested the installation of rectangular rapid flashing beacons ("RRFBs") with the crosswalk. FDOT determined that RRFBs were not required and denied the Town's request.

Since the installation of the crosswalk, which has been spear-headed by Vice-Mayor Oldaker based on extensive feedback from the neighborhood, the Town has received numerous concerns and feedback from Town residents about how the crosswalk was installed. Recently, after another request from the Town, FDOT agreed to allow the installation of the RRFBs at the Town's cost through a permit and maintenance memorandum of agreement ("MMOA"). Additionally, the Town requested installation of a decorative crosswalk and in-roadway lighting, like the FDOT project north of Pine Avenue in the Town (the RRFBs, decorative sidewalk, and roadway lighting, collectively the "Improvements"). When these Improvements are installed, the Town also requests that the signage currently installed at the crosswalk be relocated so that it is not obstructed by the existing light pole.

Due to limited resources, FDOT has advised that it would not be able to install RRFBs until Spring/Summer 2022 through their Pushbutton Contract. As such, FDOT suggested that the Town apply for a permit and install the Improvements itself. Ken Rubach, the Town Public Works Director, and Adolfo Prieto from FDOT have been working together to effectuate the Improvements. Mr. Prieto has advised that FDOT will work with the Town and the FDOT Permits office to expedite the permitting process. FDOT has advised that the next step is execution of an MMOA between the Town and FDOT, and that the Town would also be responsible for maintaining the Improvements. It is our understanding that FDOT will provide the Town with an MMOA or amendment to an existing MMOA within six months. Upon receipt and review of the MMOA, the Town will then prepare an item for Town Commission approval.



THE TOWN OF
LAUDERDALE-BY-THE-SEA
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4200; Fax: 954-640-4236

The Town is appreciative that FDOT has reconsidered the Town's requests for the Improvements, and looks forward to working with FDOT to have these Improvements implemented. Please advise if there is anything else FDOT needs from the Town to keep this process moving forward expeditiously.

Sincerely,

Bill Vance, Town Manager

cc: Ken Rubach, Public Works Director
Adolfo Prieto, Bike/Ped. Safety Traffic Specialist III



Town Commission Agenda Item Report

Meeting Date: January 12, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

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

Explanation:

Town Commission Meeting minutes for December 8, 2020

Recommendation:

Accept/Approve

Attachments:

1. December 8, 2020

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, December 8, 2020
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Assistant Town Attorney James White, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Town Engineer Jay Flynn, Special Projects Coordinator Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Commissioner Malkoon made a motion, seconded by Vice Mayor Oldaker, to excuse Commissioner Elliot Sokolow’s absence. Motion carried 4-0.

5. PRESENTATIONS

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

Mayor Vincent read a Proclamation recognizing January 15, 2021 as Arbor Day. Town Manager Bill Vance noted that the Town is pursuing recognition as a Tree City USA as identified by the National Arbor Day Foundation.

5.b Paula Mangano Proclamation

Mayor Vincent read a Proclamation in honor of longtime resident Paula Mangano, who recently celebrated her 100th birthday.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Allen read the following public comment:

- Barbara Cole, resident, spoke in opposition to the proposed El Mar Drive designs
- Stuart Dodd, resident, recommended lighting improvements, including lighting of pedestrian signage, on A1A
- Byron LaVan, resident, spoke in opposition to the proposed El Mar Drive designs
- Cynthia Mattia, resident, spoke in opposition to the proposed El Mar Drive designs

Resident Cristie Furth submitted public comment by video, and also stated her opposition to the proposed El Mar Drive designs.

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

7. PUBLIC SAFETY DISCUSSION

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

Vice Chair Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 4-0.

8. TOWN MANAGER REPORT

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

Assistant to the Town Manager Neysa Herrera reported that a request for qualifications (RFQ) for a comprehensive operations audit of the Town's Volunteer Fire Department has been posted on the Town's website and advertised in the *Sun-Sentinel*. Responses are expected by December 18, 2020, at 2 p.m.

In June 2020, the Town submitted an application for fiscal year (FY) 2020 Coronavirus Emergency Supplemental Funding for prevention, preparation, and response to the COVID-19 pandemic. The Town has received \$44,635 in these funds and expects approximately \$5000 in the near future.

The Town has budgeted \$75,000 for capital improvement projects in the FY 20-21 budget. Terra Mar drainage improvements began in the first week of November and are anticipated to be complete in spring 2021. Improvements to the Visitors' Center are currently underway.

Ongoing projects in the Town include:

- Clearance of a Stop sign in the Bel Air community
- Replacement of rusted signage in an alleyway beside the Beach Portal
- Replacement of a pole on Basin Drive
- Removal of dead palm tree on Imperial Lane
- Placed holiday lights on trees in the Plazas
- Straightened parking signage in front of Town Hall

Public restrooms continue to be cleaned three times per day to prevent the spread of COVID-19.

Community Center Manager Armilio Bien-Aime continues to provide online programming for residents and Senior Center members.

The Farmers' Market opened on Sunday, December 6, 2020. The Town is supporting this initiative with signage and logistical assistance.

The Lauderdale-By-The-Sea Merchants' Association "Shop Small" event continues every Saturday through December 19, 2020 from noon to 5 p.m. The public is encouraged to visit any small shops in the Town and enjoy special offers, events, and savings. A Christmas Ride-By-The-Sea was held on December 2, 2020.

The Florida Municipal Communications Association recently recognized the Town's reopening campaign for its outstanding social media content. The Town continues to promote its businesses and hotels through social media and digital campaigns.

Vice Mayor Oldaker noted that Broward County Commissioner Lamar Fisher recently made a \$5000 contribution to the Visitors' Center using funds remaining in his annual office budget. This contribution will help cover salary expenses.

Mayor Vincent advised that the Town had sent out a blast email encouraging residents to submit public comments in advance of the first January 2021 Commission meeting. This session is scheduled for January 6 from 5 p.m. to 8 p.m. There have been requests

for additional morning and afternoon hours to provide greater flexibility for residents to provide comments. He recommended that Town Manager Vance determine the best days on which to provide these opportunities.

8.b September 2020 Finance Report (Lucila Lang, Finance Director)

Finance Director Lucila Lang estimated that 99% of the Town's expenses for FY 2020 have been posted. After tonight's meeting, the audit for FY 2020 may begin.

Town Manager Vance advised that an Agenda Item for the Commission's January 12, 2021 meeting will address the \$1.6 million received as a result of successful negotiations regarding the removal of the Holiday Inn structure. He recalled that the Mayor and Vice Mayor had requested additional discussion of where these funds might be placed within Town reserves.

Vice Mayor Oldaker recalled that in FY 2019, the Town had transferred approximately \$698,000 to meet budget needs. He noted that Finance Director Lang's report shows a \$1 million surplus from FY 2019. If the \$698,000 is subtracted from this, the result is a smaller surplus. He proposed that there be discussion at the January 12, 2021 meeting of replenishing the Town's Parking Fund with the \$698,000, as it is not needed within the FY 2019 budget. He explained that since a surplus exists, his recommendation was for the Town to repay the Parking Fund for dollars moved into the General Fund.

Vice Mayor Oldaker concluded that he would defer additional discussion of this item to the January 12, 2021 meeting.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a October 27, 2020 Town Commission Ethics Training Minutes (Tedra Allen, Town Clerk)

10.b October 27, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

**10.c November 11, 2020 Town Commission Meeting Minutes (Tedra Allen,
Town Clerk)**

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve 10.a, 10.b, and 10.c. Motion carried 4-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

12.a Crosswalk at A1A & Hibiscus Discussion of Additional Signage (Ken Rubach, Municipal Services Director)

Municipal Services Director Ken Rubach recalled that in 2017, the Florida Department of Transportation (FDOT) performed a study to examine the need for additional warning lights at the crosswalk at A1A and Hibiscus Avenue. He had discussed the issue further with Town Staff and Vice Mayor Oldaker in 2018 and 2019, as FDOT had taken no action to improve lighting, although the Town expressed concern for the safety of pedestrians.

The crosswalk was planned to be constructed in April 2020 but was delayed due to the COVID-19 pandemic. Since October 2020, FDOT has indicated it is willing to make safety improvements to the crosswalk, including flashing beacon lights. The Town may install these lights, or may wait for FDOT to do so over a time frame of approximately two years.

The proposed flashing beacons would cost approximately \$20,000 to \$25,000. Provision of in-ground lighting would be another \$40,000 to \$45,000. Decorative pavement treatment would cost another \$10,000. Municipal Services Director Rubach estimated that the total would be between \$60,000 and \$80,000.

Vice Mayor Oldaker stated that the proposed lighting and pavement improvements are crucial due to the position of the crosswalk sign and a lack of signage on both sides of the street. He expressed concern with continued safety at the subject location, which sees heavy traffic on A1A, and suggested that Parking Fund dollars could be applied toward this project. Commissioner Malkoon added that he is also in favor of designating

the crosswalk path with a different pavement material in order to ensure that pedestrians see the path.

Municipal Services Director Rubach continued that FDOT is putting together a submittal package on the Town's behalf. He characterized current FDOT staff as receptive to the Town's request. He will continue to discuss this issue with them on a weekly basis and provide the Town Manager with updates. Permits are typically approved within a 90-day time frame, although FDOT staff hopes to speed up this process. Legal negotiations between FDOT and the Town may also take up to 180 days.

13. NEW BUSINESS

13.a Auditor Selection Committee Ranking of Audit Firms (Lucila Lang, Finance Director / Tedra Allen, Town Clerk)

Finance Director Lang advised that the Town issued a request for proposal (RFP) for audit and financial analysis services and obtained information from four Certified Public Accountant (CPA) firms. The Audit Selection Committee, which consisted of the Town's Audit Committee as well as Vice Mayor Oldaker, ranked the firms and made a recommendation in favor of Grau and Associates.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to direct the Town Manager and Town Attorney to draft an agreement with Grau and Associates for the Commission's review and approval. Motion carried 4-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon encouraged residents to attend the Shop Small events sponsored by the Town's Merchants' Association.

Commissioner Strauss congratulated Special Projects Coordinator Debbie Hime on the recent successful "drive-by" Christmas-By-The-Sea event. He encouraged residents to shop and eat locally and wear masks. He also spoke in favor of placing cigarette receptacles on the Town's beaches. He concluded that a number of residents have proposed a dog park area behind City Hall, and he plans to discuss this possibility further with the Town Manager.

Vice Mayor Oldaker advised that he will raise the topic of the Town's finances for further discussion at the January 12, 2021 meeting. He noted that the Town has met with

Broward County Commissioner Lamar Fisher regarding boat traffic on the Intracoastal Waterway to discuss potential ways to more effectively regulate boat speeds.

Mayor Vincent thanked the Commission for their support during the ongoing COVID-19 crisis and meeting the challenges it has presented throughout the year. The Broward County mayors continue to participate in conference calls to discuss the situation and do not anticipate further restrictions at this time; however, because more public events are being permitted, the County has expressed a desire to step up its enforcement efforts and ensure that participants adhere to public safety guidelines.

The Mayor, Vice Mayor, and Commissioners wished happy holidays to all.

Development Services Director Linda Connors provided a brief update on a number of properties on El Mar Drive, including:

- Former Holiday Inn site: the building is gone and landscaping and fencing have been installed; there are no applications or expressions of interest in this property at present
- Eastward Strand property: the Town has spoken with the property owner, who has submitted a permit application that is under review; the Town hopes to facilitate the planned project as quickly as possible, with construction to begin after the new year
- Sea Lord site: the property owner plans to have contractors on the property by the second week in December
- Corner property across from Ocean 101: construction is underway but no applications have been submitted thus far, although it is expected to be retail development

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

16.a Ordinance 2020-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 17 “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES,” ARTICLE I “IN GENERAL,” BY AMENDING SECTION 17-14 “PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES” TO REMOVE THE FEES FROM THE

**TOWN CODE SO THEY CAN BE ADOPTED BY RESOLUTION; AND
PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE
(Ken Rubach, Municipal Services Director)**

Municipal Services Director Rubach advised that this Item will remove the schedule of fees from the Town's Code of Ordinances. The schedule may then be approved by Resolution. Key rates have also been lowered to \$120/year or \$10/month.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 4-0.

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

17. RESOLUTIONS – PUBLIC COMMENTS

**17.a Resolution 2020-47 – Budget Transfer – Enhanced COVID-19 BSO
Patrol Services (Bill Vance, Town Manager)**

It was clarified that this Resolution would amend the Town's FY 2020-2021 budget to authorize appropriations and expenditures in accordance with the amended budget.

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

Vice Mayor Oldaker requested that this Resolution be deferred until the January 12, 2021 meeting so additional information can be provided.

Town Manager Vance explained that a number of months ago, the federal government allocated funds to each state through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Broward County has informed the Town that it can pursue \$596,000 of CARES Act funding before December 10, 2020. Roughly \$150,000 would be dedicated to housing assistance, with \$40,000 to small business assistance. These funds would be administered by the County. Another \$406,000 is dedicated to reimburse the Town for COVID-19-related expenses.

With the Resolution, Staff proposes that the Town receive the \$406,000 they are due and dedicate \$388,000 of these federal dollars to the Public Safety/BSO Fund to cover the expense of additional BSO shifts in the Downtown area throughout the remainder of

the fiscal year. Town Manager Vance emphasized that this is a reimbursement of funds that would continue to be used toward public safety. If the Town feels these services are no longer necessary, the budget could be amended and the funds placed in the Town's savings account.

Mayor Vincent commented that he was not certain he wished to commit these funds at present. If the County cannot guarantee reimbursement, the Town may wish to provide additional public safety services using County Code Enforcement Staff.

Mayor Vincent asked if funds to be provided through Florida Department of Law Enforcement (FDLE) can be used toward public safety if needed. Town Manager Vance confirmed this, adding that the services in question would be discontinued prior to January 12, 2021. He pointed out that if these services continue through that date, they would require the expenditure of funds not appropriately budgeted for them; however, other sources of funding may be available to pay for these services.

Town Manager Vance noted that there is no guarantee that individual municipalities would qualify for future CARES Act funding. The County has \$596,000 for which the Town has already submitted 90% of its application. These are strictly reimbursement dollars for funds the Town has already spent related to additional BSO services in the Downtown. Adoption of the Resolution would prevent a disruption in additional BSO services.

The Commissioners agreed by consensus to defer the Item to the January 12, 2021 meeting, pending additional information from Staff.

18. QUASI JUDICIAL PUBLIC HEARINGS

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

18.a Administrative Adjustment for 1572 Blue Water Terrace (Linda Connors, Development Services Director)

Development Services Director Connors stated that this request is for the construction of a garage on the subject property at an angle which makes it difficult to meet setback requirements. Town Code allows the Commission to approve an administrative

adjustment for setbacks and overhangs equal to or less than 5 ft. or 30%, whichever is less.

Plans for the building show that the garage addition would encroach into the setback area by a total of 25 sq. ft., with the roof overhang encroaching by approximately 4.5 ft. Both the addition and the overhang meet administrative adjustment criteria.

A number of criteria must be considered in order to approve the request:

- The adjustment does not result in an increase in density
- The adjustment does not provide for building height that exceeds zoning Code
- The adjustment does not encroach into an easement
- The adjustment is required to compensate for some unusual aspect of the proposed development site

Staff has found all of these criteria to have been met. The Planning and Zoning Board recommended approval of the application as well.

The Town has posted notice of the administrative adjustment request on the subject property and submitted letters of notice to properties within 300 ft. of the subject property. Staff received one email in support of the request and no communications that opposed it. The letter of support is included in the Staff Report.

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

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 4-0.

18.b 240 E. Commercial Blvd. / Site Plan Amendment and Conditional Use Application for Mixed Use Development in the B-1 Zoning District (Linda Connors, Development Services Director)

Development Services Director Connors stated that this request is for mixed-use development in a three-story building on the south side of Commercial Boulevard. The first story is a lobby and parking area, while the second and third stories are office space. The Applicant hopes to convert the third story into two residential units. Code allows for this mixed use on commercial property; however, it is subject to conditional use approval by the Commission, as well as the allocation of flex units on commercial

land use. In addition to conditional use and allocation of flex units, the Applicant also requests a Site Plan amendment to improve its parking layout.

The criteria for mixed-use development include:

- There cannot be more residential than commercial square footage
- Commercial development cannot exist on top of residential development
- Residential development is not permitted on the first floor of the property

Staff has reviewed the Application and found it to meet Code requirements. They are asking the Applicant to amend the existing Site Plan in order to improve parking, including provision of a space which meets the requirements of the Americans with Disabilities Act (ADA) and cessation of use of a swale. Reconfiguration of parking will include a landscaped island at Staff's request. The addition of residential use will require less parking than the previous commercial use.

The Town has 419 available flex units, of which two will be allocated to the subject property. The Town will provide a letter to the Broward County Planning Council informing them of the reduction of the Town's pool of units by two.

Staff recommends approval of all three Applications. The Planning and Zoning Board has reviewed the Applications and also recommends approval. Staff has requested the following conditions be met:

- Provision of a landscaped island
- Provision of an ADA-compliant parking space

The Commissioners disclosed any ex parte communications on the Item at this time.

Development Services Director Connors advised that Staff has received one email regarding the Applications, which is included in the Staff Report. The email came from a nearby property owner who expressed concern with the conversion of office space to residential units, as the Town has a limited amount of available office space.

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

Mayor Vincent observed that the Town sees very few requests for mixed-use development and/or flex units. There are two pools of flex units, from which more than 10% of units may not be allocated to any single project.

Commissioner Strauss asked if the residential units could be switched back to office or business space in the future. Development Services Director Connors confirmed that this could be done.

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 4-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:00 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

December 8, 2020
Town Commission Meeting
Public Comments

Barbara Cole, resident (242) words
Mayor, Commissioners

I thank you for moving the El Mar Drive Project to January 12, 2021 in order to let your constituents enjoy their holiday time and to allow you all to spend some more time listening to those you represent. By now you have the results of the latest survey from the banner presentation as well as the growing number of civic activists voicing their wants and concerns along with hoteliers and businesses impacted by COVID-19 wanting no additional impact with a project in 2021.

I ask you to add another component to your decision making by going back to the Sept. 22, 2019 Commission Meeting and listening to our Town Engineer at 1:37 talk about his disagreement with FDOT and his plan for El Mar which is Plan 1! Maybe you like me did not recall this - it's an eye opener! EDSA followed this exact plan unbeknownst to many!

Again, I along with many would like yet another look at why we find ourselves facing a full overhaul on a street not needing one for drainage, traffic calming and more importantly changing the pedestrian morning usage of all of El Mar Drive that should be branded by our town as an asset rather than an illegal act!

I wish you all a wonderful holiday and a happy new year ready to openly listen to your constituents at the podium when Jarvis is opened to allow them to be recorded!

Stuart Dodd, resident (Item12a) (96 words)

I was delighted to see this on the agenda – I raised this issue because I was driving southbound on A1A and in the dark suddenly saw a pedestrian crossing the road. It is a badly lit section and really quite dark. The pedestrian sign posts themselves are not lit. If FDOT could install the flashing markers in the road as well as flashing street signs this would greatly reduce the traffic speed at this point on A1A and greatly contribute to the safety of pedestrians in our town.

