

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, December 12, 2023

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, December 12, 2023, 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 by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Christmas-By-The-Sea Recap
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO November 2023 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Visitor Center Q3 2023 Report
 - 8.b. Town Manager Report
 - 8.c. September 2023 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for November 14, 2023.
11. **CONSENT AGENDA**
 - 11.a. Resolution 2023-69 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TRANSFER OF OWNERSHIP OF A POLARIS VEHICLE TO BROWARD COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF THE AGREEMENT TO TRANSFER THE POLARIS VEHICLE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
 - 11.b. Resolution 2023-63: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) CROSSWALK SIGNAGE IMPROVEMENTS WITHIN THE RIGHT OF WAY OF STATE ROAD A1A - 1800 SOUTH OCEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

12. OLD BUSINESS

13. NEW BUSINESS

13.a. Resolution 2023-50: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH ONE PARKING INC. FOR PARKING ENFORCEMENT SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF DELRAY BEACH AGREEMENT AWARDED PURSUANT TO RFP 2022-038; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

13.b. Resolution 2023-68: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR PUBLIC INFORMATION OFFICER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

13.c. Dive into Summer 2024

13.d. Town Manager Annual Review

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

18.a. Case Number 2023-L2-AA-03: Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements And Review Procedures,” Division 4 “Adjustments To The Code – Procedures And Requirements,” Section 30-128 “Administrative adjustments” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Level 2 Administrative Adjustment to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

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 ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting’s agenda, but should relate to the business of the Town, and

should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

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

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

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

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Christmas-By-The-Sea Recap

Explanation: Katie Anderson will give a recap presentation of Christmas-By-The-Sea.

Recommendation:

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Thomas Palmer, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO November 2023 Public Safety Report

Explanation: BSO November 2023 report prepared by Captain Thomas Palmer.

Recommendation: Accept/Approve

Exhibits:

1. BSO November 2023 Report



Date: December 1, 2023

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- November 2023

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Mike Kratz

On Friday, November 3, 2023, at 10:18 a.m., Dep Kratz was approached by three pedestrians at N Ocean Dr/Commercial Blvd. in reference to a disturbance regarding a very intoxicated adult female that was stumbling/falling just north of Commercial Blvd. The female was located just north of the intersection stumbling around as described and walking into the roadway causing a traffic hazard and vehicles to slam on their brakes to prevent a collision. Deputy Kratz made contact with this subject who was uncooperative, belligerent, and refused to provide information. Deputy Kratz subsequently arrested this individual for disorderly intoxication and transported her to jail.

On Friday, November 10, 2023, at 3:53 pm, Bravo Shift deputies and Criminal Investigations Detectives responded to the area of Commercial Blvd/E Trade Winds Ave, in reference to an LPR hit regarding a stolen tag on a white Mazda truck that had created numerous prior LPR hits while driving around these past several days. A traffic stop was conducted on E Trade Winds Av just south of Commercial Blvd. Deputy Kratz's investigation determined the vehicle was purchased for cash several months past and the driver never registered it. The driver also later falsely informed the original owner that the attached tag had been stolen, which caused the victim of the tag to report the tag stolen. Deputy Kratz recovered the falsely reported stolen tag, towed the vehicle, and issued the driver a criminal citation for driving while license suspended.

On Friday, November 24, 2023, at 11:00 am, Deputy Kratz was on patrol and observed a known subject walking on Commercial Blvd. Dep Kratz recalled and had prior knowledge of an active arrest warrant for this adult male. Deputy Kratz immediately contacted this subject and confirmed the subject had an active Writ of Arrest & Commitment for unpaid child support for the amount of \$841.

On Saturday, November 25, 2023, at 9:45 am, Deputy Kratz responded to a call for service regarding a male sleeping inside the parking garage of a business located within the Town of LBTs. The business is also a participant of the LBTs BSO No Trespassing Program with properly

posted “No Trespassing” signs. Deputy Kratz, who is a team leader of this program immediately contacted this adult male. The subject had no ID in his possession and initially provided a name which Deputy Kratz deemed to be false. Deputy Kratz was able to utilize his investigative skills and determine the identity of this subject who provided false information to deceive law enforcement. A records check revealed this subject was on active felony probation and he was a wanted person with an active capias arrest warrant for VOP/Possession of Cocaine. Deputy Kratz arrested this subject for the Active VOP Capias arrest warrant for Possession of Cocaine, and appropriately add-charged this subject with Resisting w/o Violence/Obstruction, and Violation of Probation.

Deputy Kratz has over 35 years of Law Enforcement experience and the above-mentioned incidents reflect the excellent efforts put forth by Deputy Kratz during the month of November. Throughout the years, Deputy Kratz has shown his true value and commitment each day he works. Due to his hard work and commitment to protect and serve the community of the Town of LBTS, Deputy Kratz was awarded Deputy of the Month for November 2023.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town’s waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-

by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 239 miles and 31 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were experiencing mental health crises and were Baker Acted. Two (2) individuals experiencing homelessness were contacted during this period. Both individuals refused services and were trespassed from commercial establishments.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Veterans Day: On Saturday, November 11th, the Town of Lauderdale by the Sea hosted the annual "Veterans Day Event" in Jarvis Hall. An estimated 150+ people attended the event throughout the morning. Captain Palmer and Lieutenant Wesolowski attended the event. The Broward Sheriff's Office Honor Guard performed a rifle volley during the event.

Assumption Catholic Church Blue Mass: On Wednesday, November 15th, Assumption Catholic Church hosted a "Blue Mass" in recognition of law enforcement and first responders. Captain Palmer and Lieutenant Wesolowski attended the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2311-000036
DATE/TIME: 11/02/23 @ 1410 hrs
LOCATION: 4117 Bougainvilla Dr
SUSPECT: Leon Sheffield B/M 12/06/1956
VEHICLE: 2002 Dodge Ram P/U
INCIDENT: Warrant Arrest-Violation of Probation-Theft
SUMMARY: Dep Kratz conducted a traffic stop at the intersection of Hibiscus Av/Bougainvilla Dr for a 'no brake lights' violation. Driver Sheffield admitted he did not have a valid Florida Driver's License that was also suspended. A records check revealed an active arrest warrant for Violation of Probation with an original charge of Theft. The suspect was transported to jail without incident.

CASE: 13-2311-000048
DATE/TIME: 11/03/2023 @ 1018 hrs.
LOCATION: 4400 Blk. N Ocean Dr.
SUBJECT: Savannah Carbonell W/F 7/9/1997
INCIDENT: Disorderly Intoxication Arrest
SUMMARY: Dep Kratz was approached by three pedestrians at N Ocean Dr/Commercial Blvd. in reference to a very intoxicated W/F that was stumbling/falling just north of Commercial Blvd. She was located just north of the intersection stumbling around and walking into the roadway causing vehicles to slam on their brakes to prevent a collision. Contact was finally made on the west side of the roadway. She was uncooperative and belligerent. She refused to provide information. She was subsequently arrested for DOI and transported to the main jail after medical clearance at BGH.

CASE: 13-2311-000080
DATE/TIME: 11/05/2023 @ 0500 hrs
LOCATION: 272 Imperial Ln
SUSPECTS: Unknown
INCIDENT: Grand Theft Auto-Golf Cart
SYNOPSIS: A 2021 ICON Golfing Cart was removed from the driveway overnight. Possible suspects were captured on video in the area. Investigation is ongoing.

CASE: 13-2310-000110
DATE/TIME: 11/06/2023 @ 1921 hrs.
LOCATION: 4319 N Ocean Drive - Walgreens
SUSPECT: Unknown adult BM
INCIDENT: Retail Theft - Delayed
SUMMARY: An unknown adult black male entered the store and removed a beach bag valued at \$19.99 from a store isle. The unknown suspect later walked out of the store without paying for the beach bag, and management believed the suspect also filled the bag up with unknown store items because the bag was full when he left the store. There was an over 15-minute time delay in reporting the incident to law enforcement. Investigation is ongoing.

CASE: 13-2310-000518
DATE/TIME: 11/06/2023 @ 1654 hrs
LOCATION: 1 Commercial Blvd
ARRESTEE: Jorge Perez WM DOB: 09/27/1979
INCIDENT: Bicycle Theft ** **UPDATE-ARREST ****
SYNOPSIS: The Defendant Jorge Perez was identified as a suspect of a bicycle theft that occurred on 10/23/2023 @ 4220 El Mar Drive under LBTS case 13-2310-000518. Dep Krickovich observed the subject loitering at the above location and he was arrested. The subject was transported to the BSO Main Jail.

CASE: 13-2311-000123
DATE/TIME: 11/07/23 @ 1317 hrs
LOCATION: 218 Commercial Blvd
SUSPECT: Brian Falabella WM 01/19/75
INCIDENT: Battery
SUMMARY: The suspect, who was a customer of Billy Jack's Shack, was causing a disturbance by approaching other customers and making inappropriate comments including claiming another customer's baby was his. The restaurant manager approached Falabella and asked him to leave. He became aggressive and pushed the manager in the chest area and was grabbing her and trying to throw her over a table when a witness interceded, and he let her go. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2311-000148
DATE/TIME: 11/08/23 @ 11:00 hrs
LOCATION: 100 Commercial (Harrats)
SUSPECT: Paul Mulvihill W/M 6-25-71
INCIDENT: Warrant Arrest - Theft
SUMMARY: Mulvihill had an existing tab at Harrats from 11/04/23, and he left his phone as collateral. Today he ate and drank at Mulligans and left, stating he needed to get his phone from Harrats Restaurant. Mulvihill did not have any money to pay his Harrats tab and get his phone back. FCIC revealed two active warrants for Theft of Services and Defrauding an Innkeeper. Mulvihill was issued a trespass warning for both Mulligans and Harrats, The suspect was arrested and transported to jail for the active arrest warrant.

CASE: 13-2311-000188
DATE/TIME: 11/09/23 2034HRS
LOCATION: 4200 Bougainvilla Dr
ARRESTEE: B/M Fred Junior Vilbrun 08/09/02

INCIDENT: Narcotics Violation/ VOP

SUMMARY: A traffic stop was conducted in reference to a traffic violation (Disobey Traffic Control Device). Contact was made with the offender who had been driving w/o a valid license. The suspect is currently on probation for Cocaine/Sale/Manufacture/Delivery until 10/29/2025. Offender placed under arrest and a search incident to arrest revealed one schedule 2 narcotic pill (Percocet 10mg) and approximately 7 Grams of Marijuana. The offender was charged accordingly and transported to the BSO Main Jail.

CASE: 13-2311-000211

DATE/TIME: 11/10/23 @ 1553 hrs

LOCATION: Commercial Blvd/E Trade Winds Av

SUSPECT: Petit Prosper Pericles B/M 11/24/87

VEHICLE: 2002 Mazda B300 P/U

INCIDENT: Stolen Tag FL/PJ591Z-LPR

SUMMARY: Deputies and CI detectives responded in reference to an LPR hit regarding a stolen tag on a white Mazda pick-up that had created LPR hits numerous times during the past several days. A traffic stop was conducted on E Trade Winds Av just south of Commercial Blvd. The investigation determined the vehicle was purchased for cash several months past and never registered. Driver Pericles later falsely informed the original owner the tag had been stolen, so he reported it as such. Stolen tag was recovered, the vehicle towed, and the driver criminally cited for driving while license suspended.