Thank you for your attention on this matter

Byron LaVan, resident (483 words)

After reviewing the three options suggested by the Commissioners and Planners, my wife and I are opposed to all three options. There is not a fourth option which is to vote for no changes on El Mar Drive except for a few minor improvements to the sidewalks and sewers. The Planners probably don't even live in this area and will not be affected if an option for change occurs on El Mar Drive. We live on El Mar Drive and will be greatly

affected by the changes, if they were to go through. We pay substantial taxes and believe our voices should have weight.

Why are the Commissioners and Planners so concerned about the commercial truck parking on El Mar Drive. The drivers are doing a good job now – delivering their packages and not staying double parked for any length of time. In the options it describes “pull-off” spaces for truck parking. If we have the “pull-off” spaces for truck parking during the delivery hours, the visitors coming after hours would park in these pull-off spaces which would create unsightly parking along El Mar Drive. The Township has provided an abundance of public parking for El Mar Drive. These spaces are between the Villas on El Mar Drive.

Approximately three years ago the Township wanted to put horizontal parking up and down El Mar Drive. At a Township meeting (which was filled with El Mar residents) we opposed the plan which the Township agreed to cancel at that time.

Now the plan is back: bigger and bigger – only with larger and more expensive plans, but with the same result – more parking on El Mar Drive, more people brought into our area for the benefit of the bars and restaurants on the Commercial circle.

We bought a condo on El Mar Drive approximately four years ago. El Mar Drive is what we were looking for in a street: tree lined, colorful flowers, easy access to a small street without much car traffic and an all-around charming feeling. The car drivers, bikers, joggers and walkers can and will get along as they have for many years. No one is in harm’s way.

Questions: Who is going to pay for all of these “improvements?” Who is going to maintain these “improvements?” How much will this project cost the taxpayers? Who will benefit from these “improvements?” How long will the project take? What kind of construction mess will the project create? What are the goals of the Commissioners? We have no drainage problems now, how can we be assured that the project will not create drainage problems in front of our condo and along El Mar Drive?

I feel this is a ridiculous and expensive and unnecessary use of our money. If the Township is looking for a way to spend money, underground utilities would be an asset.

Sometimes, it’s best to leave a good thing alone.

Byron LaVan

Cindy Mattia, resident (55 words)

Greetings Town Commission,

Recently, I was dismayed to find out that those surveys that did not chose 1 of the 3 streetscape designs was discarded. Unfortunately, this shines a negative light on both the Town Commission and EDSA. Please do not discount the voices of those who do not want El Mar Drive streetscape changed.



Town Commission Agenda Item Report

Meeting Date: January 12, 2021

Submitted By: Linda Connors

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

El Mar Design (Linda Connors, Development Services Department)

Explanation:

Background: The Town Commission hired EDSA on February 25, 2020 to administer the El Mar Drive redevelopment project. The primary reason for the El Mar Drive project is to respond to the community's concerns regarding drainage, the poor condition of the sidewalk and the lack of lighting. In keeping with the Town's longstanding priority to complete all needed improvements at one time and avoid multiple periods of repairs on Town streets, the project also enhances landscaping.

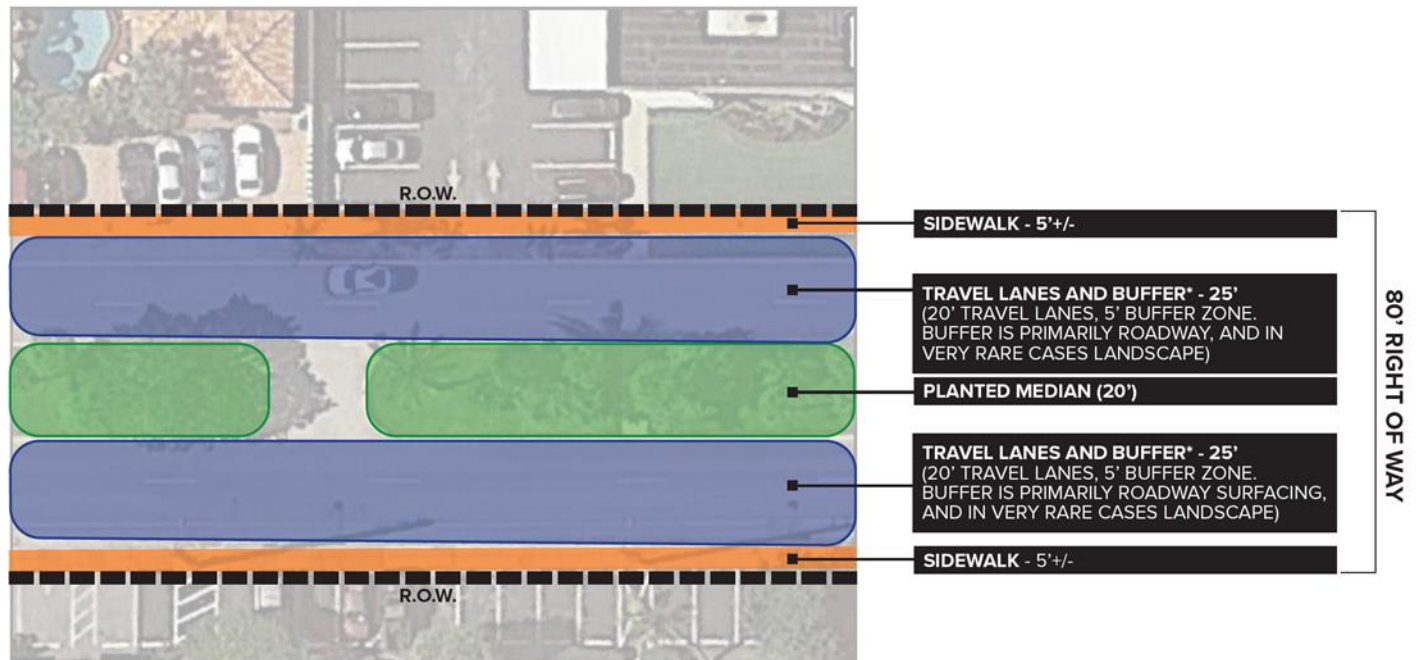
Existing El Mar Drive Conditions

The photo collage below identifies the current conditions on El Mar Drive that will be addressed by the project. These include, but are not limited to, cracked and broken sidewalks, the lack of appropriate lighting, limited drainage and failing asphalt.



El Mar Drive Right-of-Way and Trip Capacity

The El Mar Drive Right-Of-Way is 80' wide, and is currently divided into a maximum 5' sidewalk, 20' of travel lanes, 5' of buffer and a 20' planted median.

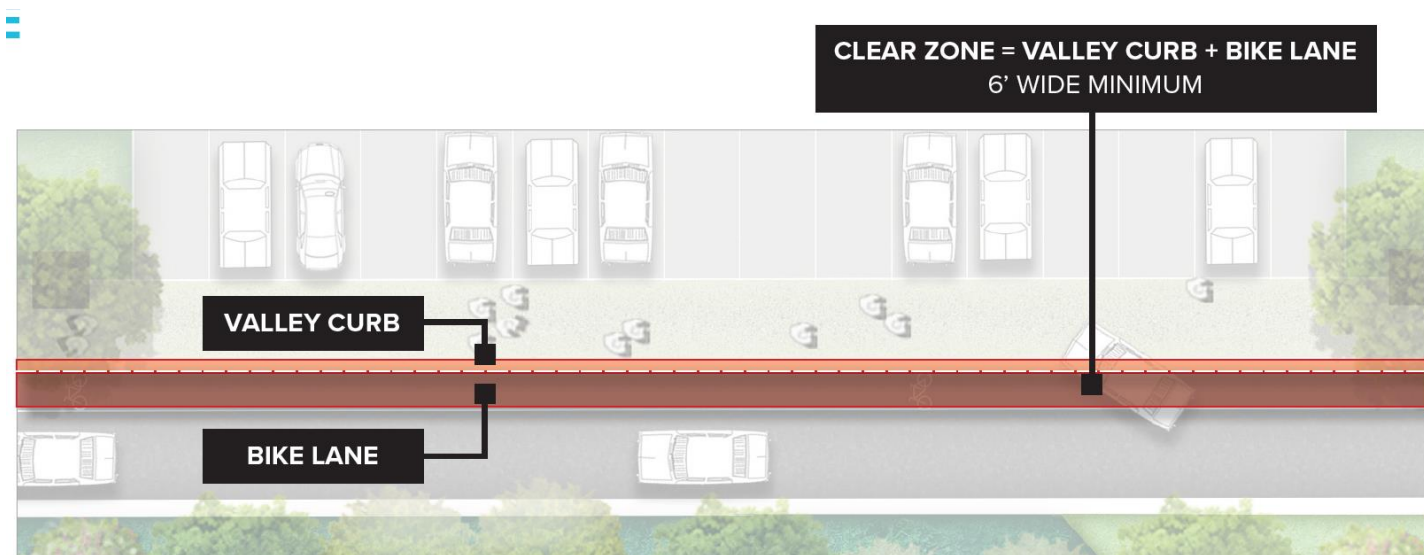


Engineering standards determine what amount of traffic (trips) is supported by the number of lanes on a street. The State of Florida documents the average annual daily trips and identifies El Mar Drive as having an annual average of 1,200 daily trips (<https://tdaappsprod.dot.state.fl.us/fto/>). El Mar Drive, as currently designed with two lanes in each direction, supports 25,300 daily trips.

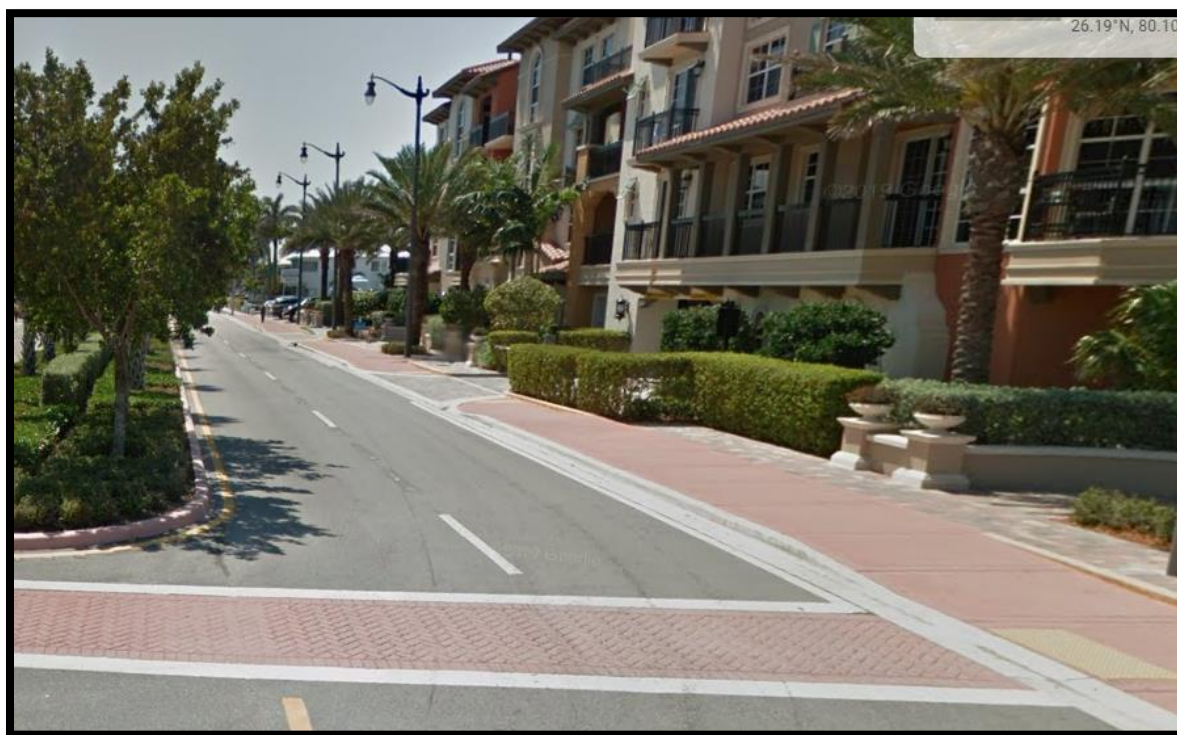
Design Guidelines: Professional Design Standards

The Town Engineer and consultants have opined that the scope of the project requires El Mar Drive to be brought up to current design standards. These standards are included in the FDOT Green Book (**Exhibit 1**) and are industry standards followed by all design professionals, whether or not the street is owned by FDOT. And the standards that must be followed for El Mar Drive are those that apply to “minor collector streets,” which is a term that describes the current size and function of the roadway in the transportation network.

The major design standard that must be included in the El Mar Drive project to bring the street to current design standards is the addition of a “Clear Zone” along the portions of the road that lack a raised curb. A clear zone is an area that is a minimum of 6' wide and is required any time there is pedestrian activity adjacent to vehicular activity. It separates pedestrians and vehicular activity and is intended as a safety allowance outside the drive aisles for errant vehicles and for avoidance maneuvers; in short, the clear zone gives a driver time and space to attempt to avoid colliding with a pedestrian in an accident. Alternatively, it gives the pedestrian a short time to avoid a car that is veering off the road. The clear zone can contain a valley curb, a bike lane, or additional pavement. A valley curb is a curb that a car can easily drive over to access parking.



The alternative to providing a clear zone is to include a raised curb (an “F” curb), resulting in the sidewalk being elevated from the street. This alternative, shown in the photograph below, is provided at the Villas By The Sea sidewalk and a few other locations up and down El Mar Drive. It has been often called out by members of the public to the project as the preferable option.



Unfortunately, this option is only available where there is no back out parking, because cars cannot hop the curb to enter a parking space. Since approximately 80% of the properties fronting El Mar contain backout parking, the Town cannot render this parking useless without dramatically impacting the permissible use of these properties. These residential and hospitality properties have nowhere else to park, and have told the Town that they oppose the loss of their backout parking. Therefore, it is simply not reasonable to utilize raised curbs for the majority of El Mar’s design, and to do so would limit the property rights of adjacent property owners.

As the design team professionals have opined that a clear zone must be used for the above mentioned 80% of El Mar, the standard El Mar Drive cross section as we know it today must change by adding the required clear zone, which is a minimum of 6' on the outside edges of the street adjacent to the sidewalk. The "Green Book" standards also address sidewalks. This standard, which is also consistent with Broward County standards, requires a minimum sidewalk width of 5' plus an additional 1' if adjacent to a curb. While El Mar Drive currently has 5' wide sidewalks on average, utility poles located within the sidewalk area reduce the width to 4' or less in some places, making pedestrian travel unsafe (particularly for those with disabilities) and non-compliant with industry-accepted codes. The Green Book also suggest that wider sidewalks be considered in Central Business Districts and in areas where heavy two-way pedestrian traffic is expected.



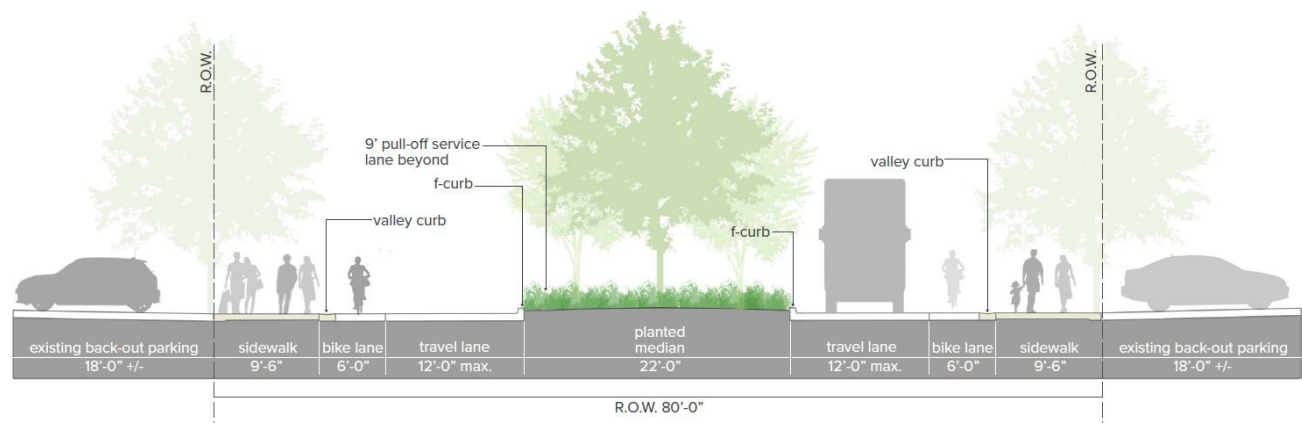
Public Survey

EDSA scheduled a public meeting in March to introduce the El Mar project. This meeting was cancelled due to the COVID-19 pandemic and instead, a written and on-line survey was initiated. The survey was advertised on the Town's website, with banners placed along El Mar Drive and Commercial Boulevard and on social media. Over 630 persons participated in the first survey with 70% of the respondents in favor of the one-lane design and wider sidewalks and 63% of the respondents wanting improved lighting. The second survey had fewer participants, but 84% preferred providing a dedicated bike lane. The results of the survey have previously been shared with the Commission and are available on the project's website (<http://lbtselmar.com/>).

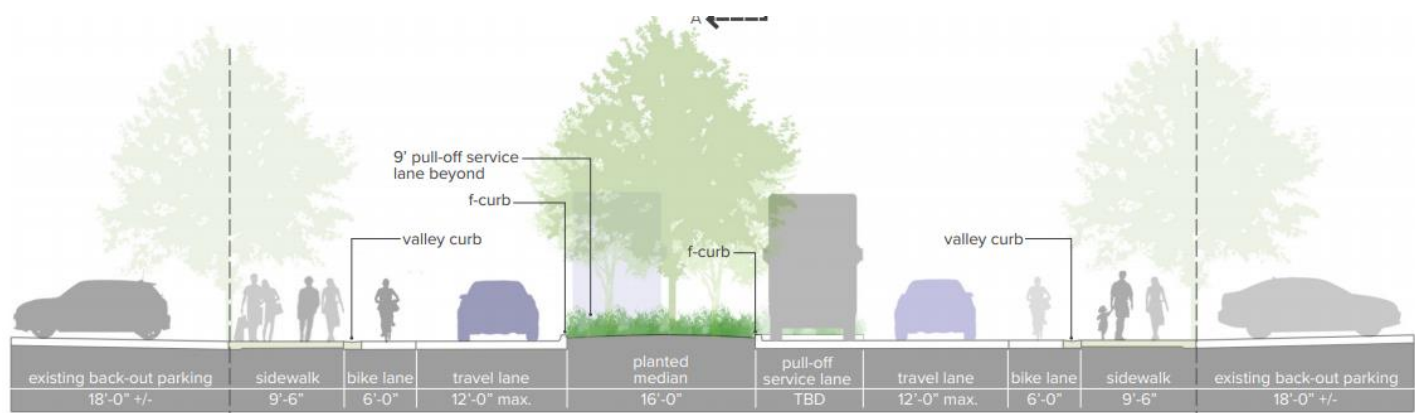
Options

The El Mar Design Team presented the following one-lane design (**Option 1**) to the Commission at their August 11th meeting. This option incorporated the requirements of the design standards, survey results and professional experience.

Option One – View without Pull-Off Service Lane



Option One – View with Pull-Off Service Lane

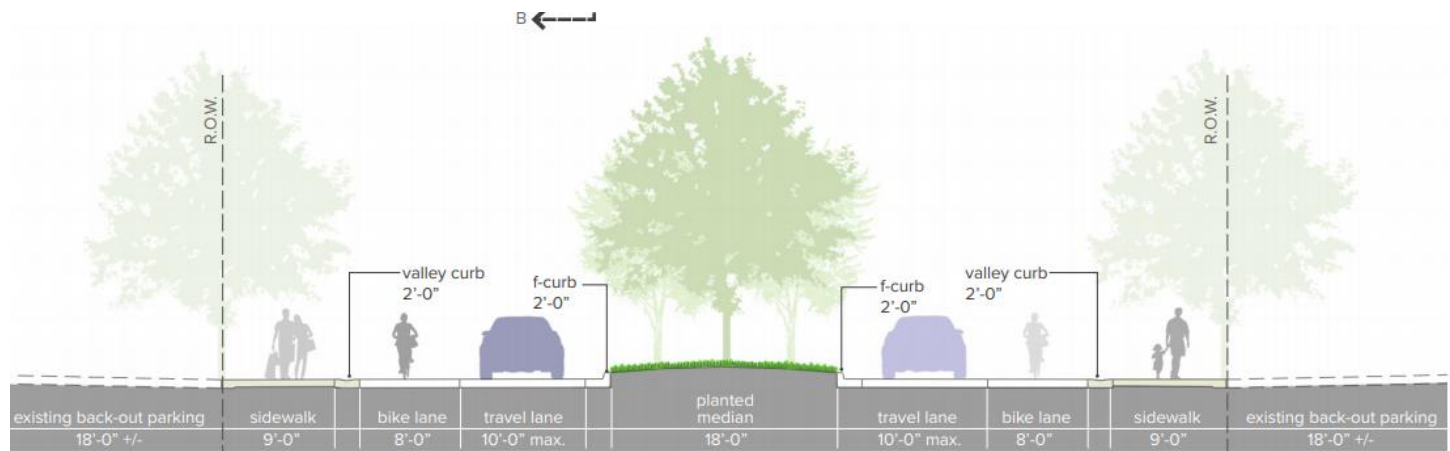


Option 1 was created to prioritize and enhance the pedestrian experience of El Mar while ensuring professional design standards have been met. Option 1 narrows the width of the vehicular traffic area; the resulting real estate is given to the pedestrian by widening the sidewalk, providing the required clear zone (which can be utilized as a bike lane), and widening the median to 22'. Removing the additional vehicular traffic lane and widening the sidewalk and median will also discourage cut-through traffic and reduce vehicle speeds. The proposed design increases overall median area by 9%.

No more than 19 parking stalls dedicated for service vehicle usage will be provided. In these parking stall locations only, the median is reduced from the proposed 22' to 16'. EDSA included these service delivery areas since the current practice of delivery vehicles stopping in one lane of traffic and having drivers utilize the second traffic lane will not be an option when the vehicular travel lane is reduced from two lanes to one. Finally, the proposed design with one lane in each direction would support a capacity

of over 3,800 daily vehicle trips – a reduction in the current’s design capacity (25,300), but well more than the average daily trips per day (1,200).

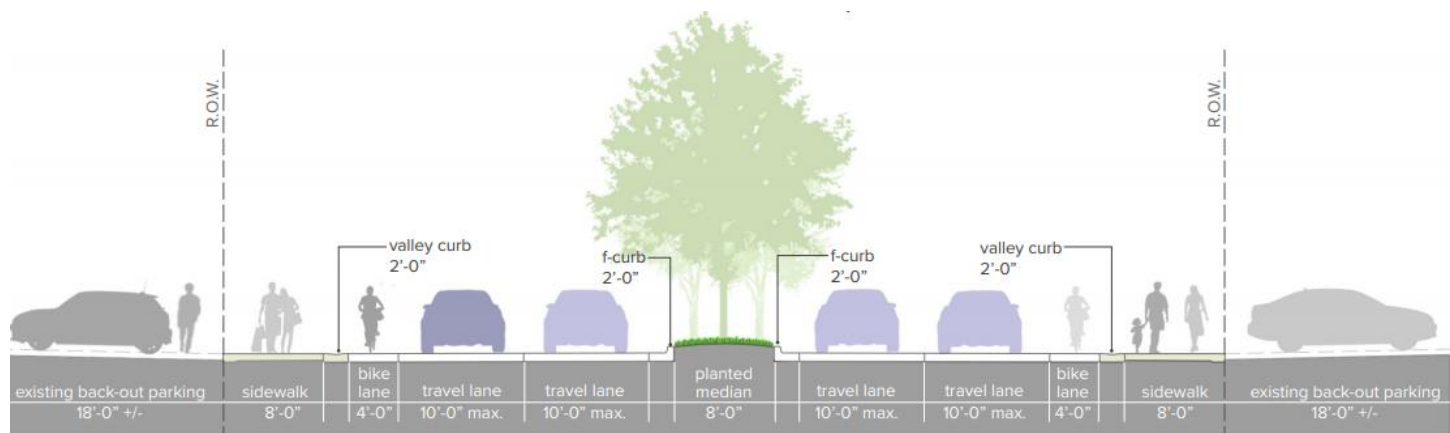
Option 2



The Commission asked the Team to provide another option that widened the bike lane. This option (Option 2) is a slightly different version of Option 1, in which:

- (a) The sidewalk is increased to 9' wide sidewalk (.5 feet narrower than Option 1);
- (b) The clear zone/bike lane is widened from Option 1's 6' to 8';
- (c) The median is reduced from 22' to 18' median in areas without pull-offs (4' less than Option 1); and
- (d) Vehicular travel lanes are 10'-wide (which is the current condition) and 2' narrower than what is proposed in Option 1.

Option 3



Option 3 maintains two travel lanes in each direction. However, because the design team has opined that we are required to bring the street up to engineering standards by providing the clear zone (6') sidewalk standards, the real estate to allow for these requirements must be taken from median which is dramatically reduced in width by 60% from 20' to 8'.

The Banner Exhibit Survey

These three options were presented to the Commission at a special meeting on September 22, 2020. There was significant public comment, and the Commission suggested that staff prepare a visual representation of the three designs. Life-sized banners were created and placed in the El Prado parking area from Nov. 10 through 14, 2020 (**Exhibit 2**). Staff and EDSA were present on three days to explain the options to the public. A survey for the public to select their favorite option was available on the website and as a QR code. 204 people participated in the survey which was open from November 4 through November 23, 2020 with the following results:

Banner Exhibit Survey Results			
	Non-Residents	Residents	Total
Option 1	14	79	93
Option 2	3	21	24
Option 3	1	15	16
Only Comment	11	58	70
Total	30	173*	204
*One survey did not choose an option nor comment			

Fifty-eight residents did not choose an option and requested (a) nothing be done to the road or (b) that the sidewalks be repaired and/or the street repaved. Comments also suggested that the clear zone/bike lane be removed from the plans. These options are not possible if the project is to move forward because the repairs will trigger the requirement for El Mar to be brought up to current design standards, and the bike lane is serving as the clear zone requirement. The survey results are attached as **Exhibit 3**.

Public comments received by Friday, January 8th for this discussion are attached as **Exhibit 4**.

Recommendation:

Staff requests Commission direction on the El Mar Drive Project options.

Attachments:

1. Green Book Standard
2. Banner Exhibit
3. Banner Survey Results
4. Public Comments

C.7.f.1 Roadside Clear Zone Width

The clear zone width is defined as follows:

- Flush Shoulder Sections - measured from the edge of the outside motor vehicular traveled way
- Urban Curbed Sections ≤ 45 mph - measured from the face of the curb

The minimum permitted widths are provided in Table 3 – 15 Minimum Width of Clear Zone. These are minimum values only and should be increased wherever practical.

In rural areas, it is desirable, and frequently economically feasible, to increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased. The clear zone on the outside of horizontal curves should be increased due to the possibility of vehicles leaving the roadway at a steeper angle.

Table 3 – 15 Minimum Width of Clear Zone

Type of Facility	DESIGN SPEED (mph)							
	25 and Below	30	35	40	45	50	55	60 and Above
	MINIMUM CLEAR ZONE (feet)							
Flush Shoulder	6	6 Local 10 Collectors 14 Arterials	6 Local 10 Collectors 14 Arterials	10 Collectors 14 Arterials	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 24 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 30 Arterials and Collectors ADT ≥ 1500
Curbed*	1 ½	4 **	4 **	4 **	4 **	N/A **	N/A **	N/A **

* From face of curb.

** On projects where the 4 foot minimum offset cannot be reasonably obtained and other alternatives are deemed impractical, the minimum may be reduced to 1 ½'.

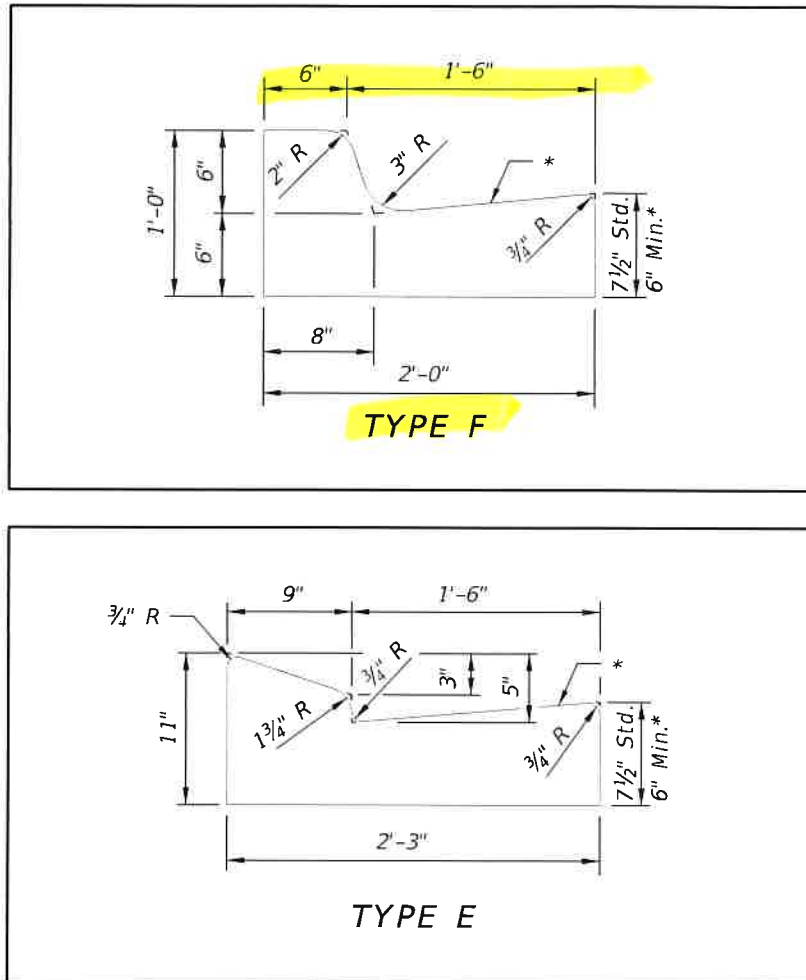
* Use rural for urban facilities when no curb and gutter is present. Measured from the edge of through travel lane on rural section.

** Curb and gutter not to be used on facilities with design speed > 45 mph.

NOTE: ADT in Table 3 – 15 refers to Design Year ADT.

design speeds greater than 45 mph.

Figure 3 – 9 Standard Detail for FDOT Type F and E Curbs



C MINIMIZING CONFLICTS

The planning and design of new streets and highways shall include provisions that support pedestrian travel and minimize vehicle-pedestrian conflicts. These may include:

- Sidewalks and/or shared use paths parallel to the roadway
- Marked pedestrian crossings
- Raised median or refuge islands
- Pedestrian signal features such as pedestrian signal heads and detectors
- Transit stops and shelters

In some situations it may be possible to eliminate a vehicle-pedestrian conflict through close coordination with the planning of pedestrian facilities and activity outside of the highway right of way. Care should be exercised to ensure the elimination of a given conflict point does not transfer the problem to a different location. Any effort to minimize or eliminate conflict points must consider the mobility needs of the pedestrian. The desired travel path should not be severed and the number of required crossing points and/or walking distances should not be significantly increased. Some crossings should be redesigned rather than eliminated or relocated.

C.1 General Needs

Minimizing vehicle-pedestrian conflicts can be accomplished by providing adequate horizontal, physical, or vertical (primarily for crossings) separation between the roadway and the pedestrian facility.

C.2 Horizontal Separation

The development of independent systems for pedestrian and motor vehicular traffic is the preferred method for providing adequate horizontal separation.

C.2.a General Criteria

New sidewalks should be placed as far from the roadway as practical in the following sequence of desirability:

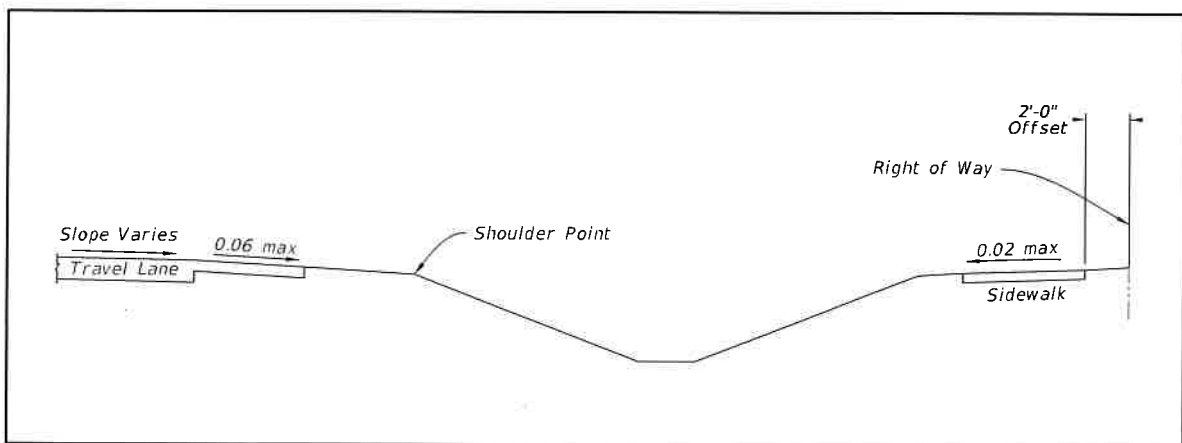
1. As near the right of way line as possible. (ideally, 3 feet of width should be provided behind the sidewalk for above ground utilities)

2. Outside of the clear zone.
3. Sufficiently off-set from the curb to allow for the placement of street trees, signs, utilities, parking meters, benches or other street furniture outside of the sidewalk in urban locations (e.g. town center, business or entertainment district).
4. Five feet from the shoulder point on flush shoulder roadways.
5. At the grass shoulder point of flush shoulder roadways.

Figure 8 – 1 Shoulder Point with Sidewalk provides an illustration of the location of the shoulder point.

On arterial or collector roadways, sidewalks shall not be constructed contiguous to the roadway pavement, unless a curb or other barrier is provided. Nearing intersections, the sidewalk should be transitioned as necessary to provide a more functional crossing location that also meets driver expectation. Further guidance on the placement of stop or yield lines and crosswalks is provided in the [*MUTCD, Part 3*](#).

Figure 8 – 1 Shoulder Point with Sidewalk



C.2.b Buffer Widths

Providing a buffer can improve pedestrian safety and enhance the overall walking experience. Buffer width is defined as the space between the sidewalk and the edge of traveled way. On-street parking or bike lanes can

also act as an additional buffer. The planting strip or buffer strip should be 6 feet where practical to eliminate the need to narrow or reroute sidewalks around driveways. With this wider buffer strip, the sidewalk is placed far enough back so that the driveway slope does not have to encroach into the sidewalk. Wider sidewalks should be considered in Central Business Districts and in areas where heavy two-way pedestrian traffic is expected.

C.3 Other Considerations

When designing urban highways, the following measures may be considered to help increase the safe and efficient operation of the highway for pedestrians:

- Use narrower lanes and introduce raised medians to provide pedestrian refuge areas
- Provide pedestrian signal features and detectors
- Prohibit right turn on red
- Control, reduce, or eliminate left and/or right turns
- Prohibit free flow right turn movements
- Prohibit right turn on red
- Reduce the number of lanes
- Use narrower lanes and introduce raised medians to provide pedestrian refuge areas

B ON-STREET FACILITIES

Provisions for bicycle traffic should be incorporated in the original roadway design. All roadways, except where bicycle use is prohibited by law, should be designed, constructed and maintained under the assumption they will be used by bicyclists. Roadway conditions should be favorable for bicycling, with smooth pavement and limited changes in elevation along edge lines. Drainage inlets and utility covers that cannot be moved out of the travel way should be designed flush with grade, well seated, and make use of bicycle-compatible grates and covers.

Railroad grade crossings on a diagonal can cause steering difficulties for bicyclists. Crossings for bicycle facilities should be perpendicular to the rail. This can be accomplished with a widened shoulder or bicycle lane, or separate path. Consideration should be given to improving the smoothness of the crossing and reducing the width and depth of the flangeway opening. Flangeway fillers can be used on heavy rail lines to minimize the size of the opening adjacent to the rail.