CASE: 13-2311-000311

DATE/TIME: 11/14/2023 @ 1825 hrs

LOCATION: 4325 W Tradewinds Ave

VEHICLE: Silver/BIK 2023 Mercedes MAYBACH S680: Value \$250,000.00

INCIDENT: Delayed Stolen Vehicle – **KEY FOB**

SUMMARY: Deputies responded to the above location in reference to a 20-minute delay regarding a stolen vehicle. The reportee indicated he purchased a two-toned Grey/Black 2023 Mercedes Benz MayBach (\$250,000.00) about three weeks prior from a company in Buffalo, New York. According to the reportee, the company agreed and allowed him to put his Ferrari up for sale on consignment at Ferrari of Fort Lauderdale (5750 N Fed Hwy), and when the car sold, they would accept payment for the vehicle in question. The reportee indicated that both dealerships were aware and agreed to this civil transaction, and the Mercedes Benz company from NY shipped the vehicle to Florida where the reportee took possession of it. The reportee received the vehicle on this date and advised he left his key fob inside his new Mercedes while parked in his front yard, and during that time, an unknown person(s) then drove off with the vehicle, which was followed by another vehicle. The vehicle was captured on the LPR system early today when the reportee still had possession. The investigation is ongoing.

CASE: 13-2311-000342

DATE/TIME: 11/16/23 @ 0300 hrs

LOCATION: 4506 W Trade Winds Av

VEHICLE: 2022 Advanced EV 6 passenger golf cart

INCIDENT: Grand Theft Auto- Golf Cart-**Recovered**

SUMMARY: On 11/16/23, at approx. 0600, Dep Roach was leaving the district enroute home and observed an abandoned 2022 Advanced EV partially blocking the roadway at the 4200 block of N. Ocean Blvd, Ft. Lauderdale. The ignition was damaged/cut, and the cart had been 'hotwired.'

The cart was registered to 4506 W. Tradewinds Av. The golf cart was recovered and returned to the victim. Investigation is ongoing.

CASE: 11-2311-006324/13-2311-000425
DATE/TIME: 11/19/2023 @ 1945 hrs
LOCATION: 1395 S Ocean Blvd
INCIDENT: AOA to Pompano Beach PD ref DUI Crash Arrest,
Involving damage to Town of LBTS LPR System.
DEFENDANT: George Laskowski, WM DOB: 07/08/2000
VEHICLE: 2021 Black Tesla Y, FI Tag AWGK67, VIN# 5YJYGDEE7MF254550
SUMMARY: A black 2021 Tesla Y, was traveling at a high rate of speed northbound on S Ocean Bld. At 1401 S Ocean Blvd, the vehicle hit the median that is in the middle of the roadway on A1A. This first impact caused the vehicle to lose control and crash several hundred feet north into an FPL pole on the westside of the roadway (1395 S Ocean Blvd). The pole that the vehicle crashed into also housed/held and controlled the Town of LBTS LPR camera system. The driver of the Tesla was found to be impaired/DUI and arrested. The Tesla also captured the incident on its own vehicle camera system (82mph). The Town of Lauderdale by the Sea is actively filing insurance claims for the damage to replace the cameras and applicable hardware.

CASE: 13-2311-000513
DATE/TIME: 11/21 – 11/22 @ Overnight
LOCATION: 222 Algiers Ave
ARRESTEE: Kip Ricardo Phillips B/M 04/02/1972
VEHICLE: 2021 Black & Tan Yamaha Golf Cart
INCIDENT: Grand Theft (Golf Cart)-**ARREST-Recovered**
SUMMARY: Overnight, a Black Yamaha Golfing Cart was stolen from the car port on the west side of the home. The victim had placed an Apple Air Tag tracker on the golf cart and discovered the Air Tag was tracked to a location in east Ft. Lauderdale. Detectives Koos and Genovese were called out and located the Apple Air Tag tracker discarded on the side of the roadway. Detectives contacted the BSO Burglary Apprehension Team (B.A.T) who utilized investigative resources and later tracked the vehicle to the City of Pompano Beach where a suspect was located operating the vehicle. The suspect, Kip Phillips was interviewed by Det Koos who obtained his post Miranda recorded confession, in which he admitted 'purchasing' the golf cart, which he knew had already been stolen.. Phillips was charged with Grand Theft Motor Vehicle and Dealing in Stolen Property. The suspect was subsequently transported to the BSO Main Jail.

CASE: 13-2311-000560
DATE/TIME: 11/24/23 @ 1100 hrs
LOCATION: 4353 N Ocean Dr
ARRESTEE: Grayson Giddy W/M 8/19/1980
INCIDENT: Capias – Writ of Bodily Attachment
SUMMARY: While conducting patrol, Dep Kratz observed known subject Grayson Giddy walking on Commercial Blvd. Dep Kratz had prior knowledge of an active capias for Giddy's arrest. Giddy was detained accordingly and a records check confirmed an active Writ of Arrest & Commitment for unpaid child support in the amount of \$841. Giddy was charged and transported to the BSO main jail.

CASE: 13-2311-000580
DATE/TIME: 11/25/23 @ 0945 hrs
LOCATION: 240 Commercial Blvd
ARRESTEE: Christian Lee Petersen W/M 05/25/1980
INCIDENT: Warrant Arrest

SUMMARY: Dep Kratz responded to a report of a male sleeping inside the parking garage at a business which is properly posted as "No Trespassing" and is part of the BSO Trespassing Program. The suspect had no ID in his possession and initially provided a false name, claiming to be Benjamin Bargie. Further investigation identified him as Christopher Petersen, for which there was an active capias for VOP/Possession of Cocaine. Petersen was also determined to be on active felony probation for a similar prior charge. Petersen was arrested and charged with Resisting w/o Violence/Obstruction, Violation of Probation, and VOP Capias for Possession of Cocaine.

CASE: 13-2311-000590 (Dep Hernandez)
DATE/TIME: 11/26/23 @ 0001 hrs
LOCATION: 1481 S Ocean Blvd
INCIDENT: Vehicle Fire

SUMMARY: On 11/26/23 at approximately 0001 hrs, Deputies responded to 1481 S Ocean Blvd, in reference to a vehicle fire. Upon arrival, a gray 2013 Toyota Tacoma was found fully engulfed. A vehicle parked to the left of the Tacoma (2013 Hyundai Elantra), caught fire as well. The damage caused by the fire rendered both vehicles a total loss. A third vehicle parked to the right of the Tacoma (2020 gray Toyota Camry) also sustained fire damage to the driver's side of the vehicle, but it remained operable. PBF D Engine 11 responded and extinguished the fire. PDFD determined the cause of the fire was a faulty car battery that was improperly stored in the back of the Toyota Tacoma. No foul play was suspected.

CASE: 13-2311-000713
DATE/TIME: 11/29/23 1450@ hrs. 20-30 min time delay
LOCATION: 4540 Poinciana
SUSPECT: B/M 6'0 175lbs with do-rag
INCIDENT: Theft-Bicycle

SUMMARY: According to a witness/neighbor, a B/M removed the victim's Gray 29" Sun Beach Cruiser, with a black basket on the handlebars. (No Serial Number) while the victim went inside of his apartment for a brief moment. The witness did not realize the bicycle was stolen at the time he saw the B/M. Last known direction was SB on Poinciana towards Commercial Blvd. Approximate value is \$100. The witness said he could ID the suspect. Investigation is ongoing.

MONTHLY ARREST LOGS:

M	Battery-Touch or Strike	218	Commercial Blvd
F	Battery-Touch or Strike	4660	El Mar Dr
M	Battery-Touch or Strike	4660	El Mar Dr
M	Capias-Violation of Probation Theft	199	Hibiscus Av/Bougainvilla Dr
M	Capias-Writ of Arrest/Commitment Child Support	4353	N Ocean Dr
M	Warrant-Theft to Deprive / Lodge unlawfully on Private Property	100	Commercial Blvd
M	Leave Scene of Crash with Damage or Injury	4301	Bougainvilla Dr
F	Criminal Mischief over \$200 under \$1000	4345	El Mar Dr
F	Disorderly Intoxication	4500	N Ocean Dr
M	DUI Alcohol or Drugs 1st Offense	4399	N Ocean DR/Commercial Blvd
M	Grand Theft more than \$750 Less Than \$5000	4220	El Mar Dr
M	Possession of Oxycodone	4200	Bougainvilla Dr
M	Obstruction w/o Violence-by False Name	240	Commercial Blvd
F	Trespassing After Warning	4345	El Mar Dr
M	Grand Theft Motor Vehicle	222	Algiers Av

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	4	2	10	18
BURGLARY-BUSINESS	0	1	1	3
BURGLARY-CONVEYANCE	0	3	9	18
BURGLARY-RESIDENCE	0	0	7	6
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	5
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	0	5	21	27
THEFT-PETIT	3	6	47	35
TOTALS	7	17	100	113

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	27
COP Hours Worked - Month	17
COP Patrol Miles - Month	6
COP Hours Worked - YTD	1027
COP Patrol Miles - YTD	1840

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	43

COP Beach Patrol Hours – Month	1
COP Beach Patrol Hours - YTD	126

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

	Month	2023 YTD
Reserve Deputy - Days Worked	3	55
Reserve Deputy - Hours Worked	27	455

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

November 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	51
Accidents	9
Calls for Service	751

Traffic	
Types of Citation	
Non-Moving / Moving Citation	254
Parking	0
Warnings	189
Total Citations	443

Arrests	
Type of Arrest	
Felony	3
Misdemeanor	9
NTA	0
Warrant	2
DUI (Misdemeanor)	1
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	15

Time Worked	
Hours Worked	
Bike Patrol	0.00
Court Overtime	6
Training Hours	49
Detached	8
Other Overtime	72
Days Worked	30

General	
FI	10
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 239 Miles / 31 Hours Reserve Deputies worked 3 shifts (27 hrs)	



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

November 30, 2023

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	27	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Jeffrey Bickel	15551	Tamarac	Turkey Trot Race	3
Deputy Michael Kratz	11289	RTU	Mystic Force Foundation	5
			TOTAL	8



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Visitor Center Q3 2023 Report

Explanation: The Visitor Center continues to be the “go to” destination for both locals, Floridians and out-of-state/country guests. Although the 3rd quarter was “slow”, the numbers were still greater than the same period in 2022.