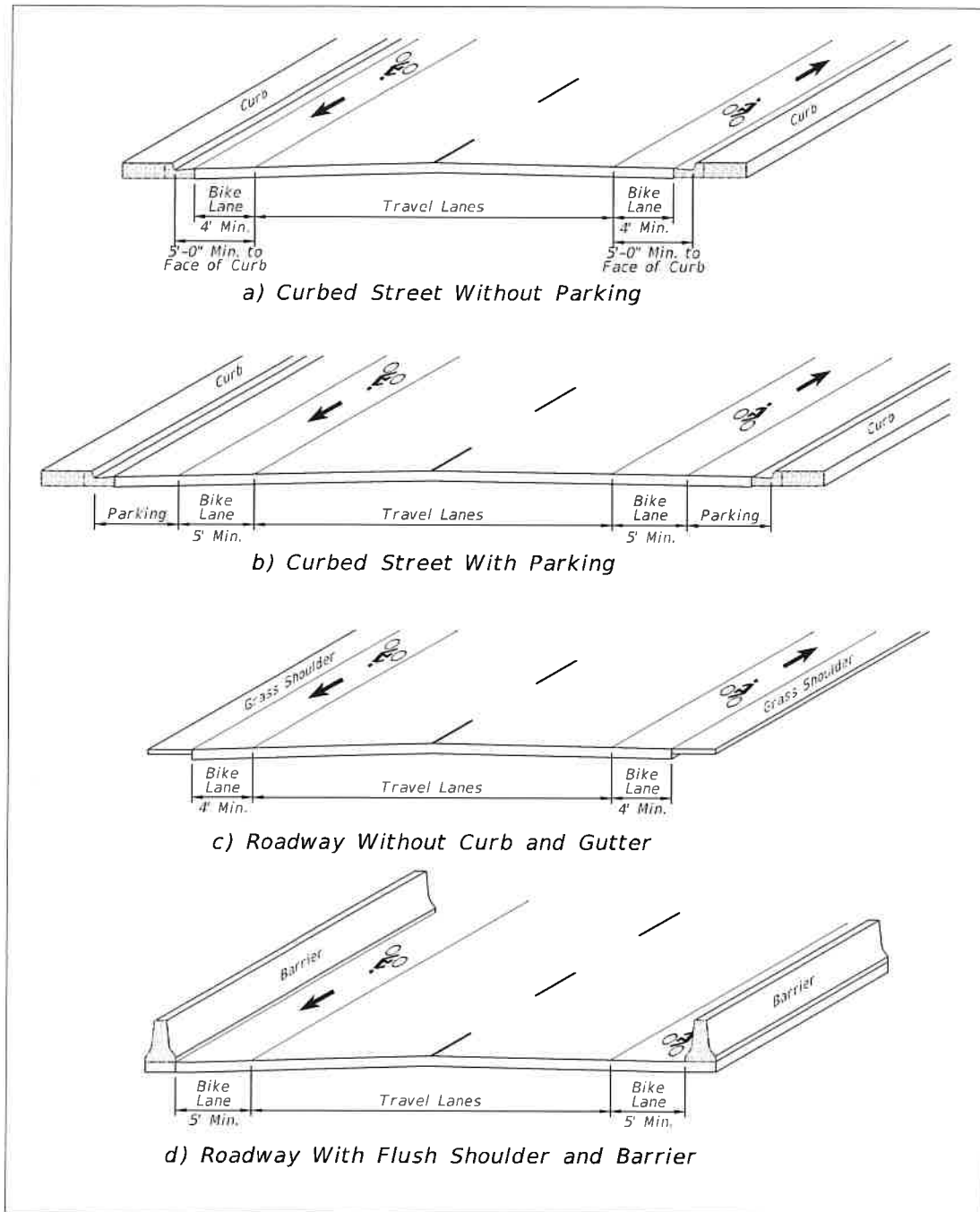
Bicycle lanes, paved shoulders, wide curb lanes, or shared lanes should be included to the fullest extent feasible. The appropriate selection of a bicycle facility depends on many factors, including motor vehicle and bicycle traffic characteristics, adjacent land use and expected growth patterns. All new or reconstructed arterial and collector roadways, in and within one mile of an urban area, should include bicycle lanes.

Rumble strips used in a traffic lane to alert operators to conditions ahead (e.g. stop signs, traffic signals or curves) should provide clear space (free of rumble strips) for bicyclists. This clear space may be a paved shoulder or if no paved shoulder is present, a minimum of 1.5 feet of clear space at the outermost portion of the lane.

B.1 Bicycle Lanes

Bicycle lanes delineate available roadway space for preferential use by bicyclists; providing more predictable movements by motorists and bicyclists. Bicycle lanes also help increase the total capacity of highways carrying mixed bicycle and motor vehicle traffic. Bicycle lanes shall have a minimum functional width of 4 feet. At least 1 foot additional width is needed when the bicycle lane is adjacent to a curb or other barrier, on-street parking is present, there is substantial truck traffic (>10%), or posted speeds exceed 50 mph. Minimum bicycle lane widths are illustrated in Figure 9 – 1 Minimum Widths for Bicycle Lanes. The 4-foot bicycle lane shown in the flush shoulder typical section assumes the grass portion of the shoulder provides emergency maneuvering room.

Figure 9 – 1 Minimum Widths for Bicycle Lanes



Bicycle lanes are one-way facilities and carry bicycle traffic in the same direction as the adjacent motor vehicle traffic. A bicycle lane should be delineated from the travel lanes with a solid white line and be marked with the bicycle symbol and arrow as shown in Figure 9 – 2 Detail of Bicycle Lane Markings. The dimensions for each pavement marking is 72" long, separated by 72".

The recommended placement of bicycle lane markings is:

- a) At the beginning of a bicycle lane, on the far side of major intersections, and prior to and within the bicycle lane between a through lane and turn lane.
- b) Along the roadway as needed to provide a maximum spacing of 1,320 for posted speeds less than or equal to 45 mph, 2,640 feet for a posted speed of 50 mph or greater.

Figure 9 – 2 Detail of Bicycle Lane Markings

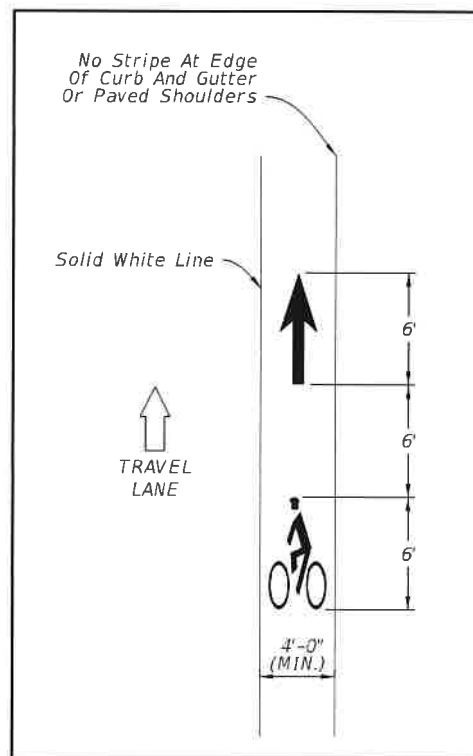


Table 9 – 1 Lane Widths
Urban Multilane or Two-Lane with Curb and Gutter

Design Year AADT	Design Speed (mph)	Minimum Thru Lane (ft.)	Minimum Turn Lane (ft.)	Minimum Parking Lane (ft.)
ALL	ALL	10 ₁	9 ₂	7 ₃

- 11 ft. where either of the following conditions exist:
 - Trucks are >10% of Design Year Traffic.
 - Design Speed is 40 mph or greater.
- 10 ft. for 2 Way Left Turn Lanes.
- A minimum width of 7 ft. measured from face of curb may be left in place. Otherwise provide 8 ft. minimum, measured from face of curb.

Various configurations of bicycle lanes on curb and gutter and flush shoulder typical sections are illustrated in Figures 9 – 6 to 9 – 23.

B.2 Buffered Bicycle Lanes

Buffered bicycle lanes are bicycle lanes separated from either the adjacent travel lane or parking lane with a marked buffer area. They provide greater shy distance between motor vehicles and bicyclists and encourage bicyclists to ride outside of the “door zone” of parked cars. Typical applications include streets with high travel speeds, high traffic volumes, high amounts of truck or transit traffic, or where there are underutilized travel lanes or extra pavement width.

The bicycle lane symbol and arrow markings shall be used, along with longitudinal lines to create the buffer. There are several options for marking the buffer area, including a wide solid double line (crossing prohibited), wide solid single line (crossing discouraged) or wide dotted single line (crossing permitted to make right hand turn). Where the buffer space is wider than 4 feet and crossing the buffer is prohibited, chevron markings should be placed in the buffer area.

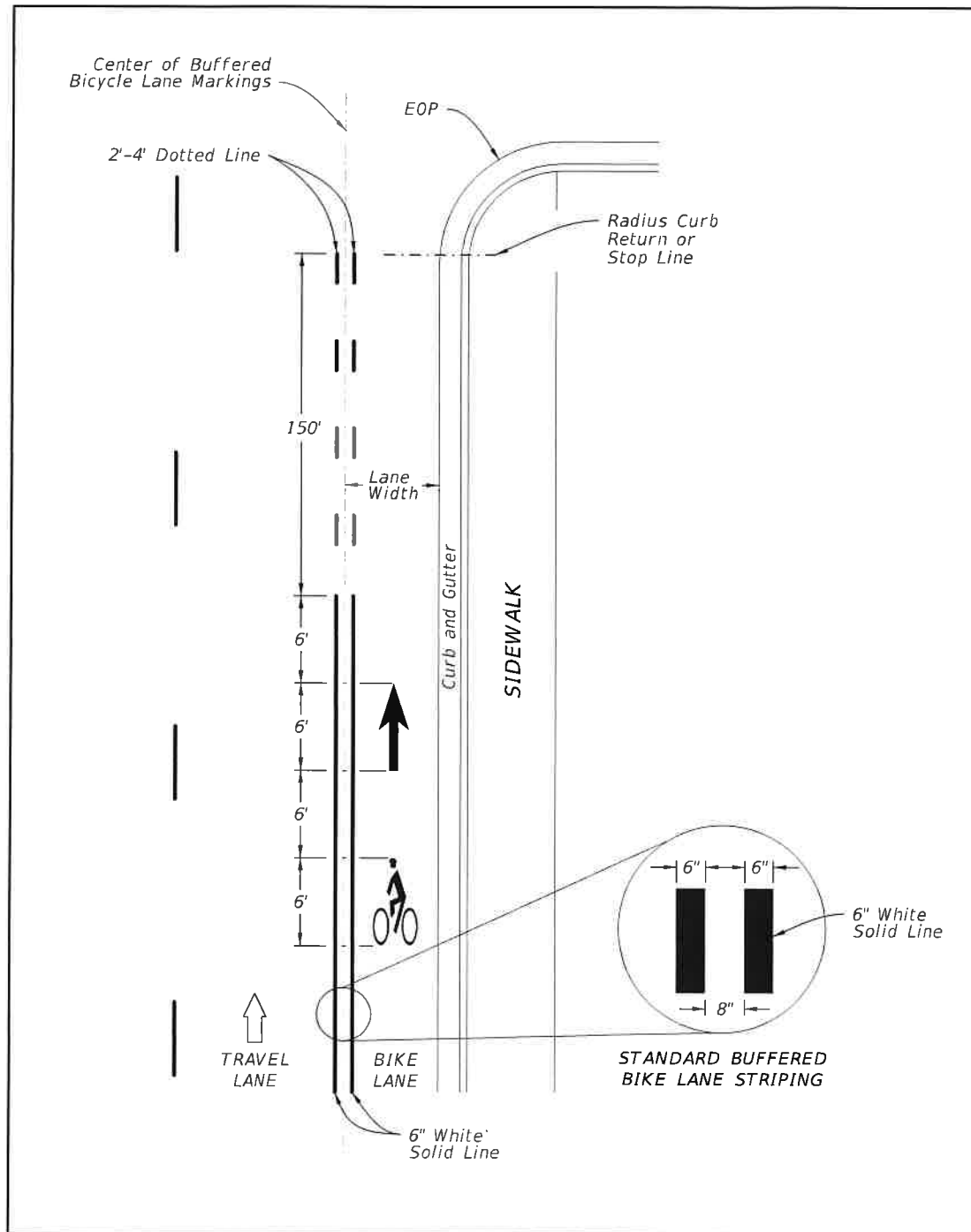
At an intersection approach, the buffer striping should transition to a wide dotted stripe using a 2/4 skip pattern. The transition should begin 150 feet in advance of an intersection to provide sufficient distance for an automobile or truck to merge into the bicycle lane before turning right. Figures 9 – 16, 17 and 18 provide examples of buffered bicycle lanes. [Chapter 3D. Markings for Preferential Lanes of the MUTCD](#) provides additional information on the striping of buffered bicycle lanes.

Figure 9 – 16 Buffered Bicycle Lane Adjacent to On-Street Parking



NACTO Urban Bikeway Design Guide, National Association of City Transportation Officials

Figure 9 – 17 Buffered Bicycle Lane Markings



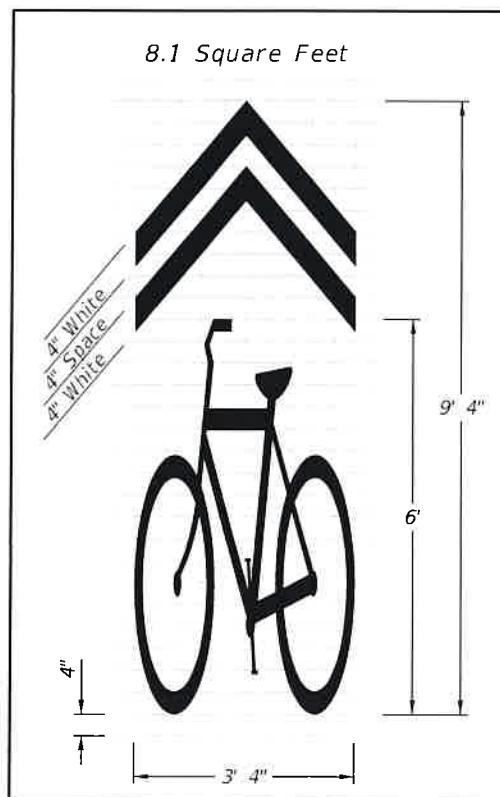
B.7 Shared Lane Markings

The shared lane marking is an optional pavement marking for roadways where bicyclists and motor vehicles are intended to share the lane and no bicycle lane or paved shoulder exists or is feasible. Shared lane markings should be limited to roadways with a posted speed of 35 mph or less. They are not intended to be placed on every roadway without bicycle facilities or on shared use paths.

Shared lane markings provide guidance to cyclists on their lateral positioning, especially on roadways with on-street parking or lanes that are too narrow to share side by side with a motor vehicle. They also help to discourage wrong way riding and encourage safer passing of bicyclists by motorists. Shared lane markings may be used to identify an alternate route as part of an approved temporary traffic control plan. Figure 9 – 24 provides the dimensions for shared lane markings.

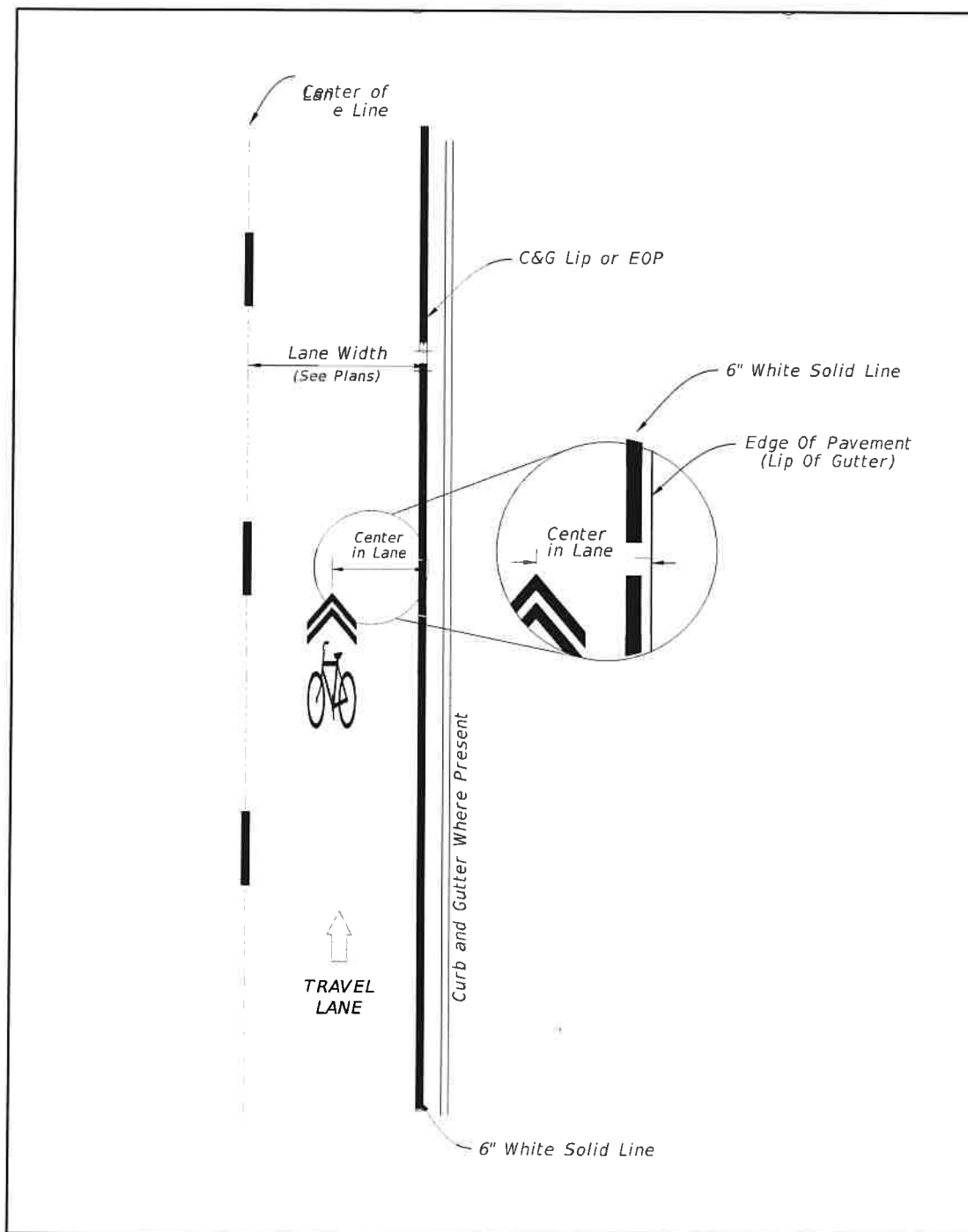
Shared lane markings should be placed as follows:

Figure 9 – 24 Shared Lane Marking



- If used on a roadway without on-street parking that has an outside travel lane that is 14 feet wide or less, the Shared Lane Markings should be centered in the travel lane (Figure 9 – 25).
- If used on a roadway with on-street parking, the Shared Lane Markings should be centered in the travel lane (Figure 9 – 26).
- Shared Lane Markings should be placed immediately after an intersection and spaced at intervals not greater than 250 feet thereafter.

**Figure 9 – 25 Shared Lane Marking Placement
(No Designated Parking, Lane Width ≤ 14 Feet)**



B.8 Bicycles May Use Full Lane Sign

The Bicycle May Use Full Lane sign (R4-11) may be used on roadways where no bicycle lanes or adjacent shoulders useable by bicyclists are present and where travel lanes are less than 14' wide. The **MUTCD** provides additional information on the use of the sign.