Quarter at a Glance:

- **More Visitors:** There was a **27% increase** in visitors from September 2023 to 2022!
- **Big Chair Pics:** We sent **15** big chair photos for Social Media consideration in the 3rd Quarter. Visitors from Spain, Guatemala, Iowa, Kentucky and the Palm Desert, to name a few, “struck a pose.”
- **New Town Map:** A large, weatherproof map of town businesses/hotels was mounted on the wall outside the Visitor Center's front door. Even when we're closed, help is here!
- **More Art:** Adding to our recent art additions from Coast Boutique, Beach King provided two wall hangings on loan to us.
- **Chamber Referrals:** We had two Chamber referrals in the 3rd Quarter and both joined!
- **Visit Florida:** We updated our photo and verbiage for the 2024 Visit Florida guide.
- **4th of July:** Staff and volunteers assisted with distributing/hanging flyers for 4th of July. In addition, staff assisted at the event.
- **Trip Advisor:** We updated Trip Advisor site with new photos and content. The staff and volunteers are encouraging guests to write a review on the site.

Additional Updates:

- With two part-time staff and seven volunteers, we are very ready for the 2023/2024 season!
- With the goal of increasing digital communications, we are processing forms for individuals to receive push email notifications. For the 3rd quarter, we processed 22 forms.
- The inquiry form on the STAY page of discoverlbt.com continues to receive submissions that we forward to our local hoteliers.

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's Report for December 12, 2023.

1. Sidewalk Café - 2nd Quarter Fee Waiver

At the September 26th Commission meeting, Ann Marchetti asked for a full year waiver for sidewalk café fees to support the downtown businesses during construction. The Town Commission waived the first quarter (October 1 - December 31) sidewalk café fees and agreed to consider waiving the second quarter at an upcoming meeting. The second quarter starts January 1st so tonight is an appropriate time to discuss an additional waiver.

Commission Action: Determine if a waiver will be granted for sidewalk café fees for the 2nd quarter of FY24.

2. 2024 Commission Calendar

As you know, the Commission generally meets on the 2nd and 4th Tuesday of the month unless there is a conflict. The staff is suggesting moving the 2nd April meeting from April 23rd to April 30th to eliminate the conflict with Passover and canceling the 2nd meeting in November and December, as is current tradition.

Commission Action: Approve the 2024 Commission meeting calendar.

3. Waste Disposal Fee

The Town's Waste Disposal contract has expired. We were waiting for Deerfield Beach to renew their contract so that we could use theirs as a piggyback, but Deerfield Beach was unable to approve a new contract through the RFP process due no bids being received. Waste Connections, their provider, then worked directly with Deerfield Beach on pricing and is not permitting any other municipality to piggyback off of that proposal to do so due to preferred pricing exclusively for Deerfield Beach. This was not disclosed to the Town until after the contract had been completed. We are currently working with Waste Connections and Waste Management on proposals based off of rates recently given to other communities in order to secure a contract for disposal of waste/bulk/yard waste. The rate until January 31st is

\$61.50/ton after which it will revert to \$65.00/ton which is the market rate without a contract.

4. Downtown Construction Update

The downtown project is substantially complete and was delivered on-time and on-budget. We are expecting to install the signage before the end of the year and that will finish the project as designed. We had hoped to include the bollard project during the construction, but we decided to wait so that the project was kept on schedule. This project will be completed after the season so as not to disrupt businesses.

5. Pier Sign

Because we widened the downtown sidewalk, the existing Pier sign needed to be relocated and was temporarily removed. We have stored the sign in our offsite warehouse. We have directional signage that will be placed in the downtown area at the end of the month to complete the downtown project. Staff is recommending that we wait to consider the location of the Pier sign once the vocational signage is placed.

Commission Action: Provide direction regarding the Pier sign.

6. City of Pompano Beach Sewer Annual Rate Adjustment

The Wastewater Service Agreement between the City of Pompano Beach and the Town allows for an annual recalculation of monthly and volumetric rates. Pompano Beach has concluded their analysis and will increase the volumetric rate to \$2.661 per 1,000 gallons (11.6% increase) and a monthly fee of \$34,709 (2.9% increase).

6. Hibiscus Sidewalk

During construction, staff approved changes to the design of the new sidewalk to simplify the construction process. These changes were not reviewed by Engineering and caused the sidewalk to fall below current engineering standards. Construction to correct these deficiencies will occur in the next few months.

7. Town Election

The Town is holding an election on March 19, 2024, to fill three open seats - Commission seats for District One, Seat 3 and District 2, Seat 4 and the Mayor at Large. Qualifying dates are January 2, 2024 at noon through January 9, 2024 at noon. If interested, please see additional information posted on our website at <https://www.lauderdalebythesea-fl.gov/554/Town-Election>.

8. LBTS Seaside Players Parking Request

The LBTS Seaside Players are preparing for their upcoming production of Neil Simon's The Dinner Party. They would like to have parking passes for the cast members for rehearsals and show times. In addition, on the days of the event, they would like to block parking in front of Town Hall to ensure there is space for patrons. The Players are also asking for the same accommodation for the March Sea Shorts program.

Commission Action: Authorize parking requests for the LBTS Seaside Players

9. License Plate Reader Emergency Purchase:

The LPR system located at approximately Terra Mar Drive and A1A was severely damaged in

an accident in November and needed to be replaced. As this is a matter of Public Safety, I authorized staff to procure a replacement immediately via my emergency authorization as granted in the Purchasing Manual. As this exceeds my \$20,000.00 spending authority, I am notifying the Commission of the actions per the guidelines as set forth by our purchasing policies. The cost of the new LPR is approximately \$28,000, and we will be filing an insurance claim in order to seek restitution from the driver of the vehicle for the damages.

Commission Action: Confirm the emergency expenditure that exceeds the Town Manager's authority.

10. Upcoming Meetings

Meeting	Date	Time
Town Commission	January 9th	6:30 PM
Town Commission	January 23rd	6:30 PM
Special Magistrate	January 25th	5:00 PM

Recommendation: N/A

Exhibits:

1. 2024 Commission Meetings Tentative

2024 COMMISSION MEETINGS	
January 9	6:30 pm
January 23	6:30 pm
February 13	6:30 pm
February 27	6:30 pm
March 12	6:30 pm
March 26	6:30 pm
April 9	6:30 pm
*April 23	6:30 pm
May 14	6:30 pm
May 28	6:30 pm
June 11	6:30 pm
June 25	6:30 pm
July 9	6:30 pm
July 23	6:30 pm
August 13	6:30 pm
August 27	6:30 pm
September 11 (1 st Budget Hearing)	5:01 pm
September 11	6:30 pm
September 24 (2 nd Budget Hearing)	5:01 pm
September 24	6:30 pm
October 8	6:30 pm
October 22	6:30 pm
November 12	6:30 pm
**November 26	6:30 pm
December 10	6:30 pm
**December 24	6:30 pm

*Passover: No work permitted April 23-24, and April 29; work permitted with restrictions April 25-26 and April 28

**These meetings are traditionally cancelled due to the Holiday Season



Agenda Item No: 8.c.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: September 2023 Finance Report

Explanation: Presented is the preliminary September 2023 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings the Town to the end of the fiscal year.

At the end of September, the Town has completed 100% of fiscal year 2022/2023. The books for the fiscal year have not been closed, so the information presented in this report should be considered as preliminary fiscal year-end operation results.

Recommendation: N/A

Exhibits:

1. Summary September 2023 Report
2. Revenue Expenditure Report September 2023
3. Cash Investment Report September 2023

September, 2023

The following is a summary of the operating results through : 9/30/2023

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 15,938,020.00	\$ 1,984,215.00	\$ 13,953,805.00	\$ 14,617,657.60	104.76%	\$ 15,035,126.93	107.75%	\$ (417,469.33)
Building Fund	\$ 1,583,656.00	\$ 30,983.00	\$ 1,552,673.00	\$ 2,442,952.58	157.34%	\$ 2,048,241.08	131.92%	\$ 394,711.50
Sewer Fund	\$ 1,528,373.00	\$ 224,296.00	\$ 1,304,077.00	\$ 1,307,527.02	100.26%	\$ 1,321,019.67	101.30%	\$ (13,492.65)
Fire Fund	\$ 2,344,367.00	\$ 1,175,350.00	\$ 1,169,017.00	\$ 1,200,720.70	102.71%	\$ 1,968,379.34	168.38%	\$ (767,658.64)
Capital Fund	\$ 4,979,310.00	\$ 2,798,866.00	\$ 2,180,444.00	\$ 17,015.71	0.78%	\$ 4,049,893.21	81.33%	\$ (4,032,877.50)
Parking Fund	\$ 4,457,024.00	\$ 1,927,165.00	\$ 2,529,859.00	\$ 3,793,773.99	149.96%	\$ 3,326,565.23	74.64%	\$ 467,208.76
Grand Total	\$ 30,830,750.00	\$ 8,140,875.00	\$ 22,689,875.00	\$ 23,379,647.60		\$ 27,749,225.46		\$ (4,369,577.86)

Notable items this month are as follows:

General Fund-001:

- Because revenues exceeded expectations and expenditures were less than what was budgeted, the decrease in fund balance will be approximately \$417K instead of the original budgeted amount of \$477K.
- The amended budget included an appropriation of \$1.9M which included the budgeted appropriation and the \$1.5M payment for the Bougainvilla property purchase.

Building Fund-102:

- Building permits and inspection fees collected more than budget and since building permit services have a direct correlation, these also had an increase. Overall, the building fund will have an estimated unaudited positive effect on the fund balance by approximately \$394K. This is due to an increase in the number of permits issued and the cost of the projects were higher than in FY22. As of this report, the September CAP invoice has not been received/processed.

Sewer Fund-103:

- Sewer fees for the year were below the budget by \$1K.
- Expenditures were less than the budgeted amount. As a result, there will be a decrease of \$13K in the Sewer Fund balance.

Fire Fund-115:

- Actual Fire Fund Assessment revenues for the year exceeded the budget by \$19K.

- The Fire Fund expenditure budget included \$6K for Fire Department Pension which was not used. The fire truck that was ordered in 2022 was expensed in FY23.

Capital Projects Fund-300:

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

SEPTEMBER, 2023 REPORT INFORMATION					
CIP Projects	Budget	September Expenditures	YTD Expenditures	% Completion	Comments
Jarvis AV Upgrades	\$ 165,000.00	\$ 79,532.47	\$ 159,064.94	96.40%	Payment i/a/o \$ \$79,532.47 to Full Moon. Project completed in FY23.
Financial Software Updates	\$ 98,000.00	\$ 156.25	\$ 8,901.08	9.08%	Payment i/a/o \$156.25 to Tyler Technology
Offsite Roof Replacement	\$ 331,000.00	\$ -	\$ 305,860.00	92.40%	Project completed in FY23.
Downtown Commercial Refurbishment	\$ 1,900,000.00	\$ 975,407.97	\$ 1,543,136.31	81.22%	Payments in the following amounts were made: Flynn Engineering: \$2,357.89 & \$1,561.90 State Contracting & Engineering Corp: \$410,167.06 & \$496,905.69 Architectural Alliance: \$3,011.40 & \$3,095.40 Broward County: \$75.00 State Contracting & Engineering Corp: Accrued Retainage: \$58,233.63
Bel Air-Seawall Repair-East	\$ 215,545.00	\$ 746.01	\$ 12,302.18	5.71%	Payment i/a/o \$746.01 to The Chappell Group, Inc.
Canal Dredging	\$ 380,000.00		\$ 358,914.73	94.45%	Project has been completed.
Storm Water Rate Study	\$ 60,000.00	\$ -	\$ -	0.00%	Project rolled over to FY24.
Dune Master Plan/ Beach Renourishment	\$ -	\$ -	\$ 2,463.87	FY22 Project. Rollover expense.	Project has been completed.
Pedestrian Amenities	\$ 50,000.00		\$ 3,638.13	7.28%	No activity for the month of September.
Street Project Codrington Drive	\$ 1,700,000.00	\$ 235,108.06	\$ 1,586,176.65	93.30%	Payments i/a/o \$3,801.87 & \$2,178.94 to Baxter & Woodman, Inc. Project has been completed.
Totals:	\$ 4,899,545.00	\$ 1,290,950.76	\$ 3,980,457.89		

Parking Fund-310:

- Parking Fund revenues were strong as PILOP payments and parking fines each exceeded budget by approximately \$40K; all parking lots and meters exceeded budget by approximately 49%.
- Overall expenditures came in at \$1.1M less than budgeted. As a reminder the Town purchased the South Ocean lot and made a payment from the Parking Fund. In addition, a transfer to the General Fund was made from the Parking Fund in the amount of \$305K.
- Below is a breakdown of revenue by lots with the last column being for the month of September. There was a slight increase of 4.02% from September of prior fiscal year.

	<u>May, 2023</u>		<u>June, 2023</u>		<u>July, 2023</u>		<u>August, 2023</u>		<u>September, 2023</u>	
South Ocean	\$ 11,896.15	\$ (15,920.43)	\$ 18,142.30	\$ (2,994.29)	\$ 26,750.96	\$ 2,690.03	\$ 23,363.32	\$ 778.31	\$ 17,455.34	\$ 2,912.40
Ocean Front Meters	\$ 71,118.22	\$ 29,654.77	\$ 43,912.12	\$ 6,192.06	\$ 49,782.49	\$ 9,343.16	\$ 41,430.72	\$ (4,566.43)	\$ 31,413.74	\$ (4,946.62)
Commercial Blvd. Meters	\$ 12,111.88	\$ 5,118.23	\$ 8,993.10	\$ 2,492.88	\$ 8,092.04	\$ 2,358.74	\$ 9,261.55	\$ 2,145.47	\$ 7,414.29	\$ 4,734.41
Parking Meters-Beach	\$ 25,320.67	\$ 2,505.31	\$ 19,139.94	\$ (2,505.56)	\$ 23,067.41	\$ 5,245.50	\$ 21,695.42	\$ (1,913.40)	\$ 15,551.52	\$ (236.59)
Palm Portal-FDG	\$ 16,237.39	\$ 3,394.67	\$ 11,749.80	\$ (211.22)	\$ 15,964.91	\$ 2,261.77	\$ 14,667.43	\$ 1,706.57	\$ 10,081.87	\$ 1,142.32
El Prado Parking Lot	\$ 70,499.04	\$ 9,450.96	\$ 45,246.21	\$ (3,469.00)	\$ 55,887.40	\$ (3,314.97)	\$ 58,474.21	\$ 4,784.52	\$ 41,825.62	\$ 907.08
Town Hall Parking Lot	\$ 4,790.44	\$ 133.12	\$ 1,504.69	\$ (1,174.25)	\$ 4,175.29	\$ 797.42	\$ 1,651.08	\$ 193.44	\$ 1,137.97	\$ (912.42)
El Mar Parking Lot	\$ 31,260.05	\$ 2,636.48	\$ 22,638.64	\$ (1,748.32)	\$ 24,714.59	\$ 592.56	\$ 24,791.91	\$ (3,763.92)	\$ 18,288.75	\$ (1,953.39)
A1A Parking Lot	\$ 72,564.23	\$ 10,611.48	\$ 46,766.72	\$ (3,975.81)	\$ 63,036.67	\$ 3,297.50	\$ 59,120.46	\$ 2,174.50	\$ 39,620.90	\$ 1,864.50
Bougainvilla/Poinciana	\$ 27,741.47	\$ 8,781.60	\$ 18,194.53	\$ 2,245.98	\$ 23,682.87	\$ 6,317.29	\$ 20,876.01	\$ 5,261.34	\$ 16,257.46	\$ 4,189.34
<i>Monthly Total:</i>	<u>\$ 343,539.54</u>		<u>\$ 236,288.05</u>		<u>\$ 295,154.63</u>		<u>\$ 275,332.11</u>		<u>\$ 199,047.46</u>	
<i>Difference from last year \$:</i>	\$ 56,366.19		\$ (5,147.53)		\$ 29,589.00		\$ 6,800.40		\$ 7,701.03	
<i>Difference from last year %:</i>	19.63%		-2.13%		11.14%		2.53%		4.02%	

The top producing lots for September, 2023 were:

- El Prado parking lot
- A1A parking lot
- Ocean Front Meters
- El Mar Parking lot
- South Ocean lot

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. In addition to the front desk, the Town utilizes Municipal Citations to collect parking fines and RTR Financial Services, Inc (collection agency) to assist with the past due uncollected parking fines.

Parking Fines	<u>April 2023</u>	<u>May 2023</u>	<u>June 2023</u>	<u>July 2023</u>	<u>August 2023</u>	<u>September 2023</u>
	\$ 16,538.03	\$ 1,680.00	\$ 25,689.13	\$ 1,220.00	\$ 19,535.00	\$ 15,135.00



Lauderdale-By-The-Sea, FL

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	477,342.00	1,984,215.00	0.00	0.00	-1,984,215.00	0.00 %
Department: 000000 - NonDesignated Total:	477,342.00	1,984,215.00	0.00	0.00	-1,984,215.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	945.14	9,923,635.58	121,878.58	101.24 %
Department: 301000 - Ad Valorem Property Taxes Total:	9,801,757.00	9,801,757.00	945.14	9,923,635.58	121,878.58	101.24%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	898,000.00	898,000.00	231,412.56	1,119,941.56	221,941.56	124.72 %
001-301100-311440 Gas Utility Tax	20,000.00	20,000.00	1,961.65	20,655.10	655.10	103.28 %
001-301100-314300 Water Utility Tax	168,000.00	168,000.00	28,994.98	191,108.09	23,108.09	113.75 %
Department: 301100 - Utility Taxes Total:	1,086,000.00	1,086,000.00	262,369.19	1,331,704.75	245,704.75	122.62%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,000.00	604,950.00	153,950.81	803,491.19	198,541.19	132.82 %
001-301600-313300 Waste Franchise Collection	170,000.00	170,000.00	19,753.80	121,653.00	-48,347.00	71.56 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	3,496.44	14,587.24	-7,412.76	66.31 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	450.00	660.00	-140.00	82.50 %
Department: 301600 - Francise Taxes Total:	801,800.00	806,750.00	177,651.05	940,391.43	133,641.43	116.57%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	9,886.36	120,598.98	20,598.98	120.60 %
001-302000-321110 Sidewalk Cafe Row	80,000.00	80,000.00	2,094.20	68,887.64	-11,112.36	86.11 %
001-302000-322150 Miscellaneous Permits	1,000.00	1,000.00	106.00	454.75	-545.25	45.48 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	2,950.00	450.00	118.00 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	130.00	1,860.00	-1,140.00	62.00 %
Department: 302000 - Licenses & Permits Total:	186,500.00	186,500.00	12,216.56	194,751.37	8,251.37	104.42%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	170,000.00	200,072.00	17,703.58	217,776.49	17,704.49	108.85 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	12,167.83	-4,532.17	72.86 %
001-303000-311180 Sales Tax	450,000.00	450,000.00	81,520.36	519,631.19	69,631.19	115.47 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	13,671.84	61,749.71	-5,750.29	91.48 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,983.86	46,197.95	-1,802.05	96.25 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	48,646.80	317,444.36	-7,555.64	97.68 %
001-303000-334910 Bcc-senior Center Grant	19,045.00	19,045.00	0.00	19,045.00	0.00	100.00 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	0.00	69,852.64	-80,147.36	46.57 %
001-303000-334915 Fdot-reimbursable Grant	18,064.00	18,064.00	0.00	19,164.20	1,100.20	106.09 %
001-303000-334930 Emergency Supplemental Funding	0.00	15,139.00	0.00	16,138.52	999.52	106.60 %
Department: 303000 - Intergovernmental Revenues Total:	1,264,309.00	1,309,520.00	165,526.44	1,299,167.89	-10,352.11	99.21%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	200.00	13,540.00	2,540.00	123.09 %
Department: 304000 - Charges for Services Total:	13,000.00	13,000.00	200.00	13,540.00	540.00	104.15%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	9,121.16	45,203.31	13,203.31	141.26 %
001-305000-354160 Code Enforcement Fines	30,000.00	30,000.00	0.00	37,575.00	7,575.00	125.25 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	50.00	-2,950.00	1.67 %
Department: 305000 - Fines & Forfeitures Total:	65,000.00	65,000.00	9,121.16	82,828.31	17,828.31	127.43%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	6,000.00	16,000.00	27,199.23	131,714.46	115,714.46	823.22 %
001-306000-362000 Rent/lease Royalties	79,503.00	103,407.00	10,000.00	103,407.12	0.12	100.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-365400	Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100	Donations	10,000.00	10,000.00	0.00	20,500.00	10,500.00	205.00 %
001-306000-369100	Miscellaneous Revenues	80,000.00	80,000.00	3,485.74	129,730.48	49,730.48	162.16 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	450.00	4,500.00	-10,500.00	30.00 %
001-306000-369201	Miscellaneous Merchandisesales	0.00	2,071.00	253.66	2,324.33	253.33	112.23 %
001-306000-369250	Recreational Activities Fee	1,250.00	1,250.00	5.00	1,240.00	-10.00	99.20 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	50.00	750.00	500.00	300.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	171.88	-14,828.12	1.15 %
Department: 306000 - Miscellaneous Revenues Total:		212,003.00	247,978.00	41,443.63	394,338.27	146,360.27	159.02%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	80,843.00	80,843.00	9,327.54	80,690.64	152.36	99.81 %
001-511000-500210	Employer Fica Taxes	6,185.00	6,185.00	658.14	5,692.56	492.44	92.04 %
001-511000-500220	Retirement	46,081.00	46,081.00	1,824.48	44,398.29	1,682.71	96.35 %
001-511000-500230	Group Insurance	54,185.00	54,185.00	3,400.04	51,326.50	2,858.50	94.72 %
001-511000-500345	Contractual Services	4,500.00	5,719.00	356.25	3,487.50	2,231.50	60.98 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
001-511000-500512	Elections	0.00	15,700.00	0.00	15,700.00	0.00	100.00 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	1,601.76	1,098.24	59.32 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	75.00	5,925.00	1.25 %
001-511000-500550	Operating Expenses	10,000.00	10,000.00	333.89	12,772.02	-2,772.02	127.72 %
Department: 511000 - Commission Total:		210,994.00	227,913.00	15,900.34	215,744.27	12,168.73	94.66%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01 %
Department: 511100 - Donation-Non Profits Total:		71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	37,128.00	37,128.00	3,706.06	31,512.55	5,615.45	84.88 %
001-511200-500210	Employer Fica Taxes	2,841.00	2,841.00	283.51	2,410.70	430.30	84.85 %
001-511200-500220	Retirement	4,422.00	4,422.00	175.67	3,649.05	772.95	82.52 %
001-511200-500340	Sewer/wastewater	3,500.00	3,500.00	273.37	3,246.44	253.56	92.76 %
001-511200-500345	Contractual Services	0.00	0.00	92.08	1,218.77	-1,218.77	0.00 %
001-511200-500430	Electric Service	1,600.00	1,600.00	144.91	1,270.58	329.42	79.41 %
001-511200-500431	Water Service	4,200.00	4,200.00	330.40	3,775.75	424.25	89.90 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	987.76	2,012.24	32.93 %
001-511200-500506	Printing & Binding	0.00	2,640.00	268.70	2,908.48	-268.48	110.17 %
001-511200-500520	Bldg. Maintenance	10,240.00	10,240.00	181.65	4,378.09	5,861.91	42.75 %
001-511200-500550	Operating Expenses	15,370.00	15,370.00	3,118.97	7,865.55	7,504.45	51.17 %
001-511200-500640	Capital Outlay - Equipt & Mach	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
Department: 511200 - Visitor Center Total:		85,801.00	88,441.00	8,636.51	63,223.72	25,217.28	71.49%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	75,895.43	597,331.76	-519.76	100.09 %
001-513000-500140	Overtime Salaries	3,500.00	3,500.00	166.87	1,759.34	1,740.66	50.27 %
001-513000-500210	Employer Fica Taxes	46,750.00	46,750.00	5,554.83	42,619.96	4,130.04	91.17 %
001-513000-500220	Retirement	118,212.00	118,212.00	5,520.31	135,952.67	-17,740.67	115.01 %
001-513000-500230	Group Insurance	102,707.00	102,707.00	5,437.82	87,491.73	15,215.27	85.19 %
001-513000-500315	Professional Services	29,000.00	29,000.00	0.00	13,375.00	15,625.00	46.12 %
001-513000-500320	Audit Expense	42,500.00	42,500.00	0.00	35,000.00	7,500.00	82.35 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	615.15	4,470.10	529.90	89.40 %
001-513000-500345	Contractual Services	40,000.00	40,000.00	27,309.55	95,366.64	-55,366.64	238.42 %
001-513000-500463	Service Maintenance Contracts	58,000.00	58,000.00	891.01	61,678.88	-3,678.88	106.34 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	142.00	559.47	2,940.53	15.98 %
001-513000-500508	Postage	5,500.00	5,500.00	661.96	9,391.41	-3,891.41	170.75 %
001-513000-500510	Office Supplies	4,500.00	4,500.00	3,524.94	8,211.01	-3,711.01	182.47 %
001-513000-500540	Dues & Subscriptions	8,200.00	8,200.00	554.00	5,120.45	3,079.55	62.44 %
001-513000-500545	Training	18,500.00	18,500.00	1,613.21	10,496.04	8,003.96	56.74 %
001-513000-500550	Operating Expenses	21,000.00	21,000.00	5,183.13	33,631.80	-12,631.80	160.15 %
Department: 513000 - Administration Total:		1,103,681.00	1,103,681.00	133,070.21	1,142,456.26	-38,775.26	103.51%