MEDIAN

OPTIONAL
PULL-OFF

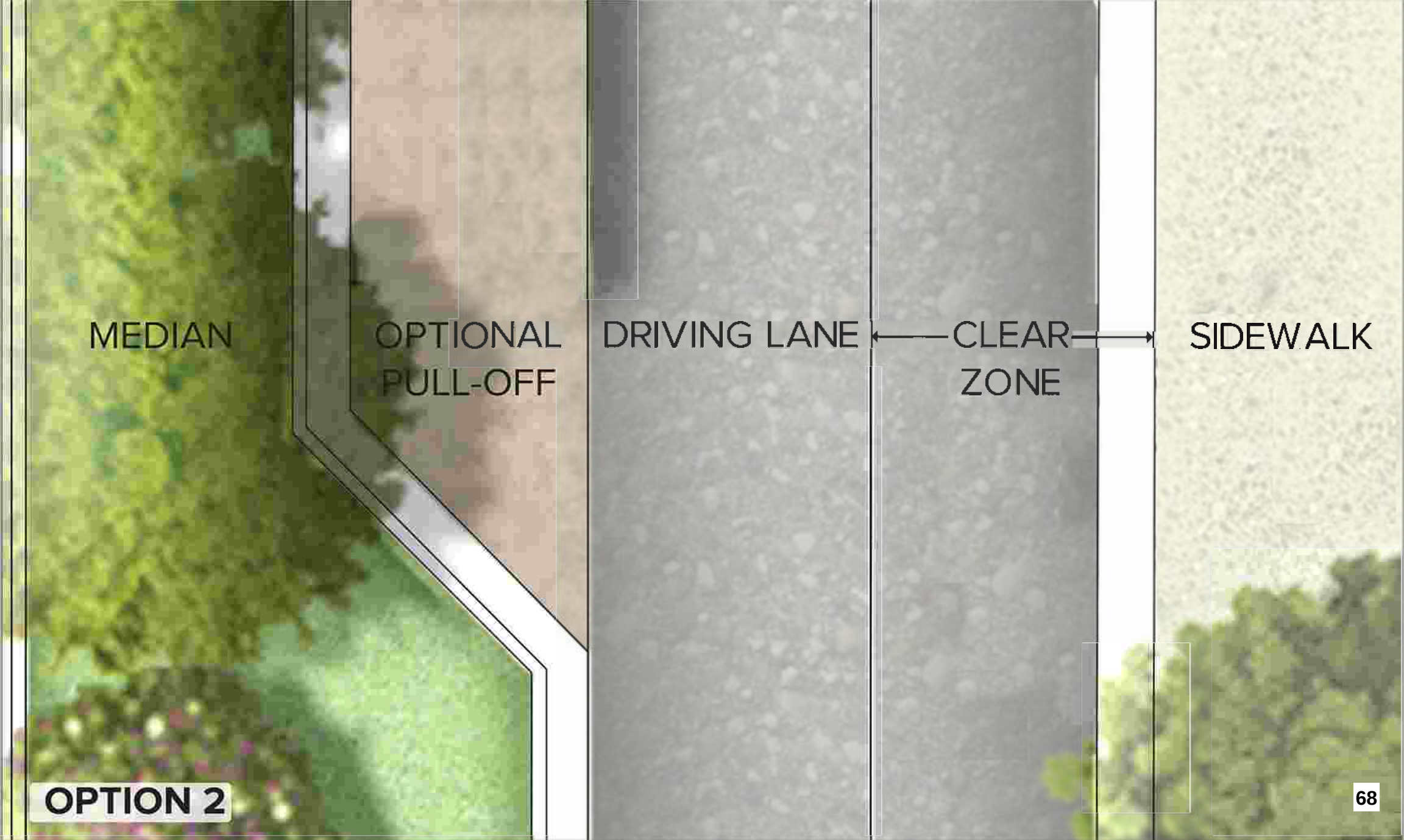
DRIVING LANE

← CLEAR
ZONE →

SIDEWALK

C/L

OPTION 1



MEDIAN

The diagram illustrates a road cross-section with several distinct zones. From left to right, these are: a green grassy area labeled 'MEDIAN'; a brown dirt area labeled 'OPTIONAL PULL-OFF' which is separated from the median by a white line; a wide grey asphalt area labeled 'DRIVING LANE'; a narrow grey area labeled 'CLEAR ZONE' which is flanked by double-headed arrows indicating its extent; and a light-colored gravel area labeled 'SIDEWALK' on the far right. The background features a blurred image of trees and foliage.

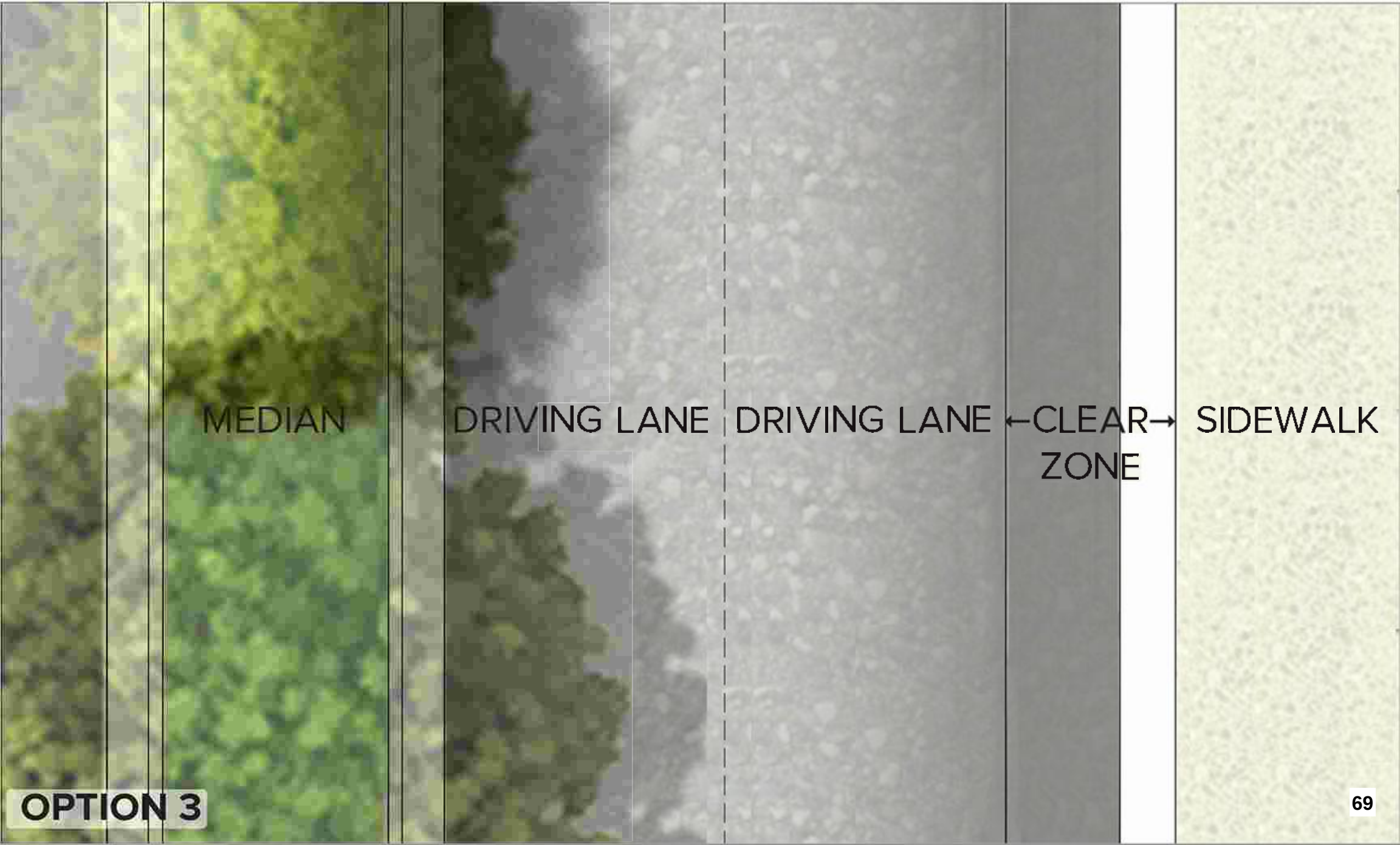
OPTIONAL
PULL-OFF

DRIVING LANE

CLEAR
ZONE

SIDEWALK

OPTION 2

An aerial photograph of a road cross-section. From left to right, the zones are: a green vegetated area labeled 'MEDIAN', a dark asphalt road labeled 'DRIVING LANE', a light gray asphalt road labeled 'DRIVING LANE', a dark gray paved area labeled 'CLEAR ZONE' with arrows pointing left and right, and a light yellow textured area labeled 'SIDEWALK'.

MEDIAN

DRIVING LANE

DRIVING LANE

← CLEAR →
ZONE

SIDEWALK

El Mar Streetscape Exhibit Survey Data - All

Exhibit Nov 10 - 14, 2020

Surveys Accepted Nov 4 - 23, 2020

#	Option	NAME	ADDRESS	CITY / TOWN	STATE / PROVINCE	OPEN-ENDED RESPONSES / GENERAL COMMENTS
1	#1	Barry Allweiss	4629 El Mar Dr, #8	Lauderdale-By-The-Sea	FL	
2	#1	Wayne Holman	228 hibiscus ave.	Lauderdale-By-The-Sea	FL	
3	#1	Bob Wessels	5000 N Ocean Blvd, Apt 802	Lauderdale-By-The-Sea	FL	
4	#1	Laura Prado	5000 N Ocean Blvd., #802	Lauderdale-By-The-Sea	FL	
5	#1	Doug Frens	1850 s ocean blvd	Lauderdale-By-The-Sea	FL	Keep the quaintness, it's good for business
6	#1	Joe Ambrosi	1340 s Ocean Blvd 1004	Lauderdale-By-The-Sea	FL	
7	#1	Magnotta	4050 N Ocean Dr	Lauderdale-By-The-Sea	FL	
8	#1	Lori Schwab	2000 S. Ocean Blvd.	Lauderdale-By-The-Sea	FL	
9	#1	John Winning	1461 S Ocean Blvd, #117	Lauderdale-By-The-Sea	FL	
10	#1	Louise Scola	4050 N Ocean Drive #1508	Lauderdale-By-The-Sea	FL	
11	#1	Ken Sposato	4050 N Ocean drive	Lauderdale-By-The-Sea	FL	Looks good
12	#1	Maureen Sposato	4050 N Ocean Dr	Lauderdale-By-The-Sea	FL	
13	#1	Karen sposato	4050 n ocean dr #1010	Lauderdale-By-The-Sea	FL	This works the best for all residents!!**No development but opening it up as an outside gym. We walk it every day!
14	#1	Kenneth Werner	5100 N Ocean Blvd., Apt. 903	Lauderdale-By-The-Sea	FL	
15	#1	Ilisa garland	4519 w. tradewinds ave	Lauderdale-By-The-Sea	FL	
16	#1	Susan Hawkey	4540 Poinciana Street	Lauderdale-By-The-Sea	FL	Seems to be closest to what's already working.
17	#1	Harvey Kay	4806 Whitehall Cove	Memphis	TN	The best thing about Elmat is the Medium. Expanding it would be wonderful.
18	#1	John Brennan	1770 So. Ocean Blvd.	Pompano Beach	FL	
19	#1	David Hayes	4540 N Ocean Drive #602	Lauderdale-By-The-Sea	FL	Love it! Thank you for the great work. I also really like option 2 (more bike/pedestrian friendly) but I worry that the driving lanes would be too narrow - especially with commercial trucks pulled into the turnouts.
20	#1	Elena Almodovar	4511 El Mar Drive Apt. 302	Lauderdale-By-The-Sea	FL	
21	#1	Tom Dolan	4445 El Mar Drive, Unit 2-306	Lauderdale-By-The-Sea	FL	I trust the design/planning team and their carefully chosen preferred option.
22	#1	Shelley Haggerty-Rahn	4900 N Ocean Blvd apt 812	Lauderdale-By-The-Sea	FL	None of the above
23	#1	Sandra Kurz	4629 Poinciana St Apt 515	Lauderdale-By-The-Sea	FL	Keep large median and bigger sidewalks is most important. 2-lanes with enough space for trucks or pull overs should work fine.
24	#1	Bill Knauf	4280 Galt Ocean Dr #11F	Ft Lauderdale	FL	
25	#1	Christine Vincent	254 Corsair Avenue	Lauderdale-By-The-Sea	FL	
26	#1	Lisa Ferrara	238 Garden Ct	Lauderdale-By-The-Sea	FL	Thank you all for you hard work and attention to this!
27	#1	James Philyaw	2797 NE 51ST ST APT 501	Fort Lauderdale	FL	Keep sidewalks level and make the bike lanes have the swale. This will keep walkers off the street.
28	#1	Melissa Philyaw	Apt 304	Fort Lauderdale	FL	Please make walking path flat.
29	#1	Denise Morales	4532 Bougainvillea Drive, 18	Lauderdale-By-The-Sea	FL	Could also make a dirt pathway on the median instead as an additional option for exercise.
30	#1	Lori LeNoble	2000 So Ocean Blvd	Lauderdale-By-The-Sea	FL	
31	#1	Arlene Moses	5100 N Ocean Blvd #1114	Lauderdale-By-The-Sea	GA	
32	#1	Sean Hotte	2820 NE 41st Court	Fort Lauderdale	FL	Liked the visuals and getting information on it while walking by Villas by the Sea
33	#1	Jacquelyn Martin	560 McKinley Terrace	Centerport	NY	Own property at 4229 ElMar Dr.
34	#1	Tom Kinsloe	El Mar Dr. Apt 7	Lauderdale-By-The-Sea	FL	Fewer pullouts. Colored asphalt and other means of discouraging parking in pullouts. Eliminate overhead power lines and poles. Uniform pedestrian lighting.
35	#1	Deborah Platz	5100 N. Ocean Blvd #507	Lauderdale-By-The-Sea	FL	I think the town government needs to do a better job educating the town's residents about this. I just received an overview and saw the designs during my walk from someone in the town's administration. Unfortunately a group of folks with green shirts saying "Save the Median" interrupted the presentation and those of us who were genuinely trying to understand left because she started answering questions from these green t-shirted folks who desire to keep the status quo. There needs to be a better presentation on why status quo will not work for the town. And that the best option to status quo while allowing for future development is Option 2. And please don't cowl to the group of green fluorescent tshirt people. Allow people who understand that future developments requires this design. And get the mayor out there or the actual design group out there. The lady who was there was not as solid on why some of the design elements were there and obviously didn't feel comfortable with the having to deal with the green tshirt people. Didn't seem fair to have her there.
36	#1	Maria Fernandez	4511 El Mar Dr. Apt. 302	Lauderdale-By-The-Sea	FL	Please ensure those pull off parking will never be converted into public/pay parking spots like every single abandoned hotel parking spots.

#	O p t i o n	NAME	ADDRESS	CITY / TOWN	STATE / PROVINCE	OPEN-ENDED RESPONSES / GENERAL COMMENTS
37	#1	José Almodovar	4511 El Mar Dr.	Lauderdale-By-The-Sea	FL	
38	#1	John Mackintosh	1541 S. Ocean Blvd #412	Lauderdale-By-The-Sea	FL	None of the above. Preserve or expand the median green footprint. Do NOT carve out the truck parking zones!
39	#1	Regina Hahn	5100 DuPont Blvd	Broward	FL	Leave it the way it is there is no reason to change it as it is not mainstream traffic there - LBTS is a beach town and this will take away from the charm - who what's all that construction that will go on and on for unnecessary reasons the people of whom I am one of them who walk jog and bike ride there now love it the way it is. I say 'no to any of your renderings.
40	#1	Bally	4511 El Mar	Lauderdale-By-The-Sea	FL	
41	#1	Michael Ferrara	238 Garden Court	Lauderdale-By-The-Sea	FL	You've done a terrific job! Thank you! And thanks to the Mayor and Town Commissioners for their deft management of this important project. The silent majority love your recommended design.
42	#1	JD Anderson	5400 N Ocean Blvd #11	Lauderdale-By-The-Sea	FL	More grasses/median the better
43	#1	Dominic Arel	1541 South Ocean Blvd	Pompano Beach	FL	
44	#1	Lou DiFabio	4511 El Mar Dr #409	Lauderdale-By-The-Sea	FL	Would really like to see the utility lines buried for better visual appeal
45	#1	Michael Tumminello	4629 El Mar Dr #10	Lauderdale-By-The-Sea	FL	Please follow through with Option #1, these green shirt save the median people are driving me CRAZY!!! We need option #1 please do NOT listen to the leave it alone rants
46	#1	Jim Lynch	238 Hibiscus ave	Lauderdale-By-The-Sea	FL	don't ruin a good thing
47	#1	erik bloom	4344 el mar dr	Lauderdale-By-The-Sea	FL	
48	#1	Maggie DiFabio	4511 Elmar Dr. Apt 409	Lauderdale-By-The-Sea	FL	
49	#1	David anderson	4300 el mar dr	Lauderdale-By-The-Sea	FL	
50	#1	Jim Humphrey	4630 Poincianna Dr apt 2j	Lauderdale-By-The-Sea	FL	thanks for the hard work on these proposals
51	#1	Dan Darnell	5100 N Ocean Blvd, Apt 1410	Lauderdale-By-The-Sea	FL	The Future. That's what this El Mar Drive decision in LBTS is about, Our Future. First, we hope that our Commissioners are not swayed by green shirts, parades, and a marching band by a very small minority who want to keep the status quo. El Mar Drive has ill-served LBTS residents for years and is clearly in need of major renovations. This decision is, as usual, between the people's interests and those of business/money. And, if what normally happens in these situations happens, the moneyed interests will prevail. We hope our Commissioners are a bit more visionary. We hope they understand that what they decide for El Mar will stand for 15, 20, or more years. It is LBTS's FUTURE. The people spoke clearly in the first survey, but "the money" muddled the waters. Now, we have yet another survey and finally, a decision. We hope they will choose Option 1, the clear favorite of the vast majority of people. It is the only option that will most closely serve ALL the people that use El Mar. It is the only option that improves walking, biking, driving, and landscaping. It is the only option that best embodies the kind of future many cities are already moving towards: an environmentally-friendly system to increase both pedestrian and bike traffic while still accommodating driving. This is the future LBTS should embrace. Please see through all the "fog" and vote for this future for all of us. Have the courage to Pick Option 1. For once, let the people win, not "the money." Dan & Vivian Darnell
52	#1	Vivian Darnell	5100 Ocean Blvd	Lauderdale-By-The-Sea	FL	Option 1 represents the choice indicated by the vast majority of LBTS residents. It is the only one that moves our town towards an improved pedestrian+bicycle emphasis while still allowing a safe flow of traffic.
53	#1	Susan Devonshire	5000 n ocean blvd apt 206	Lauderdale-By-The-Sea	FL	Do not reduce the median
54	#1	Ken Evans	4624 Sea Grape Drive	Lauderdale-By-The-Sea	FL	None of the above.
55	#1	Suzie Wojtowicz	244 imperial lane	Lauderdale-By-The-Sea	FL	I would prefer to just fix/improve upon what we currently have: fix sidewalks, plant shade trees, clean up landscaping. Main concern with going to one lane is safety of pedestrians. Unfortunately, #3 option leaves very little median. I truly wish there was an option 4, like the one the "save el mar" group is proposing.
56	#1	Stephen Sykes	1967 s ocean blvd, 302A	Lauderdale-By-The-Sea	FL	
57	#1	Joseph Sherrier	1900 S Ocean Blvd, 15-T	Lauderdale-By-The-Sea	FL	I think expanding the median is the only way to go. One driving lane in each direction would make the area safer as well. Doesn't make much sense to make the median smaller. We should just leave it as is if that is the case an save everyone the money.
58	#1	Jay Flynn	241 commercial blvd	Lauderdale-By-The-Sea	FL	Option 1
59	#1	Wolfgang Gebell	271 Hibiscus Ave.	Lauderdale-By-The-Sea	FL	I wished we could use the median to WALK
60	#1	Julie A Gordon	271 Hibiscus Avenue	Lauderdale-By-The-Sea	FL	Looks the best!
61	#1	Joseph Mulcahy	242 Avalon Ave	Lauderdale-By-The-Sea	FL	
62	#1	Juan C Delgado	5292 NE 18th Terrace	Fort Lauderdale	FL	
63	#1	E.J. Wojtowicz	244 imperial	Lauderdale-By-The-Sea	FL	
64	#1	Samaret Macek	268 Imperial Lane	Lauderdale-By-The-Sea	FL	
65	#1	Joanne Smith	4511 El Mar Drive	Fort Lauderdale	FL	
66	#1	Erika Axani	264 imperial lane	Lauderdale-By-The-Sea	FL	So excited this may actually be happening!!