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	348,500.00	348,500.00	64,625.00	271,349.27	77,150.73	77.86 %
001-514000-500314	Litigation	94,860.00	94,860.00	0.00	225.00	94,635.00	0.24 %
001-514000-500319	Ethics Research, Training & Op	6,640.00	6,640.00	500.00	6,767.73	-127.73	101.92 %
Department: 514000 - Town Attorney Total:		450,000.00	450,000.00	65,125.00	278,342.00	171,658.00	61.85%
Department: 519000 - General							
001-519000-500220	Retirement	0.00	0.00	335.45	335.45	-335.45	0.00 %
001-519000-500311	Advertisements	12,500.00	12,500.00	5,626.31	12,002.58	497.42	96.02 %
001-519000-500315	Professional Services	103,130.00	103,130.00	17,697.10	116,933.50	-13,803.50	113.38 %
001-519000-500345	Contractual Services	50,350.00	50,350.00	1,921.60	73,158.33	-22,808.33	145.30 %
001-519000-500349	Community Mobility Services	328,187.00	328,187.00	19,734.24	163,213.36	164,973.64	49.73 %
001-519000-500451	Auto, Property & Liability Ins	157,000.00	157,000.00	0.00	146,776.66	10,223.34	93.49 %
001-519000-500452	Workers Compensation Insur	52,000.00	52,000.00	998.00	45,526.00	6,474.00	87.55 %
001-519000-500463	Service Maintenance Contracts	66,000.00	66,000.00	7,373.15	66,288.74	-288.74	100.44 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	40,292.00	40,292.00	0.00	11,420.36	28,871.64	28.34 %
001-519000-500511	Computer Expense	10,000.00	10,000.00	0.00	14,282.60	-4,282.60	142.83 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	193.60	31.40	86.04 %
001-519000-500550	Operating Expenses	27,900.00	27,900.00	52.48	34,626.83	-6,726.83	124.11 %
001-519000-500552	Recycling And Solid Waste Exp	32,400.00	32,400.00	7,292.59	32,286.05	113.95	99.65 %
001-519000-500610	Capital Outlay Land/bldg Acqui	0.00	1,571,629.00	0.00	1,571,628.82	0.18	100.00 %
Department: 519000 - General Total:		979,984.00	2,551,613.00	61,030.92	2,288,672.88	262,940.12	89.70%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	136,894.00	136,894.00	7,416.00	100,693.18	36,200.82	73.56 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	10.20	617.49	4,382.51	12.35 %
001-519100-500210	Employer Fica Taxes	11,238.00	11,238.00	568.53	7,728.38	3,509.62	68.77 %
001-519100-500220	Retirement	17,496.00	17,496.00	0.00	11,941.74	5,554.26	68.25 %
001-519100-500230	Group Insurance	23,150.00	23,150.00	753.17	17,088.87	6,061.13	73.82 %
001-519100-500311	Advertisements	21,800.00	21,800.00	0.00	7,420.00	14,380.00	34.04 %
001-519100-500315	Professional Services	63,400.00	63,400.00	6,419.78	65,881.66	-2,481.66	103.91 %
001-519100-500345	Contractual Services	6,138.00	6,138.00	0.00	12,498.27	-6,360.27	203.62 %
001-519100-500347	Programs	16,300.00	16,300.00	0.00	5,938.92	10,361.08	36.44 %
001-519100-500495	Special Events	179,400.00	179,400.00	29,998.52	163,602.48	15,797.52	91.19 %
001-519100-500506	Printing & Binding	9,948.00	9,948.00	0.00	9,786.44	161.56	98.38 %
001-519100-500540	Dues & Subscriptions	1,945.00	1,945.00	0.00	789.17	1,155.83	40.57 %
001-519100-500545	Training	500.00	500.00	0.00	498.00	2.00	99.60 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	65.00	1,509.04	-509.04	150.90 %
Department: 519100 - Tourism and Community Outreach Total:		494,209.00	494,209.00	45,231.20	405,993.64	88,215.36	82.15%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	0.00	74,386.23	5,613.77	92.98 %
001-521000-500345	Contractual Services	5,681,422.00	5,681,422.00	473,451.83	5,657,145.76	24,276.24	99.57 %
001-521000-500352	Contract Services	6,000.00	6,000.00	0.00	4,996.19	1,003.81	83.27 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	3,174.65	3,174.65	-1,174.65	158.73 %
001-521000-500550	Operating Expenses	6,000.00	6,000.00	0.00	209.90	5,790.10	3.50 %
001-521000-500640	Capital Outlay - Equipt & Mach	3,000.00	3,000.00	0.00	19,793.84	-16,793.84	659.79 %
Department: 521000 - Police Department Total:		5,778,422.00	5,778,422.00	476,626.48	5,759,706.57	18,715.43	99.68%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	899,910.00	899,910.00	38,333.33	863,250.83	36,659.17	95.93 %
Department: 523000 - Emergency Medical Services Total:		899,910.00	899,910.00	38,333.33	863,250.83	36,659.17	95.93%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	254,701.00	254,701.00	32,617.46	212,794.92	41,906.08	83.55 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	302.44	416.95	5,583.05	6.95 %
001-524000-500210	Employer Fica Taxes	19,644.00	19,644.00	2,484.54	16,651.38	2,992.62	84.77 %
001-524000-500220	Retirement	44,922.00	44,922.00	1,624.70	43,009.14	1,912.86	95.74 %
001-524000-500230	Group Insurance	50,804.00	50,804.00	2,036.96	31,529.89	19,274.11	62.06 %
001-524000-500315	Professional Services	55,000.00	55,000.00	4,344.33	51,137.82	3,862.18	92.98 %
001-524000-500345	Contractual Services	325,000.00	325,000.00	2,420.06	287,541.38	37,458.62	88.47 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500462	Fuel	0.00	0.00	-846.00	0.06	-0.06	0.00 %
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	174.73	3,586.96	3,013.04	54.35 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	0.00	4,189.46	-189.46	104.74 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	77.40	3,922.60	1.94 %
001-524000-500510	Office Supplies	3,000.00	3,000.00	31.22	97.21	2,902.79	3.24 %
001-524000-500525	Uniform Expense	400.00	400.00	0.00	383.04	16.96	95.76 %
001-524000-500540	Dues & Subscriptions	4,300.00	4,300.00	597.00	1,137.85	3,162.15	26.46 %
001-524000-500545	Training	7,000.00	7,000.00	300.00	1,601.00	5,399.00	22.87 %
001-524000-500550	Operating Expenses	10,200.00	10,200.00	3,277.19	5,399.58	4,800.42	52.94 %
001-524000-500640	Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,516.00	-1,516.00	0.00 %
Department: 524000 - Development Services Total:		795,571.00	795,571.00	49,364.63	661,070.04	134,500.96	83.09 %
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	951,193.00	951,193.00	109,374.07	939,787.23	11,405.77	98.80 %
001-541100-500140	Overtime Salaries	55,000.00	55,000.00	2,531.16	50,687.91	4,312.09	92.16 %
001-541100-500210	Employer Fica Taxes	76,974.00	76,974.00	8,356.53	77,293.45	-319.45	100.42 %
001-541100-500220	Retirement	134,288.00	134,288.00	5,489.79	140,828.14	-6,540.14	104.87 %
001-541100-500230	Group Insurance	220,606.00	220,606.00	14,000.04	193,415.70	27,190.30	87.67 %
001-541100-500315	Professional Services	50,000.00	50,000.00	1,613.38	39,332.10	10,667.90	78.66 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	1,017.35	9,670.14	4,329.86	69.07 %
001-541100-500345	Contractual Services	363,100.00	363,100.00	30,922.87	190,512.77	172,587.23	52.47 %
001-541100-500410	Communications	47,000.00	47,000.00	6,215.05	71,246.93	-24,246.93	151.59 %
001-541100-500430	Electric Service	48,000.00	48,000.00	5,666.67	50,168.28	-2,168.28	104.52 %
001-541100-500431	Water Service	160,000.00	160,000.00	18,272.26	202,668.20	-42,668.20	126.67 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	5,354.80	57,696.26	4,803.74	92.31 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	1,918.80	17,313.97	2,686.03	86.57 %
001-541100-500460	Equipment Maintenance	25,000.00	25,000.00	2,274.69	45,547.58	-20,547.58	182.19 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	226.49	27,271.77	-13,271.77	194.80 %
001-541100-500462	Fuel	50,000.00	50,000.00	9,050.85	34,035.27	15,964.73	68.07 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	2,816.80	27,121.45	-6,416.45	130.99 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	3,200.00	111,570.00	-4,070.00	103.79 %
001-541100-500508	Postage	250.00	250.00	0.00	658.56	-408.56	263.42 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	124.74	1,625.26	7.13 %
001-541100-500520	Bldg. Maintenance	70,000.00	70,000.00	8,979.42	116,566.76	-46,566.76	166.52 %
001-541100-500525	Uniform Expense	18,000.00	18,000.00	3,078.12	33,831.65	-15,831.65	187.95 %
001-541100-500529	Street Light Maintenance	45,000.00	45,000.00	2,524.48	42,097.41	2,902.59	93.55 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	5,639.11	29,968.50	70,031.50	29.97 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	564.83	50,088.32	-88.32	100.18 %
001-541100-500532	Signs	12,500.00	12,500.00	141.81	3,114.21	9,385.79	24.91 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	1,500.00	4,200.09	8,299.91	33.60 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	9,145.61	-6,145.61	304.85 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	935.00	3,710.00	-1,425.00	162.36 %
001-541100-500545	Training	6,000.00	6,000.00	467.17	3,155.45	2,844.55	52.59 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	802.05	9,197.95	8.02 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	2,601.69	82,255.95	-12,255.95	117.51 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	55,698.00	-5,698.00	111.40 %
001-541100-500640	Capital Outlay - Equipt & Mach	13,500.00	13,500.00	54.00	12,739.60	760.40	94.37 %
001-541100-500644	Capital Outlay-vehicles	40,000.00	40,000.00	4,533.92	40,586.48	-586.48	101.47 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,927,651.00	2,927,651.00	259,321.15	2,774,910.53	152,740.47	94.78 %
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	102,698.00	102,698.00	8,345.57	99,313.84	3,384.16	96.70 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	246,000.00	18,000.00	93.18 %
001-572000-500345	Contractual Services	6,000.00	6,000.00	0.00	2,000.00	4,000.00	33.33 %
001-572000-500347	Programs	8,000.00	8,000.00	750.00	2,862.57	5,137.43	35.78 %
001-572000-500430	Electric Service	600.00	600.00	28.17	686.71	-86.71	114.45 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	0.00	22,302.56	-14,302.56	278.78 %
001-572000-500463	Service Maintenance Contracts	0.00	1,821.00	178.65	2,163.36	-342.36	118.80 %
001-572000-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	14,725.80	2,274.20	86.62 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-572000-500495	Special Events	0.00	0.00	-651.02	0.00	0.00	0.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	113.25	886.75	11.33 %
001-572000-500520	Bldg. Maintenance	30,000.00	30,000.00	157.90	25,553.14	4,446.86	85.18 %
001-572000-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-572000-500550	Operating Expenses	75,000.00	75,000.00	10,528.47	78,438.73	-3,438.73	104.58 %
001-572000-500640	Capital Outlay - Equipt & Mach	25,000.00	25,000.00	0.00	21,106.23	3,893.77	84.42 %
Department: 572000 - Recreation Total:		547,298.00	549,119.00	39,837.74	515,266.19	33,852.81	93.84%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	82,300.00	82,300.00	0.00	82,300.00	0.00	100.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
001-581100-381106	Transfer From Parking Fund	305,000.00	305,000.00	0.00	305,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		437,300.00	437,300.00	0.00	437,300.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-523,004.34	-417,469.33	-417,469.33	0.00%
Fund: 101 - Special Revenue-Police Conf							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00 %
Department: 000000 - NonDesignated Total:		30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	950,850.00	1,535,673.00	68,090.55	2,429,750.54	894,077.54	158.22 %
102-302100-322105	Fire Plan Review Fees	17,000.00	17,000.00	1,756.50	13,202.04	-3,797.96	77.66 %
Department: 302100 - Building Permit and Inpection Total:		967,850.00	1,552,673.00	69,847.05	2,442,952.58	890,279.58	157.34%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,612.00	80,612.00	10,311.02	78,800.49	1,811.51	97.75 %
102-524100-500210	Employer Fica Taxes	6,167.00	6,167.00	931.85	7,008.33	-841.33	113.64 %
102-524100-500220	Retirement	18,328.00	18,328.00	2,618.76	20,630.11	-2,302.11	112.56 %
102-524100-500230	Group Insurance	14,926.00	14,926.00	891.05	12,597.19	2,328.81	84.40 %
102-524100-500315	Professional Services	100,000.00	100,000.00	12,317.87	71,876.12	28,123.88	71.88 %
102-524100-500345	Contractual Services	0.00	22,786.00	2,123.90	24,704.70	-1,918.70	108.42 %
102-524100-500402	Building Permit Services	665,000.00	1,212,258.00	516,848.22	1,729,106.04	-516,848.04	142.64 %
102-524100-500463	Service Maintenance Contracts	0.00	0.00	0.00	318.47	-318.47	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	322.33	6,121.31	-4,621.31	408.09 %
102-524100-500624	Capital Outlay-bldg. Improvemnt	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
102-524100-500640	Capital Outlay - Equipt & Mach	0.00	14,779.00	0.00	14,778.32	0.68	100.00 %
102-524100-581001	Transfer To GF-OH Costs	82,300.00	82,300.00	0.00	82,300.00	0.00	100.00 %
Department: 524100 - Building Total:		998,833.00	1,583,656.00	546,365.00	2,048,241.08	-464,585.08	129.34%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-476,517.95	394,711.50	394,711.50	0.00%
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00 %
Department: 000000 - NonDesignated Total:		224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,303,077.00	1,303,077.00	178,534.81	1,301,906.83	-1,170.17	99.91 %
Department: 304000 - Charges for Services Total:		1,303,077.00	1,303,077.00	178,534.81	1,301,906.83	-1,170.17	99.91%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,000.00	1,000.00	1,112.42	5,620.19	4,620.19	562.02 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	1,112.42	5,620.19	4,620.19	562.02%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	73,880.00	73,880.00	7,808.44	65,220.23	8,659.77	88.28 %
103-535000-500140	Overtime Salaries	5,500.00	5,500.00	735.05	4,230.60	1,269.40	76.92 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500210	Employer Fica Taxes	6,073.00	6,073.00	653.81	5,314.95	758.05	87.52 %
103-535000-500220	Retirement	15,126.00	15,126.00	1,551.00	13,459.29	1,666.71	88.98 %
103-535000-500230	Group Insurance	9,184.00	9,184.00	405.82	5,701.33	3,482.67	62.08 %
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340	Sewer/wastewater	850,000.00	850,000.00	72,195.36	843,974.90	6,025.10	99.29 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	1,858.37	29,362.65	30,637.35	48.94 %
103-535000-500430	Electric Service	24,000.00	24,000.00	1,878.84	20,035.15	3,964.85	83.48 %
103-535000-500431	Water Service	360.00	360.00	30.56	398.87	-38.87	110.80 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	0.00	242,821.70	57,178.30	80.94 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	89,850.00	10,150.00	89.85 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	650.00	74,350.00	0.87 %
Department: 535000 - Sanitary Sewers Total:		1,528,373.00	1,528,373.00	87,117.25	1,321,019.67	207,353.33	86.43%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	92,529.98	-13,492.65	-13,492.65	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00 %
Department: 000000 - NonDesignated Total:		1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,134,209.00	1,134,209.00	158.42	1,153,357.65	19,148.65	101.69 %
Department: 301050 - Fire Assessment Total:		1,134,209.00	1,134,209.00	158.42	1,153,357.65	19,148.65	101.69%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	34,808.00	34,808.00	0.00	39,782.24	4,974.24	114.29 %
Department: 304000 - Charges for Services Total:		34,808.00	34,808.00	0.00	39,782.24	4,974.24	114.29%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	0.00	0.00	990.41	7,580.81	7,580.81	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	990.41	7,580.81	7,580.81	0.00%
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315	Professional Services	52,300.00	52,300.00	6,050.00	60,406.30	-8,106.30	115.50 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	0.00	8,400.00	0.00	100.00 %
115-522000-500345	Contractual Services	939,167.00	939,167.00	78,333.34	939,236.46	-69.46	100.01 %
115-522000-500520	Bldg. Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
115-522000-500550	Operating Expenses	0.00	0.00	500.00	563.00	-563.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	7,258.00	298,742.00	2.37 %
115-522000-500644	Capital Outlay-vehicles	980,000.00	980,000.00	0.00	902,515.58	77,484.42	92.09 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
Department: 522000 - Fire Department Total:		2,344,367.00	2,344,367.00	84,883.34	1,968,379.34	375,987.66	83.96%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-83,734.51	-767,658.64	-767,658.64	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	1,148,866.00	1,148,866.00	0.00	0.00	-1,148,866.00	0.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
Department: 000000 - NonDesignated Total:		2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	0.00	-1,668,844.00	0.00 %
300-303000-344901	State of Florida- Funding Codrington	511,000.00	511,000.00	0.00	0.00	-511,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:		2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	2,192.12	17,015.71	16,415.71	2,835.95 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	2,192.12	17,015.71	16,415.71	2,835.95%
Department: 519000 - General							
300-519000-500120	Regular Salaries	51,847.00	51,847.00	5,020.98	44,092.83	7,754.17	85.04 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
300-519000-500210	Employer Fica Taxes	3,968.00	3,968.00	384.09	3,373.01	594.99	85.01 %
300-519000-500220	Retirement	14,995.00	14,995.00	1,520.85	13,165.00	1,830.00	87.80 %
300-519000-500230	Group Insurance	8,955.00	8,955.00	554.06	8,804.48	150.52	98.32 %
300-519000-500640	Capital Outlay - Equip & Mach	263,000.00	263,000.00	79,688.72	167,966.02	95,033.98	63.87 %
Department: 519000 - General Total:		342,765.00	342,765.00	87,168.70	237,401.34	105,363.66	69.26 %
Department: 519163 - OffsiteRoof Replacement							
300-519163-500630	Cap Outlay Imp other than bldg	331,000.00	331,000.00	0.00	305,860.00	25,140.00	92.40 %
Department: 519163 - OffsiteRoof Replacement Total:		331,000.00	331,000.00	0.00	305,860.00	25,140.00	92.40 %
Department: 545101 - Downtown Commercial Refurbishm							
300-545101-500630	Cap Outlay Imp other than bldg	1,200,000.00	1,900,000.00	975,407.97	1,543,136.31	356,863.69	81.22 %
Department: 545101 - Downtown Commercial Refurbishm Total:		1,200,000.00	1,900,000.00	975,407.97	1,543,136.31	356,863.69	81.22 %
Department: 559025 - Bel Air - Sewall Repair - East							
300-559025-500630	Cap Outlay Imp Other Than Bldg	215,545.00	215,545.00	746.01	12,302.18	203,242.82	5.71 %
Department: 559025 - Bel Air - Sewall Repair - East Total:		215,545.00	215,545.00	746.01	12,302.18	203,242.82	5.71 %
Department: 559026 - Canal Dredging							
300-559026-500630	Cap Outlay Imp Other Than Bldg	380,000.00	380,000.00	0.00	358,914.73	21,085.27	94.45 %
Department: 559026 - Canal Dredging Total:		380,000.00	380,000.00	0.00	358,914.73	21,085.27	94.45 %
Department: 559027 - Storm Water Rate Study							
300-559027-500630	Cap Outlay Imp Other Than Bldg	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:		60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
Department: 572200 - Beach Renourishment							
300-572200-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	2,463.87	-2,463.87	0.00 %
Department: 572200 - Beach Renourishment Total:		0.00	0.00	0.00	2,463.87	-2,463.87	0.00 %
Department: 575201 - Pedestrian Amenities							
300-575201-500630	Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	3,638.13	46,361.87	7.28 %
Department: 575201 - Pedestrian Amenities Total:		50,000.00	50,000.00	0.00	3,638.13	46,361.87	7.28 %
Department: 576135 - Street Project Codrington Drive							
300-576135-500630	Cap Outlay Imp Other Than Bldg	1,700,000.00	1,700,000.00	235,108.06	1,586,176.65	113,823.35	93.30 %
Department: 576135 - Street Project Codrington Drive Total:		1,700,000.00	1,700,000.00	235,108.06	1,586,176.65	113,823.35	93.30 %
Department: 577100 - Friedt Park							
300-577100-500630	Cap Outlay Imp Other Than Bldg	700,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 577100 - Friedt Park Total:		700,000.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 300 - Capital Project Fund Surplus (Deficit):		0.00	0.00	-1,296,238.62	-4,032,877.50	-4,032,877.50	0.00 %
Fund: 310 - Parking Fund							
Department: 000000 - NonDesignated							
310-000000-380200	Appropriated Fund Balance	0.00	1,927,165.00	0.00	0.00	-1,927,165.00	0.00 %
Department: 000000 - NonDesignated Total:		0.00	1,927,165.00	0.00	0.00	-1,927,165.00	0.00 %
Department: 302000 - Licenses & Permits							
310-302000-313101	Pilop Fee	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
Department: 302000 - Licenses & Permits Total:		20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
Department: 304000 - Charges for Services							
310-304000-344500	Parking Permits	140,000.00	140,000.00	19,724.00	204,008.78	64,008.78	145.72 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551	South Ocean	190,000.00	190,000.00	17,455.34	278,489.79	88,489.79	146.57 %