#	Option	NAME	ADDRESS	CITY / TOWN	STATE / PROVINCE	OPEN-ENDED RESPONSES / GENERAL COMMENTS
67	#1	Darlene Horsfield	4228 El Mar Drive	Lauderdale-By-The-Sea	FL	
68	#1	Sean Axani	264 Imperial Pane	Lauderdale-By-The-Sea	FL	
69	#1	Timothy Foster	4520 W Tradewinds Ave	Lauderdale-By-The-Sea	FL	
70	#1	Wes	Shelton	Lauderdale-By-The-Sea	FL	Plan looks brilliant but I see there seems to be some opposition to it. Please let me know if I can help in any way.
71	#1	Jeanie Steinmetz	1700 S Ocean Blvd	Lauderdale-By-The-Sea	FL	
72	#1	Richard W Keefe	4228 El Mar Drive #503	Lauderdale-By-The-Sea	FL	Get rid of those ugly cement poles and overhead electric wires on El Mar. Surely, FPL and LBTS can come to some sort of arrangement. Do it first so we don't have to do it later when we will have to tear up all the progress we've made.
73	#1	Carolann Sharkey	4228 El Mar Drive	Lauderdale-By-The-Sea	FL	Please do not specify a bike lane. Please provide public with net gain or loss in square footage of median with this proposal. There is a question about whether we give up or gain green space. Please specify in plan where the future underground lighting will be planned for.
74	#1	Susan Rhodes	5000 N Ocean Blvd	Lauderdale-By-The-Sea	FL	
75	#1	Lisa Tumminello	4629 El Mar Drive #10	Lauderdale-By-The-Sea	FL	I love option #1, makes total sense!!!! Our street is so in need of updating and this option makes it beautiful and safe for all.
76	#1	John Pagliaro	5100 No Ocean Blvd	Lauderdale-By-The-Sea	FL	
77	#1	Caroline V. Gary	5100 N OCEAN BLVD Apt 417	Lauderdale-By-The-Sea	FL	I'd like to preserve The Greenery of the town. I don't like any changes but I know a lot of money has been put forth to this project so there will be a Change. Option one leaves the most green. I think that one lane of traffic in each direction is sufficient. The only people who should be concerned with driving on this road of El Mar all the people visiting guitar and fears and motels. I live at Sea Ranch so I sometimes circumvent the traffic on A1A but I have a
78	#1	John Secco	4616 El Mar Dr	Lauderdale-By-The-Sea	FL	
79	#1	Julie Bloom	4344 El Mar drive	Lauderdale-By-The-Sea	FL	Saw the concepts today. #1 is perfect. Thanks!
80	#1	Julie Biancardi	5100 DUPONT BLVD 2N	FORT LAUDERDALE	FL	Please keep the green spacw
81	#1	Susan Rhodes	5000 N Ocean Blvd	Lauderdale-By-The-Sea	FL	
82	#1	Louise Muehl	4228 North Ocean dr #36	Lauderdale-By-The-Sea	FL	
83	#1	Wade Collum	Bougainvilla Dr	Lauderdale-By-The-Sea	FL	I don't see street trees proposed within the 9' sidewalk for more pedestrian walkability in the heat
84	#1	Chris Vincent	254 Corsair Ave	Lauderdale-By-The-Sea	FL	
85	#1	Marguerite Natoli	512 Sw 27 th st	Cape Coral	FL	Over all concept should keeping the small town charm snd flavor . It is THE thing that makes LBts so attractive . Less cars on ellen mar drive
86	#1	Bill Merrigan	Apt. 305	Lauderdale-By-The-Sea	FL	Leave the median alone.
87	#1	Valerie Bosse	4050 North Ocean dr	Lauderdale-By-The-Sea	FL	
88	#1	Ed Buser	127	St Augustine	FL	I am a former resident of Fort Lauderdale. I grew up going to the beach off El Mar drive. Option 1 provides the best choice for the experience that area needs.
89	#1	Julie Petit	4316 El Mar Drive app 402	Lauderdale-By-The-Sea	FL	
90	#1	Debbie Hime	4501 El Mar Drive	Lauderdale-By-The-Sea	FL	Debbie testing! Thanks!
91	#1	Hugues Guenette	4316 El Mar app402	Lauderdale-By-The-Sea	FL	Keep up the good work and thanks for keeping us informed.
92	#1	Rita Lippman	1967 S Ocean Blvd	Lauderdale-By-The-Sea	FL	Please keep the median wide with beautiful palm trees
93	#1	Tom Troyan	4540 N. Ocean Dr. Unit 204	Lauderdale-By-The-Sea	FL	Would greatly appreciate a fourth option based on LBTS "Save the Median". Specifically, wider sidewalks & fixed drainage, otherwise no changes to median or traffic flow. If this option is not feasible due to FDOT requirements, then explain why to audience.
94	#2	Brian	259 s tradewinds Avenue	Lauderdale-By-The-Sea	FL	A wider bike path would be nicer over a wider driving lane.
95	#2	Caralyn Foster	4520 W Tradewinds Ave	Lauderdale-By-The-Sea	FL	
96	#2	Amanda Chanon	248 Codrington Dr	Lauderdale-By-The-Sea	FL	
97	#2	David Chanon	248 Codrington Dr	Lauderdale-By-The-Sea	FL	I don't believe a 20' wide median is much different than an 18' wide median and think that the extra room for bikers, walkers, etc. is better in terms of safety and feel.
98	#2	Irene Short	1717 S. Ocean Blvd 21	Lauderdale-By-The-Sea	FL	
99	#2	Dr. Jodi Alexandra Hift M.Ed., Ed.D., and C.I.D.	4020 Galt Ocean Drive, Apartment 1608	Fort Lauderdale	FL	
100	#2	Giovanna Stincer	1800 S OCEAN BLVD APT 1406	Lauderdale-By-The-Sea	FL	The median is already too big. If you make it bigger, more people will want to walk on it or by it.
101	#2	Steven Cole	221 Washington Ave	Lauderdale-By-The-Sea	FL	I prefer you fix the street in smaller scale impact projects and leave it as is.I do not want to choose any of the plans offered above
102	#2	Edward Neal	222 corsair ave	Lauderdale-By-The-Sea	FL	Narrow lanes will calm the traffic and green areas will make the roadway inviting. I still prefer a concept of a center walkway

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103	#2	Victoria Weidenthaler	5200 N. Ocean Blvd., 304	Lauderdale-By-The-Sea	FL	Although I option 2 gives more space for activities such as biking, walking, and running I do not like that there are pull outs for cars to come in and out from the median. This proposal also did not mention any details about fixing the current uneven pavement, undergrounding power lines, adding more lighting, and perhaps putting up some type of markers to keep cars from entering the bike path. I don't like the option that has two lanes of traffic, it seems unnecessary for El Mar but I would rather see current issues like the uneven pavement fixed.
104	#2	Alice Belusko	4471 Poinciana St.	Lauderdale-By-The-Sea	FL	
105	#2	Kelly S Byron	4471 Poinciana St	Lauderdale-By-The-Sea	FL	
106	#2	Robert Noll	4050 N Ocean Dr #1206	Lauderdale-By-The-Sea	FL	I just don't want to see the existing palm trees destroyed. I also don't want this to be a huge space for dogs to poop because of the increasing amount of disrespectful owners who don't respect the rules. Just like all the dogs coming on the beach, pissing and pooping and the police don't address it. Our town sadly is turning into a trash heap.
107	#2	Amy Nicolo	1560 Bel Air Ave	Lauderdale-By-The-Sea	FL	
108	#2	Michael Morelli	5000 N Ocean Blvd #1508	Lauderdale-By-The-Sea	FL	
109	#2	Mark Meyers	13 Castle Harbor Isle	Fort Lauderdale	FL	
110	#2	Regine Glaszer	1500 S Ocean Blvd	Pompano Beach	FL	I prefer a smaller lane for cars which automatically allows cars to drive slowly only and a wider bike lane allows more safety to bike riders
111	#2	Martha Fajardo	276 Codrington Dr	Lauderdale-By-The-Sea	FL	
112	#2	Raul Chirino	4050 N ocean Dr APT 1002	Lauderdale-By-The-Sea	FL	For me the 2 option is the best, we will never have heavy traffic then there is no need to have two traffic lines in both directions, we need the beauty of the media, its a nice ornament for our city. Something that is good to have is light along the way and during the night principally for security reason, my wife and I try to avoid walking at night because of the darkness.
113	#2	Berangere Barateig	5200 North Ocean Boulevard, apt 1010	Lauderdale-By-The-Sea	FL	
114	#2	Sally Petrillo	4117 Bougainvillea Drive #110	Lauderdale-By-The-Sea	FL	
115	#2	Tony Petrillo	4117 Bougainvillea Drive #110	Lauderdale-By-The-Sea	FL	
116	#2	Kelly Lopez	262 Algiers Ave	Lauderdale-By-The-Sea	FL	Wider bike lanes would be amazing! Thank you for taking on this project and including residence input.
117	#2	Jacqueline Roach	15 Sunset Ln	Lauderdale-By-The-Sea	FL	Two lanes are not necessary for a residential area.
118	#3	Larry Kaiser	244 ShoreCourt	Lauderdale-By-The-Sea	FL	I do not choose any of the 3 plans. With the exception of using one of the two lanes on Plan #3 for bikes and jogging. As is, I do not see any of these plans aesthetically improving El Mar's historic Old-Florida charm or its current multi-use functionality. With Plans #1 and #2 if the goal of designers was to get pedestrians off El Mar and onto a sidewalk due to safety concerns, these plans for truck deliveries up and down the landscaped El Mar median is literally one of the worst ideas I have ever heard. Bottom line. Who's idea was this anyway? How did small ideas and suggestions such as greenway paths down the median, fixing the sidewalks and swales or adding some lighting explode into a massively expensive demolition/reconstruction roadway project like we just went through on A1A south to Oakland Park? I checked off Plan #3 because it comes the closest to my preference. If kept as is, with the exception of using one lane for bikes and joggers there will be plenty of roadway for both pedestrians and vehicles to safely share. The demand for vehicles is very low. Two lanes are unnecessary for vehicles. As an avid biker you cannot imagine the joy and pleasure it is to bike on a wide, safe roadway. Sidewalks and swales are relatively cheap and easy to fix...and the people love 1920's original El Mar the way it is so I suggest saving LBTS taxpayers multi-millions of dollars with a Plan #4. One that "Leaves El Mar Alone and Just Fixes What Needs Fixing."
119	#3	Ann Byers	3900 n ocean dr #12B	Lauderdale-By-The-Sea	FL	LBTS should remain a walking community. Not sure if a designated bike lane is necessary and will be utilized (like ocean drive).
120	#3	Herbert Moses	5100 N Ocean Blvd	Lauderdale-By-The-Sea	FL	
121	#3	Anthony & Linda DeMarco	1541 S Ocean Blvd Apt 420	Lauderdale-By-The-Sea	FL	We get heavy traffic here and we think we need the 2 lanes. Thank you
122	#3	Jennifer Jatho	4117 Bougainvillea Drive	Lauderdale-By-The-Sea	FL	None of the above. Save our medians!
123	#3	James elder	2049 windward dr	Pompano Beach	FL	
124	#3	Thomas Kuecks	4510 el mar drive	Lauderdale-By-The-Sea	FL	
125	#3	Carol Kulkin	1900 Oceanwalk on unit 125	Lauderdale-By-The-Sea	FL	I do not believe we need a wider median, but we do need for shade for walkers & bicycles
126	#3	Matthew Kulkin	1900 Oceanwalk Lane #125	Lauderdale-By-The-Sea	FL	
127	#3	Gregg lambert	247 imperial lane	Lauderdale-By-The-Sea	FL	

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128	#3	Tracey Plunkett	255 Imperial Lane	Lauderdale-By-The-Sea	FL	Resident 🗳️ I'm voting for option three(3) because I think it would be a HUGE mistake to take El Mar drive down to one lane in each direction. Imagine for a moment how congested the area in front of Oriana/Mulligan's or 101 Ocean/Village Grille can be, and then think of what El Mar would be like if the whole street was one lane like this. I do not feel that bike lanes are necessary on El Mar~cyclists use the whole lane anyway and if they want a bike lane they can go to A1A. While I love the median, and definitely want to see some sort of median in the design, I feel as long as it is a green space for people to walk their dogs and to provide some shade trees, I do not feel it needs to be 20 feet wide. Improving the drainage, lighting and wider or at least cohesive, safe sidewalks are my primary wish list items. If an agreement couldn't be reached on the three design options the town has provided, I would hope the Town would at least improve upon what is currently there.
129	#3	Aaron Buerosse	227 imperial lane	Lauderdale-By-The-Sea	FL	Why change
130	#3	william blair	1541 S.Ocean Blvd.	Lauderdale-By-The-Sea	FL	
131	#3	Blrute Ann Clottey	1770 Bel Air Ave	Lauderdale-By-The-Sea	FL	Why are the town resident's opinions disregarded? Who knows better what El Mar should look like then those of us who live here, pay the taxes, and enjoy our beloved street just the way it is. Improve the sidewalks and leave the median alone. Change for the sake of change is an awful idea, a waste of tax dollars, and a slap in the face to town residents.
132	#3	Walter Guptill	4445 El Mar Drive Suite 2201	Lauderdale-By-The-Sea	FL	Life/Safety concerns with single lane. Also concerns about traffic flow for residents at VBS with service vehicles, moving, etc. We need better drainage and improved sidewalks in some areas. A greater improvement would be to put power lines underground.
133	#3	justin cotroneo	2121 s ocean blvd unit 305	Lauderdale-By-The-Sea	FL	
134		Gary Suisman	2000 South Ocean Blvd apt 7m	Lauderdale-By-The-Sea	FL	No reduction of median.
135		LUIS FILIPE DA COSTA	4540 West Tradewinds Avenue	Lauderdale-By-The-Sea	FL	The Option 1 could be my preference if there were no pull off lanes that will destroy the harmony of the median. I propose to modify Option 1, without pull off lanes, and to take out all the huge electricity poles off El mar Drive and to bury the cables underground. This can be done wile repairing the boardwalk.
136		William McGarrity	5200 N Ocean Blvd	Lauderdale-By-The-Sea	FL	We need an option #4 which is keep the current design and make improvements such as fixing the sidewalks, swales, drainage and lighting. There is no need for an expensive redesign! Listen to the residents who love El Mar Drive the way it is right now.
137		James Pintsopoulos	4322 el mar dr	Lauderdale-By-The-Sea	FL	I don't like any of the 3 options Leave El mar as is just fix sidewalks NO COMMERCIAL VEHICLE PARKING ALLOWED WITH EXCEPTION OF EXISTING PARKING SPACES
138		Jake Joyce	4629 poinciana st. #410	Lauderdale-By-The-Sea	FL	Please leave El Mar as it is with the exception of widening and fixing the sidewalks and updating the lighting. Thanks,and I vote
139		GARY W BURNETT	269 HARBOR DRIVE	Lauderdale-By-The-Sea	FL	Just replace all the many UNEVEN sidewalk sections but save the median as it is - town has kept it manicured ,green & beautiful , NO NEED FOR CHANGE Option #4
140		J Lavan	4511 El Mar Dr - 309	Lauderdale-By-The-Sea	FL	I do not like any of the options the Commissions and Planners have given us. All of the plans take away our quaint small-town atmosphere. We bought on El Mar Drive because we overlook the well-maintained street with a median strip with lovely palm trees and shrubbery. I don't want to see pull-off stops for delivery trucks. After delivery hours those stops will become parking spaces for people who are visiting Commercial vendors. We have plenty of public parking already. Questions: what are your goals in creating this project? Who is paying for this project? and foremost what do El Mar residents going to benefit from this project? The sidewalks and sewer grates could use some improvement, but not a major overhaul. The car drivers, bikers, joggers, walkers and truck drivers have had an amicable relationship for many years and will continue to without these major changes. If the Township has so much money, let's use it to put utilities underground. Some things are best to be left alone.
141		Fred Blickman	5400 N. Ocean Blvd. (Unit 36)	Lauderdale-By-The-Sea	FL	None of the options above. Repair the sidewalks and bike lanes.:
142		Bruce Burns	228 hibiscus ave	Lauderdale-By-The-Sea	FL	ElMar Drive Is perfect the way it is...Do not change it. It creates a very natural environment and always has.Changes will ruin the ambiance of the street. It is a great place to meet friends and walk your dog. Joggers, walkers and bike riders love it. A little congestion slows traffic making it safer. Leave it alone.
143		Maurene Pilkington	1770 s ocean blvd	Lauderdale-By-The-Sea	FL	None of the above...just fix the sidewalks and drainage...repave the road
144		Nancy shipman	1401 south ocean blvd	Pompano	FL	None of the above
145		Patricia Wilkinson	7 LANRAM RD	TAPPAN	NY	Please don't change El Mar Drive, the current street is what attracted me to area. Please leave as is a and spend money in areas that have flooding problems. Not El Mar Dr.
146		Margaret Winiarczyk	4457 Poinciana st	Lauderdale-By-The-Sea	FL	None of the above
147		Edward I Nelson	3900 N Ocean Dr	Fort Lauderdale	FL	I chose the best of the options, but wish you would simply fix the storm drains and give us new safe-to-walk-on sidewalks. Simple solution to resident's complaints!