310-304000-344552	Ocean Front Meters	300,000.00	300,000.00	31,413.74	503,988.28	203,988.28	168.00 %
310-304000-344553	Commercial Blvd. Meters	75,000.00	75,000.00	7,414.29	105,472.82	30,472.82	140.63 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	15,551.52	232,457.65	32,457.65	116.23 %
310-304000-344555	Palm Portal- Fdg	80,000.00	80,000.00	10,081.87	146,316.12	66,316.12	182.90 %
310-304000-344556	El Prado Parking Lot	450,000.00	450,000.00	41,825.62	659,302.33	209,302.33	146.51 %
310-304000-344558	Town Hall Parking Lot	27,000.00	27,000.00	1,137.97	31,644.48	4,644.48	117.20 %
310-304000-344559	El Mar Parking Lot	200,000.00	200,000.00	18,288.75	288,841.21	88,841.21	144.42 %
310-304000-344560	A1A Parking Lot	450,000.00	450,000.00	39,620.90	700,560.37	250,560.37	155.68 %
310-304000-344563	Bougainvilla/ Poinciana	130,000.00	130,000.00	16,257.46	250,815.87	120,815.87	192.94 %
Department: 304000 - Charges for Services Total:		2,336,024.00	2,336,024.00	218,771.46	3,495,921.70	1,159,897.70	149.65 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	100,000.00	100,000.00	15,135.00	140,052.74	40,052.74	140.05 %
Department: 305000 - Fines & Forfeitures Total:		100,000.00	100,000.00	15,135.00	140,052.74	40,052.74	140.05%
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	1,000.00	1,000.00	3,718.56	21,814.05	20,814.05	2,181.41 %
310-306000-362001	Bougainvillea Rent	0.00	72,835.00	12,395.00	75,635.50	2,800.50	103.84 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	73,835.00	16,113.56	97,449.55	23,614.55	131.98%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	163,721.00	163,721.00	16,862.38	165,707.51	-1,986.51	101.21 %
310-545000-500140	Overtime Salaries	3,500.00	3,500.00	0.00	5,955.62	-2,455.62	170.16 %
310-545000-500210	Employer Fica Taxes	12,793.00	12,793.00	1,151.68	11,799.80	993.20	92.24 %
310-545000-500220	Retirement	27,291.00	27,291.00	2,240.81	28,619.89	-1,328.89	104.87 %
310-545000-500230	Group Insurance	40,301.00	40,301.00	2,846.55	43,463.12	-3,162.12	107.85 %
310-545000-500345	Contractual Services	400,000.00	400,000.00	42,037.97	386,249.14	13,750.86	96.56 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	11,230.25	197,244.49	-22,244.49	112.71 %
310-545000-500410	Communications	3,300.00	3,300.00	141.22	1,879.70	1,420.30	56.96 %
310-545000-500430	Electric Service	6,200.00	6,200.00	728.92	7,444.32	-1,244.32	120.07 %
310-545000-500431	Water Service	25,000.00	25,000.00	876.68	16,556.93	8,443.07	66.23 %
310-545000-500445	Equip Rent/lease	12,800.00	12,800.00	0.00	0.00	12,800.00	0.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	476.00	4,701.23	298.77	94.02 %
310-545000-500462	Fuel	20,000.00	20,000.00	1,965.32	9,159.03	10,840.97	45.80 %
310-545000-500463	Service Maintenance Contracts	31,920.00	31,920.00	1,140.00	42,966.10	-11,046.10	134.61 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	11,000.00	11,000.00	910.00	1,388.17	9,611.83	12.62 %
310-545000-500508	Postage	3,000.00	3,000.00	0.00	586.14	2,413.86	19.54 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	461.50	538.50	46.15 %
310-545000-500525	Uniform Expense	4,000.00	4,000.00	479.00	3,976.05	23.95	99.40 %
310-545000-500532	Signs	13,000.00	13,000.00	0.00	12,663.40	336.60	97.41 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	25,142.45	28,898.84	9,101.16	76.05 %
310-545000-500545	Training	2,000.00	2,000.00	390.00	390.00	1,610.00	19.50 %
310-545000-500550	Operating Expenses	30,000.00	30,000.00	6,924.19	24,888.29	5,111.71	82.96 %
310-545000-500610	Capital Outlay Land/Bldg Acqui	0.00	2,000,000.00	0.00	2,000,000.00	0.00	100.00 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	55,600.00	55,600.00	0.00	6,895.00	48,705.00	12.40 %
310-545000-500644	Capital Outlay-vehicles	20,264.00	20,264.00	804.71	19,288.16	975.84	95.18 %
Department: 545000 - Parking Operations Total:		1,118,690.00	3,118,690.00	116,348.13	3,021,182.43	97,507.57	96.87%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00 %
Department: 545152 - Land Acquisitions Total:		1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500912	Transfer To General Fund	305,000.00	305,000.00	0.00	305,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		305,000.00	305,000.00	0.00	305,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	133,671.89	467,591.56	467,591.56	0.00%
Report Surplus (Deficit):		0.00	0.00	-2,153,293.55	-4,368,975.20	-4,368,975.20	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	477,342.00	1,984,215.00	0.00	0.00	-1,984,215.00	0.00%
301000 - Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	945.14	9,923,635.58	121,878.58	101.24%
301100 - Utility Taxes	1,086,000.00	1,086,000.00	262,369.19	1,331,704.75	245,704.75	122.62%
301600 - Franchise Taxes	801,800.00	806,750.00	177,651.05	940,391.43	133,641.43	116.57%
302000 - Licenses & Permits	186,500.00	186,500.00	12,216.56	194,751.37	8,251.37	104.42%
303000 - Intergovernmental Revenues	1,264,309.00	1,309,520.00	165,526.44	1,299,167.89	-10,352.11	99.21%
304000 - Charges for Services	13,000.00	13,000.00	200.00	13,540.00	540.00	104.15%
305000 - Fines & Forfeitures	65,000.00	65,000.00	9,121.16	82,828.31	17,828.31	127.43%
306000 - Miscellaneous Revenues	212,003.00	247,978.00	41,443.63	394,338.27	146,360.27	159.02%
511000 - Commission	210,994.00	227,913.00	15,900.34	215,744.27	12,168.73	94.66%
511100 - Donation-Non Profits	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
511200 - Visitor Center	85,801.00	88,441.00	8,636.51	63,223.72	25,217.28	71.49%
513000 - Administration	1,103,681.00	1,103,681.00	133,070.21	1,142,456.26	-38,775.26	103.51%
514000 - Town Attorney	450,000.00	450,000.00	65,125.00	278,342.00	171,658.00	61.85%
519000 - General	979,984.00	2,551,613.00	61,030.92	2,288,672.88	262,940.12	89.70%
519100 - Tourism and Community Outreach	494,209.00	494,209.00	45,231.20	405,993.64	88,215.36	82.15%
521000 - Police Department	5,778,422.00	5,778,422.00	476,626.48	5,759,706.57	18,715.43	99.68%
523000 - Emergency Medical Services	899,910.00	899,910.00	38,333.33	863,250.83	36,659.17	95.93%
524000 - Development Services	795,571.00	795,571.00	49,364.63	661,070.04	134,500.96	83.09%
541100 - Mun Srvsc - Public Works Div	2,927,651.00	2,927,651.00	259,321.15	2,774,910.53	152,740.47	94.78%
572000 - Recreation	547,298.00	549,119.00	39,837.74	515,266.19	33,852.81	93.84%
581100 - Interfund Transfers	437,300.00	437,300.00	0.00	437,300.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-523,004.34	-417,469.33	-417,469.33	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
302100 - Building Permit and Inpection	967,850.00	1,552,673.00	69,847.05	2,442,952.58	890,279.58	157.34%
524100 - Building	998,833.00	1,583,656.00	546,365.00	2,048,241.08	-464,585.08	129.34%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-476,517.95	394,711.50	394,711.50	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
304000 - Charges for Services	1,303,077.00	1,303,077.00	178,534.81	1,301,906.83	-1,170.17	99.91%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	1,112.42	5,620.19	4,620.19	562.02%
535000 - Sanitary Sewers	1,528,373.00	1,528,373.00	87,117.25	1,321,019.67	207,353.33	86.43%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	92,529.98	-13,492.65	-13,492.65	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
301050 - Fire Assessment	1,134,209.00	1,134,209.00	158.42	1,153,357.65	19,148.65	101.69%
304000 - Charges for Services	34,808.00	34,808.00	0.00	39,782.24	4,974.24	114.29%
306000 - Miscellaneous Revenues	0.00	0.00	990.41	7,580.81	7,580.81	0.00%
522000 - Fire Department	2,344,367.00	2,344,367.00	84,883.34	1,968,379.34	375,987.66	83.96%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-83,734.51	-767,658.64	-767,658.64	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
303000 - Intergovernmental Revenues	2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
306000 - Miscellaneous Revenues	600.00	600.00	2,192.12	17,015.71	16,415.71	2,835.95%
519000 - General	342,765.00	342,765.00	87,168.70	237,401.34	105,363.66	69.26%
519163 - OffsiteRoof Replacement	331,000.00	331,000.00	0.00	305,860.00	25,140.00	92.40%
545101 - Downtown Commercial Refurbishm	1,200,000.00	1,900,000.00	975,407.97	1,543,136.31	356,863.69	81.22%
559025 - Bel Air - Sewall Repair - East	215,545.00	215,545.00	746.01	12,302.18	203,242.82	5.71%
559026 - Canal Dredging	380,000.00	380,000.00	0.00	358,914.73	21,085.27	94.45%
559027 - Storm Water Rate Study	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
575201 - Pedestrian Amenities	50,000.00	50,000.00	0.00	3,638.13	46,361.87	7.28%
576135 - Street Project Codrington Drive	1,700,000.00	1,700,000.00	235,108.06	1,586,176.65	113,823.35	93.30%
577100 - Friedt Park	700,000.00	0.00	0.00	0.00	0.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-1,296,238.62	-4,032,877.50	-4,032,877.50	0.00%
Fund: 310 - Parking Fund						
000000 - NonDesignated	0.00	1,927,165.00	0.00	0.00	-1,927,165.00	0.00%
302000 - Licenses & Permits	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
304000 - Charges for Services	2,336,024.00	2,336,024.00	218,771.46	3,495,921.70	1,159,897.70	149.65%
305000 - Fines & Forfeitures	100,000.00	100,000.00	15,135.00	140,052.74	40,052.74	140.05%
306000 - Miscellaneous Revenues	1,000.00	73,835.00	16,113.56	97,449.55	23,614.55	131.98%
545000 - Parking Operations	1,118,690.00	3,118,690.00	116,348.13	3,021,182.43	97,507.57	96.87%
545152 - Land Acquisitions	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
581100 - Interfund Transfers	305,000.00	305,000.00	0.00	305,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	133,671.89	467,591.56	467,591.56	0.00%
Report Surplus (Deficit):	0.00	0.00	-2,153,293.55	-4,368,975.20	-4,368,975.20	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-523,004.34	-417,469.33	-417,469.33
101 - Special Revenue-Police Conf	0.00	0.00	0.00	219.86	219.86
102 - Building Fund	0.00	0.00	-476,517.95	394,711.50	394,711.50
103 - Sewer Fund	0.00	0.00	92,529.98	-13,492.65	-13,492.65
115 - Fire Fund	0.00	0.00	-83,734.51	-767,658.64	-767,658.64
300 - Capital Project Fund	0.00	0.00	-1,296,238.62	-4,032,877.50	-4,032,877.50
310 - Parking Fund	0.00	0.00	133,671.89	467,591.56	467,591.56
Report Surplus (Deficit):	0.00	0.00	-2,153,293.55	-4,368,975.20	-4,368,975.20