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148		Darla Cheshier	227 corsair ave	Lauderdale-By-The-Sea	FL	We need all the trees we have for our health please do not disturb any of these trees that has taken many years of growth' that can never be replaces . I have lived here 53 years I have never seen that street flood it on a natural berm. Two small lanes for traffic bike lane . Delivery trucks do not need that much room and there delivery times can be scheduled to not busy times . Green please This is not the time to spend or tax \$ on hold everything until this pandemic is over.
149		Rhea Werner	5100 N Ocean Blvd - #903	Lauderdale-By-The-Sea	FL	None of the above. Fix the sidewalks and drainage.
150		Pat Krumenacker	4629 Poinciana St #321	Lauderdale-By-The-Sea	FL	I chose none of the above. Save our street the way it was originally designed. Fix what needs fixing! Please don't destroy it.
151		Charles wagner	284 s tradewinds ave	Lauderdale-By-The-Sea	FL	None of the above
152		Marguerite McHale	5200 North Ocean Blvd,	Lauderdale-By-The-Sea	FL	I prefer None of the Above. I would like us to keep median as is and fix broken sidewalks and additional eco friendly lights to the area. Thanks!
153		Wendy Johannsen	1700 S Ocean Blvd 2B	Lauderdale-By-The-Sea	FL	None of the above
154		Shelley Kirchner	3470 Lakeview Drive	Highland	MI	My husband and I own a unit in Leisure Mar which is on Elmar. Part of our attraction to the area is the quaint street with it's lush median. Why does it need to change at all. Maybe just some sidewalk repair and lighting.
155		Barry Connelly	5581 Bayview	Ft Lauderdale	FL	Please keep parking along the median. Even if you alternate the sides and "wind" the parking to keep a wider appearance of the median, we need parking when visiting friends! Please
156		Lynette Sonntag	4454 east tradewinds	Lauderdale-By-The-Sea	FL	Please , leave El Mar drive as is !!!!!
157		William C Sturm	5200 N Ocean Blvd Unit 115	Lauderdale-By-The-Sea	FL	I do not like any of the options for a number of different reasons. Leave the current 20/20/20 arrangement and spend a small amount of money to fix the few things that need fixing. This is a classic example of a design company coming up with a \$100 solution to a \$1.00 problem.
158		Byron Iavan	4511 el mar drive	Lauderdale-By-The-Sea	FL	I am opposed to all options suggested by the commissioners and planners. Approximately three years ago the township wanted to put horizontal parking up and down El Mar Drive. At a township meeting the El Mar residents vehemently opposed the plan which the township agreed to cancel at that time. Now the plan is back: bigger - more expansive and expensive. I must ask how much will this project cost? Who will benefit from these "improvements"? What kind of construction mess will the project create? How long will project take to complete? Most important, El Mar residents have the most to lose / what do we gain? The median strip is lovely to look at and makes the area peaceful and quaint.the bikers, joggers, walkers, etc get along amicably now and will in the future without what the Commissioners and Planners want. The Planners probably live miles away from our hamlet and have no vested interest. I think any option is ridiculous, expensive and unnecessary. If we have an abundance of money to spend, what about underground utilities?
159		Chris Williams	10201 Buchmill Drive	Glen Allen	VA	Option #1 seems to cover most of the concerns that were brought up in the other surveys. Traffic is never heavy enough to require two lanes in each direction. Larger median with better landscaping is the preferred option,
160		Jim Madgett	3900 N OCEAN DR APT 15B	Lauderdale-By-The-Sea	FL	I prefer Option #1 because it has the least chance of attracting on to El Mar the packs of scoff-law bicyclists who presently use A1A. Option #2 is my second choice; the 10'-wide clear zone (wider than Option #1) might just attract those twits from A1A. Option #3 is the worst; the double lanes of traffic in each direction has the highest chance of attracting those yahoos from A1A.
161		Joanne Geraci	4540 N Ocean Drive	Lauderdale-By-The-Sea	FL	I have owed overlooking El Mar for 32 years. Leave it the way it is. Just maintain it!! Have the trees trimmed and leave it two lanes. Stop commercializing the town.
162		Maria Stanciu	2005 Ocean walk Terrace#302	Lauderdale-By-The-Sea	FL	Much prefer current design, fix sewage, & beautify. Love the feel of this seaside town. Florida treasure..... Save the median!!!!!!
163		herb j young	4900 N OCEAN BLVD APT 705	Fort Lauderdale	FL	I don't think the current configuration of El Mar needs a major redesign. It is very nice for walking and enjoying the beauty of he area. Sidewalks are generally OK and at night there is plenty of light for safe walking. Adding bicycle lanes could cause a lot of traffic accidents. From what I observe bicycle riders do NOT observe stop signs and just do whatever they feel like doing
164		Lois Schmatz	# 205	Lauderdale-By-The-Sea	FL	I do not like any of these and do not understand why this is necessary. Let's fix the sidewalks, relandscape the median with a walkway down the middle and leave this unique, beautiful road alone.
165		paula morelli	5000 N Ocean Blvd # 1508	Lauderdale-By-The-Sea	FL	
166		Bruce Lloyd	5100 N. Ocean Blvd	Fort Lauderdale	FL	How do any of these designs address the need for more shade on the sidewalks of El Mar? It seems like the narrowing of the median, even in limited spots for service vehicle pull-outs, will take away from available shade. I frequently walk El Mar, and one reason I might walk in the street is because there is shade there from the beautiful, mature trees in the median.
167		Jose Gonzalez	219 Imperial Lane	Lauderdale-By-The-Sea	FL	None of the options are feasible, please leave El Mar Dr. the way it is and just fix what needs fixing, enough is enough!!!!!!
168		Suzanne Lang	2005 oceanwalk terrace 308	Pompano Beach	FL	Option 4 - just fix the uneven sidewalks and pave the road. Leave everything else alone. And provide the cost and expected time it would take for options 1, 2 and 3!
169		John O'Grady	272 imperial lane	Lauderdale-By-The-Sea	FL	Option 1

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170		Diana Kugler	4445 El Mar Drive #209	Lauderdale-By-The-Sea	FL	I do not like any of the 3 designs. I would like to keep the 2 lanes of traffic in both directions and the wide median as we have now. Ideally one of the 2 lanes (preferably the lane closest to the median) be a mixed use material so that people can use as they wish, delivery and repair trucks can park, town can use for special event parking, etc. No bike lane...They can legally use the vehicular lanes. Don't worry about making wider sidewalks, just fix the ones that are there now. Fix any street drainage issues that puddle and splash walkers. Add any additional lighting that you can without disrupting too much of the sidewalks or streets. Please get this done ASAP. Thank you
171		Jeff and Anne Heyn	4540 N. Ocean Drive, #302/303	Lauderdale-By-The-Sea	FL	
172		Sharlene Sposit	4445 El Mar Dr. #216	Lauderdale-By-The-Sea	FL	We moved on ElMar Dr. about 10 years ago. When we came there it was the quaintness of the street. The median is what makes this strip so unique, unlike most streets with the traffic and no trees and shrubs. As I can see most people want it to stay the same, that is why we came to the area.
173		John Hubler	51 castle harbor isle	Ft laud	FL	I've been a Lbts walker for 25 years. El mar is fine the way it is. Find a hotter fire to blow money. Maybe finding a way not to run off retail customers with parking free times.
174		Cynthia Mattia	4540 North Ocean Drive #604	Lauderdale-By-The-Sea	FL	Please DO NOT CHANGE EL MAR DRIVE! I'M NOT IN FAVOR OF ANY OF THE OPTIONS- I LIVE ON EL MAR
175		Stewart Pearlman	4445 el mar	Lauderdale-By-The-Sea	FL	none of the designs address the real issue of pedestrian traffic in the street. this will not solve. need to create boardwalk type environment missed the mark on all options
176		Joan Carino	280 Codrington Drive	Lauderdale-By-The-Sea	FL	My choice is to leave El Mar Drive alone. It's the oldest street in Lauderdale By The Sea. It's the prettiest street in LBTS. Just fix the sidewalks. Stop spending our money to try to change the ambience of our beautiful small town. If I wanted to live in Ft. lauderdale, I would move to the big city of Ft. lauderdale.
177		Marie Briggs	4050 N Ocean Dr unit #1107	Lauderdale-By-The-Sea	FL	Leave it as is just fix sidewalks! I wont vote for any of these choices
178		Maurice Carino	280 Codrington Dr	Lauderdale-By-The-Sea	FL	Why isn't there a fourth option that a number of residents have asked for and that is to repair the sidewalks and other items that REALLY need attention. Why do we need to spend hundreds of thousands of dollars or more on a street that really just needs repair, not renovation. How do the residents and business owners on El Mar feel about this expense renovation? Why do we need eight foot sidewalks? Why haven't the residents/taxpayers been provided cost estimates for each of the options?
179		jo lavan	4511 el mar drive 309	Lauderdale-By-The-Sea	FL	I don't think it's necessary to construct any options that the Commissioners are showing us. What are their goals? What do we benefit from tax payers money?
180		Tony vigna	4629 el mar dr	Lauderdale-By-The-Sea	FL	
181		Sophia Roth	1751 S Ocean Blvd	Lauderdale-By-The-Sea	FL	Please adopt #4 - Leave it alone and fix what's needed. It's beautiful the way it is. These 3 options destroy all the beauty that makes LBTS unique
182		Anne Giannella	235 Codrington Dr	Lauderdale-By-The-Sea	FL	Make no changes other than to fix the sidewalks.
183		Capt Jim Dadson, USN (Ret)	4629 Poinciana St., Apt 503	Lauderdale-By-The-Sea	FL	As the first Junior Mayor of LBTS (1964-1965) and condo owner here for 49 years....I vote to keep El Mar Drive....as is!
184		James Giannella	235 Codrington Drive	Lauderdale-By-The-Sea	FL	No to all concepts. Leave as is.
185		Maureen Daffner	3700 Ocean Dr	Ft Lauderdale	FL	I like option 4, which leaves this elegant historic promenade as it is except for sidewalk repairs.
186		Viviane Higgins	1620 S Ocean Blvd	Lauderdale-By-The-Sea	FL	In this time when money is tight. Why not leave everything there it is. Try to save money instead of spending it on things not needed
187		Michelle Kuecks	4510 El Mar Drive #402	Lauderdale-By-The-Sea	FL	Stop. There is a 4th option and that is to leave the medians as is. Repave the road surface. Plant new trees. All three of these options are unacceptable. What about fire rescue trucks? If you allow for one way traffic flow and parking then where are emergency vehicles supposed to park outside our condo building? It is most unfortunate that the preferred design fails to consider this. None of the designs address emergency vehicles, landscaping trucks and delivery trucks for condo buildings. Our building requires a crane to be utilized if an Air Conditioner needs to be replaced and put on top of the roof. What will happen then? There are too many concerns that are not being addressed. All of the proposals look pretty but are not functional; they are not well thought out; they are aesthetically pleasing but miss the mark. I am particularly disappointed at the labeling "Design Team Preferred" label. Way to show bias. Please, do us all a favor and let the residents who actually live on El Mar Drive decide what is preferred. Option 1 will cause a huge problem for large condo buildings where repair trucks cannot park inside the garage. The one way traffic flow will cause more traffic. The wide median size as is right now is preferred. For some reason you are only presenting three radical options. Please for the sake of those who actually live on El Mar Drive, listen to us. Listen to our concerns about how it will impact us directly. Will we be able to get deliveries because believe me, the Amazon and Fedex trucks will not be using the "pull off" location, it is too far away from our condo building and our driveway does not allow for temporary truck parking. We are stuck in the hands of 3 options, none of which work. So, if you live in a condo building like ours, you lose. Please, do better. Listen.

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188		Paul Musser	5200 NORTH OCEAN BLVD 1107B	Lauderdale-By-The-Sea	FL	Not one of the options listed above is what is needed. Leave the median as is by far the best option. Use the money earmarked for this project to repair the drainage issue on the westside of A1A,
189		Fred Blickman	5400 N. Ocean Blvd. (Unit 36)	Lauderdale-By-The-Sea	FL	I do not want any of the 3 options presented. Leave the median as is. The current sidewalks and bicycle paths need immediate repair.
190		Susan Welker	4564 El Mar Drive units & 4510 El Mar Drive	Lauderdale-By-The-Sea	FL	I would prefer that you leave the median alone.
191		Lynn	El Mar Drive	Lauderdale-By-The-Sea	FL	OPTION 4- NO CHANGES PLEASE Leave El Mar Drive alone. It's so Beautiful and easily shareable by cars, walkers & bikes. It's worked for 40+ years. Why change it now. Trucks will Not only add pollution and danger to everyone, it will DETER visitors to our unique town.
192		Carmelina Iampos	4608 ElMar Drive	Lauderdale-By-The-Sea	FL	We love ElMar drive just the way it is, if you could just redo the sidewalks. Thought it would have been nice that you would bury the wires like you were supposed to or said you were. Now with the big cement poles the wires are right over the sidewalks and all the bird poop lands on the people and parked cars. So all the ideas don't really work well. Like the big monster building at the south end of ElMar..... Leave ElMar drive alone PLEASE. enough.
193		Suzanne Morese	4629 poinciana street. #311	Lauderdale-By-The-Sea	FL	We have such a lovely small town. What makes it do lovely is that its walkable, has green space, and is just about perfect the way it is now! Please don't change this!
194		Michael Ross	5109 N Ocean Blvd apt 715	Lauderdale-By-The-Sea	FL	I have lived in Lauderdale by the Sea for almost 25 years and walk on El Mar Drive almost daily, One of the pleasures of my walks is the views of the landscaped median, Over the years I have seen many proposed plans for El Mar Drive and appreciate all the effort involved in creating the plans, I think the town did a great job beautifying Anglin Square and Commercial Blvd. However, I am not in favor of any of the three proposals for El Mar Drive, I don't want to see the median reduced in size by cutouts for trucks and I think reducing the drive to one lane will result in backed up traffic and other problems. My preference is to keep the median as it is in size, fix sidewalks and drainage. I think a dedicated bike lane is not needed as there is already one on A1A. I understand A1A is scheduled to be worked on soon and so I hope any work on El Mar Drive can be completed either before or after that. Thank you for asking for our comments.
195		Jack Stevison	4604 Bougainville Dr	Lauderdale-By-The-Sea	FL	All these plans are terrible. You're bending over backwards to accommodate the restaurants at the expense of residents and pedestrians in our town. Stop trying to turn our town into South Beach!
196		John Colleran	4540 N Ocean Dr, Apt 205	Lauderdale-By-The-Sea	FL	Leave the median alone and fix the sidewalks.
197		Tina Colleran	4540 N Ocean Drive	Lauderdale-By-The-Sea	FL	Leave the median alone and fix the sidewalks
198		Cristie Furth	4525 El Mar Drive	Lauderdale-By-The-Sea	FL	I do not choose any of the above plans. As a 50 year resident and small business owner on El Mar Drive, with the exception of wider sidewalks, I do not see any of these plans aesthetically improving El Mar's historic Old-Florida charm or its current multi-use functionality. Pedestrian exercisers will still walk, jog and run on the soft asphalt street but with Plans 1 and 2 there will be little room to distance from traffic. Residents walking their dogs will end up walking directly in the single traffic lane next to the grass and taking their lives in their hands. So, if the goal of designers was to get pedestrians off El Mar and onto a sidewalk due to safety concerns, these plans fail. Let's talk median for Plan 1 & 2. Inserting pull-out parking lots for truck deliveries up and down the landscaped El Mar median is literally one of the worst ideas I have ever heard in my 50 years living in Lauderdale by the Sea. El Mar is prime beachfront property 100 feet from the ocean!!! It should be designated a historic site not converted into unsightly truck stop! In addition if Planners review their zoom meetings with El Mar stakeholders they would have to admit they suggested turning the truck stop into public parking spaces after truck hours are over. Now for two lane plan #3 which was put together after the backlash over the one-lane plans. With all the new safety standard requirements (which appear to be selectively implemented throughout Town) the median again appears on the chopping block, reduced from 20 ft. down to 8 ft. Currently El Mar is 20/20/20. 20 feet roadway each side separated by a 20 ft. landscaped median. Plan #3 keeps the two lanes each way which is good for people, cars, and trucks but visualize how a tiny 8 ft. median ruins the perfect 20/20/20 symmetry which makes El Mar the exceptional seaside experience Lauderdale by the Sea residents, locals and visitors from all around the world love. Bottom line. Who's idea was this anyway? How did small ideas and suggestions such as greenway paths down the median, fixing the sidewalks and swales or adding some lighting explode into a massively expensive demolition/reconstruction roadway project like we just went through on A1A south to Oakland Park? El Mar drainage is generally quite good, there is currently plenty of roadway for both pedestrians and vehicles to safely share, sidewalks and swales are relatively cheap and easy to fix...and the people love 1920's original El Mar the way it is so I suggest a new plan that "Leaves El Mar Alone and Just Fixes What Needs Fixing."

#	O p t i o n	NAME	ADDRESS	CITY / TOWN	STATE / PROVINCE	OPEN-ENDED RESPONSES / GENERAL COMMENTS
199		Betty Blickman	5400 N. Ocean Blvd #36	Lauderdale-By-The-Sea	FL	It is beyond my comprehension how any landscape architectural firm or whomever submitted these plans can even consider doing anything to the median. In my opinion it amounts to landscape design malpractice! One has no further to look then Commercial Blvd. between A1A and El Mar drive to see how removing the median destroyed the charm of this area, and gave our town an empty commercial feel instead of the warm charming feeling it had. Instead of a plan destroying the median, a plan should have been submitted on how the area could be improved without decreasing or changing the median in anyway. LISTEN TO THE RESIDENTS. THE MEDIAN SHOULD NOT BE CHANGED IN ANY WAY. SAVE THE MONEY REQUIRED FOR YOUR UNNECESSARY PLANS AND PUT IT TOWARD ALLEVIATING FLOODING IN THIS AREA OR ANOTHER. PLEASE DO NOT DESTROY THE CHARM OF THIS STREET.
200		Marie Briggs	4050 N Ocean Drive Unit 1107	Fort Lauderdale	FL	I will not choose any options -This survey is unacceptable. please add a 4th option that says: 1) LEAVE IT AS IS, but fix the sidewalks and swales 2)Also, please post how much each Option will cost.
201		Sally Musser	5200 N Ocean Blvd	Lauderdale-By-The-Sea	FL	This survey is unacceptable. please add a 4th option that says: 1) LEAVE IT AS IS, but fix the sidewalks and swales 2)Also, please post how much each Option will cost.
202		ANTHONY PINTSOPOULOS	4322 EL MAR DR	Lauderdale-By-The-Sea	FL	People's Plan #4: Leave El Mar alone/Just fix what is needed. You should let the people who live on El Mar have more of a say that the people who just come to visit. They don't have to live with the fallout of you making El Mar one lane. Thanks
203		terri davis	1480 s ocean blvd	Lauderdale-By-The-Sea	FL	option 2. wider bike lanes please!
204		Barbara Cole	5000 N Ocean Blvd #412	Lauderdale-By-The-Sea	FL	I cannot choose any of the designs put forth. I would want the equal of 2 lanes with wide medians / no pull offs/ no bike lanes/ no full drainage plan as El Mar drainage issues are not extensive enough to require an overhaul drainage plan/ no 9 foot sidewalks. El Mar Drive only requires some minor fixes that could be done resulting in answering the actual responses shown in both the El Mar & Pedestrian - Bicycle surveys which showed lighting, fixing sidewalks along with the pedestrian/ bicycle traffic studies from 2013-2019 showing an average of 4-5 accidents for each annually with no fatalities! Finally whatever plan this commission votes on should not happen until Jarvis Hall is open for public comment and the project must not begin until stakeholders / businesses are surveyed for a 2021 or 2022 implementation. This will be a 2022 major commission election issue.

Town Commission Meeting

January 12, 2021

Public Comments

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

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

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

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

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

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

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

2.) Bill Smith, resident (273 words)

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

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

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

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

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

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

Thank you for your review of resident comments.

3.) Dan Darnell, resident (314 words)

I can't know what is in your minds or what you are thinking. I only know what it looks like from the outside. What it looks like is that you are facing a difficult decision and you are looking for the perfect

solution (there isn't one) that will please everyone (you can't) or at least will please most of the people (you'll never figure that out because it's a moving target).

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

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

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

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

4.) Hannah Gutner (124 words)

Good afternoon,

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

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

Thank you.

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

Dear Commissioners and Mayor:

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

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

6.) Bill McGarrity, resident (13 words)

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

7.) Paul Myles, resident (151 words)

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

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

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

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

To LBTS Commissioners

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

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

9.) Stuart Kreitzer, resident (162 words)

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

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

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

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

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

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

Hello,

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

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

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

Thank you,

11.) Ann Byers (148 words)

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

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

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

Help to maintain this small slice of paradise!

Thank you

12.) Maureen Smith, resident (119 words)

Dear Lauderdale by the Sea Town Commissioners,

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

Thank you,

13.)David Peck (98 words)

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

Thank you,

14.)Deborah Palmer, resident (169 words)

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

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

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

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

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

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

Thank you.

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

We urge LBTS commissioners to approve El Mar Drive improvements consisting of repair to existing sidewalks and increased street lighting. Please leave the median as is.

Thank you,

16.)Sophia Roth, resident (81 words)

Hello,

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

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

Thank you.

17.)Doug Frens, resident (45 words)

Dear city commissioners,

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

18.) Jim Dinverno, resident (141 words)

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

19.) Michael Ferrara, resident (149 words)

I live on Garden Ct, off Sea Grape Dr south of Commercial. Just a few words complimenting the Mayor and Town Commission on their work regarding the El Mar Drive Streetscape Project. It was thorough with several opportunities for the community to provide input between multiple town meetings and surveys. It is always hard trying to satisfy all the residents. I think you and the design firm did a terrific job with the final result. I may not agree with everything but the plan makes long overdue repairs and improvements. It also modernizes the look and feel of El Mar while maintaining the qualities we love. Most importantly, you gave everyone the opportunity to participate and be heard. There was a great response to the surveys and large participation. The majority, many silent, have spoken. It's a great result and plan. I appreciate the approach you took. Thank you!

20.) Michael Ferrara, resident (258 words)

Wanted to send a separate note from the one I just sent on the El Mar Drive Streetscape Project. Thank you for the overall handling of the COVID-19 crisis. You've done a great job keeping the beaches and businesses open while maintaining public safety guidelines. The leadership of the Mayor and Town Commission is much appreciated. Also, congratulations on getting the Holiday Inn demolition done. It's so nice being rid finally of the eyesore.

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

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

Thank you for your consideration to the above.

21.) Thomas Kuecks, resident (17 words)

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

22.) Robert Noll, resident (117 words)

Dear LBTS Town Officials,

As a resident who resides at The Caribé, I am deeply concerned for the amount of money that is being allocated to "enhance the beauty" of El Mar Drive. All that needs to be accomplished is the repair of drainage issues, sidewalk repair work, and the accountability of dog owners to pick up feces their pets drop and the

trash they leave behind. We currently have a beautiful landscaped area rich of mature shrubs, green grass, and palm trees that do not need to be ripped out and replaced.

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

Regards,

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

This is James & Anne Giannella, taxpayers, 235 Codrington Drive. We are vehemently opposed to any of the proposals for El Mar. Please leave this beautiful street as it is. We view this as an attempt to waste millions of taxpayer resources for a result that will not be beneficial to the community. If you have too much in taxpayer funds - please lower the tax rate. Many taxpayers and renters can hardly handle the burden as it is.

Respectfully submitted

24.) Joan Carino, resident (200 words)

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

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

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

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

25.) Maurice Carino, resident (179 words)

Mr. Mayor, Commissioners,

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

26.) Ellen Warburton, resident (50 words)

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

23.) Herb Young, resident (85 words)

I'm a resident of sea ranch lakes c and I enjoy walking El Mar drive everyday.

I don't think it needs a major redesign, just a little touch up, maybe fix some streetlights that may be out or patch a couple minor sidewalk cracks.

Installing more prominent bicycle lanes will only encourage more bicycle clubs and you should ask yourself, have you ever seen a bicycle stop at a stop sign? Let's keep them on A1A where they won't run stop signs and cause accidents.

24.) Elizabeth Vienna, resident (127 words)

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

25.) Les Byron, resident (11 words)

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

26.)David Nagle, resident (80 words)

To whom it may concern.

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

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

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

27.)Phil Caruso, resident (152 words)

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

28.)Jennifer Titcomb (22 words)

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

29.)Paul plhfmn@yahoo.com

A bike lane both ways please.

30.) Jack Bergman, resident (417 words)

Dear El Mar Drive planning team,

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

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

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

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

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

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

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

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

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

31.) Nicole Carrasco, resident (191 words)

Good evening,

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

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

All the best,

32.)Lisa Tumminello, resident (350 words)

Good Afternoon,

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

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

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

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

Thank you for your time.

33.)Johnriccio johnriccio58@comcast.net (9 words)

I am against this proposal please leave it alone

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

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

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

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

36.) Alice Belusko, resident (25 words)

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

37.)Peggy Mohler, resident (21 words)

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

38.)Janet Molchan, (17 words)

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

39.)Giovanna Moatamedi, resident (109 words)

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



Town Commission Agenda Item Report

Meeting Date: January 12, 2021

Submitted By: Lucila Lang

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

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

Explanation:

The CDBG Grant provides funding in the amount of \$19,233 for the Town's Senior Center Activities Program ("Program"). The total cost of the Program is \$83,600. The Town is required to provide a match of the remaining 64,367 to cover the costs of the program.

Recommendation:

Adopt Resolution 2021-02 approving the 46th Year CDBG Agreement ("Grant Agreement") with Broward County for the funding of \$19,233 through the County CDBG Program for Senior Center Activities, authorizing execution of the 46th Year CDBG Agreement, and authorizing the expenditure of \$64,367 to cover the remaining costs of the program.

Attachments:

1. 46th Year CDBG Agreement
2. Resolution 2021-02



**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
LAUDERDALE-BY-THE-SEA FOR FUNDING AND ADMINISTRATION OF 46TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR CENTER
ACTIVITIES AND OPERATION**

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 December 8, 2020 (Agenda Item No. 15), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of \$19,233 to fund Senior Center Activities and Operation 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 Senior Center Activities and Operation 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 Nineteen Thousand Two Hundred Thirty-three Dollars (\$19,233). 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 or such other form as may be provided to Town by County, in County's discretion.

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. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

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.
- 9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

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 24 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, 2020 ("Effective Date"), and shall end on September 30, 2021, 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 Drive
Town of Lauderdale-By-The-Sea, Florida
33308
Email address: billv@lauderdalebythesea-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.

[The remainder of this page is intentionally blank]

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 8th day of December, 2020 (Agenda Item No. 15), 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: _____
Claudia Capdesuner (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

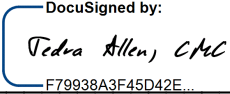
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46th Year Lauderdale By The Sea Senior Center
12/11/2020
#544351v1

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
LAUDERDALE-BY-THE-SEA FOR FUNDING AND ADMINISTRATION OF 46TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR CENTER
ACTIVITIES AND OPERATION

TOWN

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

By:  F79938A3F45D42E...
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 Operation

CDBG Funds Allocation: \$19,233

Project Description:

CDBG Funds in the amount of Nineteen Thousand Two Hundred Thirty-three Dollars (\$19,233) provided by County under the Agreement shall be used by Town to fund a portion of the costs for contractual services to implement the day-to-day operations of the senior center activities and operations. 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 participants.

The senior center activities and operations shall be provided to a minimum of one hundred (100) unduplicated seniors, ages 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; however, Town's responsibilities and obligations for the Project under the Agreement shall be as specifically described in this Exhibit A. In the event of any conflict between the terms of Attachment 1 to Exhibit A and Exhibit A, the terms of Exhibit A shall control.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele Activities

ATTACHMENT 1 to EXHIBIT A

PROGRAM DESIGN

Purpose of the Program

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

The Town of Lauderdale-By-The-Sea has subcontracted the implementation of the day to day operation to Bien-Aime, Inc. Bien-Aime, Inc., designs the activities and curriculum 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; anyone meeting the eligibility requirements may participate free of charge.

Participant Eligibility

Residents of Lauderdale-By-The-Sea who are 62 years of age or older. Proof of age and residence are 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 once 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 residence are required.

Applicants Responsibilities

Applicants are required to sign-in for each activity attended. Applicants are also asked to follow general safety rules and the instructor's course outline.

Files and Records

Records of Applicant registration forms, sign-in records, and Program Activities Schedules are maintained by Bien-Aime, Inc., and copies are periodically provided to Town staff and the Housing Finance and Community Redevelopment Division of the Broward County Department of Environmental Protection and Growth Management.

Grievance Procedures

Applicant grievances can be submitted to Bien-Aime, Inc., or the Lauderdale-By-The-Sea Town Manager's Office over the phone, in writing, or in person.

Addendum

Lauderdale-By-The-Sea Community Center calendar of activities for March 2020 (attached below).

Lauderdale By The Sea Community Center March 2020 Activities Calendar

Mon	Tue	Wed	Thu	Fri
2 10:00 AM - 1:00 PM Zumba Canceled 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM-11:45 AM Sign Language 11:45 AM-12:45 PM English as a Second Language (ESL) 1:00 PM-3:00 Bridge & Mahjong 1:00 PM-2:00 PM Yoga 2:00 PM-3:00 PM Yoga & Beyond 3:00PM-4:00 PM Inter. Spanish	3 10:00 AM - 11:00 AM Chair Yoga 10:00 AM-12:45 AM Acrylic Painting 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 12:00 PM Yoga 12:00 PM-1:00 PM Ballroom Dancing 1:00 PM - 2:30 PM Handheld Devices Tablets & Phones (IOS-Android-Fire-Win 2:45 PM - 3:45 PM Beginners Conversational Spanish	4 10:00 AM - 11:00 AM Zumba 10:00 AM-11:30 AM Watercolors 10:00 AM-4:00 PM Ping Pong (On Patio) 12:30 PM-3:30 PM Wood Burning 12:30 PM-3:30 PM ARTS & CRAFTS WORKSHOP Come and join our craft group. Share your favorite craft or learn a craft from others	5 10:00 AM-12:45 PM Open Art Paint Class – Acrylic, Pastel, Watercolors ... (*No Oil) 10:00 AM-4:00 PM Ping Pong (On Patio) 11:45 AM - 12:45 PM Yoga 1:00 PM - 2:00 PM Tai Chi/Qigong 2:15 PM-4:00 PM Computer Q&A	6 10:00 AM – 12:00 PM Bridge & Mahjong 10:00 AM - 11:30 AM Current Interior Decorating Ideas 10:00 AM-11:30 AM Tablets-Cell phones 10:00 AM-4:00 PM Ping Pong (On Patio) 12:00 PM - 1:00 PM Latin Dance Workshop 12:00 PM-1:00 PM - Brown Bag Friday 1:00 PM- 2:00 PM Beg. French 1:00 PM- 2:15 PM News & Views 2:30 PM- 3:45 PM Beg. Italian
9 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM-11:45 AM Sign Language 11:45 AM-12:45 PM English as a Second Language (ESL) 1:00 PM-3:00 Bridge & Mahjong 1:00 PM-2:00 PM Yoga 2:00 PM-3:00 PM Yoga & Beyond 3:00PM-4:00 PM Inter. Spanish	10 10:00 AM - 11:00 AM Chair Yoga 10:00 AM-12:45 AM Acrylic Painting 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 12:00 PM Yoga 12:00 PM-1:00 PM Ballroom Dancing 1:00 PM- 2:30 PM Handheld Devices Tablets & Phones-IOS-Android-Fire-Win 2:45 PM - 3:45 PM Beginners Conversational Spanish	11 10:00 AM - 11:00 AM Zumba 10:00 AM-11:30 AM Drawing 10:00 AM-4:00 PM Ping Pong (On Patio) 12:30 PM-3:30 PM Wood Burning 12:30 PM-3:30 PM ARTS & CRAFTS WORKSHOP An Evening at Jarvis Hall Series 6:00 PM-8:30 PM 8th Annual Art Exhibit	12 10:00 AM-12:45 PM Open Art Paint Class – Acrylic, Pastel, Watercolors ... (*No Oil) 10:00 AM-4:00 PM Ping Pong (On Patio) 11:45 AM - 12:45 PM Yoga 1:00 PM - 2:00 PM Tai Chi/Qigong 2:15 PM-4:00 PM Computer Q&A	13 10:00 AM – 12:00 PM Bridge & Mahjong 10:00 AM-11:30 AM Interior Decorating 10:00 AM-11:30 AM Tablets-Cell phones 10:00 AM-4:00 PM Ping Pong (On Patio) 12:00 PM - 1:00 PM Latin Dance Workshop 12:00 PM-1:00 PM -Brown Bag Friday 1:00 PM- 2:00 PM Beg. French 1:00 PM- 2:15 PM News & Views 2:30 PM- 3:45PM Beg. Italian
16 10:00 AM - 11:00 AM Zumba 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM-11:45 AM Sign Language 11:45 AM-12:45 PM English as a Second Language (ESL) 1:00 PM-3:00 Bridge & Mahjong 1:00 PM-2:00 PM Yoga 2:00 PM-3:00 PM Yoga & Beyond 3:00 PM-4:00 PM Inter. Spanish	17 No Scheduled Activities 	18 10:00 AM - 11:00 AM Zumba 10:00 AM-11:30 AM Watercolors 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 4:00 PM Ping Pong (On Patio) 12:30 PM-3:30 PM Wood Burning 12:30 PM-3:30 PM ARTS & CRAFTS WORKSHOP Come and join our craft group. Share your favorite craft or learn a craft from others	19 10:00 AM-12:45 PM Open Art Paint Class – Acrylic, Pastel, Watercolors ... (*No Oil) 10:00 AM-4:00 PM Ping Pong (On Patio) 11:45 AM - 12:45 PM Yoga 1:00 PM - 2:00 PM Tai Chi/Qigong 2:15 PM-4:00 PM Computer Q&A	20 10:00 AM – 12:00 PM Bridge & Mahjong 10:00 AM - 11:30 AM Current Interior Decorating Ideas 10:00 AM-11:30 AM Tablets-Cell phones 10:00 AM-4:00 PM Ping Pong (On Patio) 12:00 PM - 1:00 PM Latin Dance Workshop 12:00 PM-1:00 PM -Brown Bag Friday 1:00 PM- 2:00 PM Beg. French 1:00 PM- 2:15 PM News & Views 2:30 PM- 3:45PM Beg. Italian 2:00 PM - 4:00 PM Performing Arts
23 10:00 AM - 11:00 AM Zumba 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM-11:45 AM Sign Language 11:45 AM-12:45 PM English as a Second Language (ESL) 1:00 PM-3:00 Bridge & Mahjong 1:00 PM-2:00 PM Yoga 2:00 PM-3:00 PM Yoga & Beyond 3:00 PM-4:00 PM Inter. Spanish	24 10:00 AM - 11:00 AM Chair Yoga 10:00 AM-12:45 AM Acrylic Painting 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 12:00 PM Yoga 12:00 PM-1:00 PM Ballroom Dancing 1:00 PM - 2:30 PM Handheld Devices Tablets & Phones-IOS-Android-Fire-Win 2:45 PM - 3:45 PM Beginners Conversational Spanish	25 10:00 AM - 11:00 AM Zumba 10:00 AM-11:30 AM Drawing 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 4:00 PM Ping Pong (On Patio) 12:30 PM-3:30 PM Wood Burning 12:30 PM-3:30 PM ARTS & CRAFTS WORKSHOP Come and join our craft group. Share your favorite craft or learn a craft from others	26 10:00 AM-12:45 PM Open Art Paint Class – Acrylic, Pastel, Watercolors ... (*No Oil) 10:00 AM-4:00 PM Ping Pong (On Patio) 11:45 AM - 12:45 PM Yoga 1:00 PM - 2:00 PM Tai Chi/Qigong 2:15 PM-4:00 PM Computer Q&A	27 10:00 AM – 12:00 PM Bridge & Mahjong 10:00 AM - 11:30 AM Current Interior Decorating Ideas 10:00 AM-11:30 AM Tablets-Cell phones 10:00 AM-4:00 PM Ping Pong (On Patio) 12:00 PM - 1:00 PM Latin Dance Workshop 12:00 PM-1:00 PM -Brown Bag Friday 1:00 PM- 2:00 PM Beg. French 1:00 PM- 2:15 PM News & Views 2:30 PM- 3:45PM Beg. Italian
30 10:00 AM - 11:00 AM Zumba 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM-11:45 AM Sign Language 11:45 AM-12:45 PM English as a Second Language (ESL) 1:00 PM-3:00 Bridge & Mahjong 1:00 PM-2:00 PM Yoga 2:00 PM-3:00 PM Yoga & Beyond 3:00 PM-4:00 PM Inter. Spanish	31 10:00 AM - 11:00 AM Chair Yoga 10:00 AM-12:45 AM Acrylic Painting 10:00 AM-4:00 PM Ping Pong (On Patio) 11:00 AM - 12:00 PM Yoga 12:00 PM-1:00 PM Ballroom Dancing 1:00 PM - 2:30 PM Handheld Devices Tablets & Phones-IOS-Android-Fire-Win 2:45 PM - 3:45 PM Beginners Conversational Spanish	All Activities Are Held At: 4501 N. Ocean Drive Lauderdale By The Sea FL. 33308 Call 954-640-4225 Armilio Bien-Aime Director - http://www.lauderdalebythesea-fl.gov * Participants may bring only battery-powered laptop/notebook computer to hands-on classes – electrical outlets are not available. Responsibility for computer operation and safety rests with the owner/operator. Instructor does not provide any repair or technical support beyond coursework.		

Attention: Due to Coronavirus Disease 2019 (COVID-19) classes were canceled starting 3-13-20

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 Funds	Total
A.	Personnel and Fringe Benefits	-	-	-
B.	Travel	-	-	-
C.	Equipment	-	-	-
D.	Supplies	-	-	-
E.	Contractual Services	\$19,233	\$ 64,367	\$ 83,600
F.	Construction	-	-	-
G.	Other	-	-	-
H.	Total	\$19,233	\$ 64,367	\$ 83,600

BUDGET NARRATIVE

CDBG Funds: \$19,233

CDBG Funds provided under the Agreement shall be used by Town to fund a portion of the costs for contractual services to implement the Project.

Non-CDBG Funds: \$83,600 (Town's General Fund)

Town shall contract with a Subcontractor to implement the Project, which is estimated to cost Town approximately \$79,631 annually.

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, 2020	September 30, 2021
Record registration information	October 1, 2020	September 30, 2021
Record participation in activities	October 1, 2020	September 30, 2021
Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours.	October 1, 2020	September 30, 2021

EXHIBIT D**QUARTERLY PROGRESS REPORT****Reporting Period:** _____**Date Report Prepared:** _____**A. Project Information:**

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended To Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

- 1. Office Hours: _____
- 2. Resignations: _____
- 3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

Direct Benefit Form Public Service		
Accomplishments		
Accomplishment Type	Proposed Units	Actual Units
1 - People (General)		

**Direct Benefit Data by Persons
Race/Ethnicity**

Race	Total	Hispanic/Latino
Totals		

Income Levels

	Total
Extremely Low (30%/or Below AMI)	
Low (31%/50% AMI)	
Moderate (51%-80% AMI)	
Non-Low/Moderate (Above 80% AMI)	
Totals	
Percent Low/Mod	

Public Services

Total Households Assisted:

Of the Total Households, Number of:

	Number of Households
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total	

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

***Work Tasks as listed in the Exhibit C (Project Time) of the Agreement.**

EXHIBIT E**REQUEST FOR PAYMENT****Community Development Block Grant Program
46th 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 2021-02

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

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) is eligible to receive \$19,233.00 in grant funding through the Broward County Community Development Block Grant Program for Fiscal Year 2020/2021 (the “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 46th Year Community Development Block Grant (the “Agreement”) for the Town’s Senior Center Activities Program (the “Program”); and

WHEREAS, the total cost of the Program is \$83,600.00, and the Town is required to provide \$64,367.00 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 46th 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 \$19,233.00 for the Program for fiscal year 2020/2021 under the 46th Year Community Development Block Grant Program.

Section 4. Authorization of Funds. The Town is hereby authorized to expend Town funds in the amount of \$64,367.00 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 _____, 2021.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)