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September 30,2023

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 9/30/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	5,948,621.59	0.01%	5,657.88	57,036.72
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.01%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		5,657.88	57,036.72
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	184,122.35	5.59%	841.74	8,527.13
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	89,329.35	5.59%	408.38	4,185.96
GENERAL FUND						SBA SUBTOTAL		1,250.12	12,713.09
GENERAL FUND						GRAND TOTAL		6,908.00	69,749.81
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	0.01%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,580,210.57	0.01%	1,112.42	8,125.42
SEWER FUND						TOTAL		1,112.42	8,125.42
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,063,947.48	0.01%	655.92	14,946.14
FIRE FUND						GRAND TOTAL		655.92	14,946.14
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	2,589,789.71	0.01%	2,192.12	24,853.20
CAPITAL IMPROVEMENT FUND						TOTAL		2,192.12	24,853.20
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,030,453.07	0.01%	3,718.56	33,600.91
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.01%	102.35	831.60
PARKING FUND						TOTAL		3,820.91	34,432.51
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,396,285.39	0.01%	1,143.96	7,743.15
BUILDING FUND						TOTAL		1,143.96	7,743.15
ALL FUNDS						GRAND TOTAL		15,833.33	159,850.23

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September 30,2023

Summary by Investment Type		Amount	Percent
	Interest Bearing Checking	20,273,838.41	99%
	Non-interest Bearing Checking	0.00	0%
	SBA Trust Fund/ Pools	273,451.70	1%
	Repurchase Agreements	0.00	0%
	Money Market Funds	0.00	0%
	U.S. Securities/Treasuries	0.00	0%
	U.S. Federal Agencies	0.00	0%
	Federal Instrumentalities	0.00	0%
GRAND TOTAL		20,547,290.11	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	8,722,073.29	42%
	Police Fund	15,659.60	0%
	Sewer Fund	1,580,210.57	8%
	Fire Fund	1,063,947.48	5%
	Building Fund	1,396,285.39	7%
	Capital Improvement Fund	2,589,789.71	13%
	Parking Fund	5,179,324.07	25%
GRAND TOTAL		20,547,290.11	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	20,273,838.41	99%
	Florida Prime/State Board of Admin.	273,451.70	1%
GRAND TOTAL		20,547,290.11	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for November 14, 2023.

Explanation: Draft minutes for approval for the November 14, 2023 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 11-14-23 Regular Commission Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 14, 2023
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss (by phone), Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Senior Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent advised that Item 18.a would be pulled from tonight’s Agenda and rescheduled to the January 9, 2024 meeting.

5. PRESENTATIONS

a. Sidewalk Café Update

Development Services Director Jhanelle Campbell reported that the Development Services Department has been working with all Downtown businesses affected by the sidewalk café expansion. This provides an opportunity for each business to meet with Staff and discuss their existing sidewalk café agreements, as well as how they would like to expand upon completion of the Downtown renovation. Sidewalk café standards and noise regulations were also reviewed with each business. Thus far, Staff has met with all Downtown businesses except two.

Development Services Director Campbell showed a PowerPoint presentation clarifying the Downtown enhancements, listing the items reviewed with each business, providing definitions as outlined in Town Code, and reviewing sidewalk café standards, which allow one seat per 10 sq. ft. Requirements for umbrellas and furniture were reviewed for Code compliance. Each business was reminded of the importance of keeping the new pavers clean.

Staff also reminded the businesses of regulations regarding music, including noise limitations. Businesses were advised that in the future, Code Compliance would resume their patrols of the Downtown area on weekends and may record violations if issues occur. Each business is also required to provide updated insurance certificates once the new sidewalk café areas are approved.

The approval process for Downtown sidewalk cafés requires each business to come to Town Hall or for Staff to visit the business to meet the applicant and review proposed configurations and furniture changes. Once all information has been collected, it is provided to the Town Manager for approval.

Development Services Director Campbell showed an example of the new sidewalk café layout, copies of which will be kept by both the applicant and by Town Staff for future reference. This allows any Staff member examining a location what that café is supposed to look like.

Mayor Vincent asked if there should be additional discussion of updating current policy, including chairs and tables, and asked if there has been any discussion of an update with the businesses. Development Services Director Campbell advised that most of the outdoor furniture she has seen has not changed significantly. Staff has requested two minor changes, and has emphasized that the restaurants will be responsible for ensuring that furniture does not transfer rust or other stains to the sidewalk. Either a spec sheet or other proof of treatment is required.

Development Services Director Campbell added that some businesses are simply treating the bottom of the furniture with a rust-prevention spray. Deputy Town Manager/Public Works Director Ken Rubach added that new furniture should be rust-resistant, and confirmed that the spray serves as an additional tool to maintain the pieces and prevent rust from being spread to the new pavers.

Commissioner Oldaker addressed noise, noting that many restaurants already have speakers in place in addition to speakers provided by hired entertainment. He asked if these two types of speakers will be addressed together or separately in the future. Development Services Director Campbell acknowledged that some issues will need to be addressed as they arise; in general, however, Staff uses a noise reader to measure for sound as outlined in Code. The decibel level is the determining factor, not the source of the music.

Commissioner Oldaker continued that because there is now greater depth in front of businesses, Staff will need to ensure they have control of the area from which sound is measured. Development Services Director Campbell clarified that Code does not allow for music to be heard outside the confines of a given property.

b. 75th Anniversary Update

Senior Special Events and Marketing Coordinator Katie Anderson gave an overview of the recent Boo-By-The-Sea event, which was held on October 28, 2023. She thanked everyone who attended this event as well as those who provided feedback, and recognized Broward Sheriff's Office (BSO) Staff and Pompano Beach Fire/Rescue for their assistance in making the event safe and successful.

The Town's Veterans Day ceremony was held on Saturday, November 11, 2023. Senior Special Events and Marketing Coordinator Anderson thanked Commissioner Randy Strauss for chairing this event. 27 Veterans, including 18 residents of Lauderdale-By-The-Sea, preregistered for the event, and more Veterans registered on the day of the event and stood for recognition. She thanked all who attended.

Christmas-By-The-Sea will be held in the newly renovated Downtown on Wednesday, December 6, 2023 from 5 p.m. to 8 p.m. This event will kick off the Town's 75th Anniversary celebration as well.

Senior Special Events and Marketing Coordinator Anderson thanked Vice Mayor Malkoon for chairing the 75th anniversary event. Forthcoming marketing of this celebration includes updates to the Town's website, new letterheads, street pole banners, and more. Anniversary merchandise will be available at the Visitors Center. The next event will be Taste of the Beach, which is scheduled for Wednesday, March 6, 2024.

Vice Mayor Malkoon and Commissioner Oldaker commended Senior Special Events and Marketing Coordinator Anderson on her work on these multiple recent events.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. LBTS Fire & Rescue October 2023 Safety Report

Ashley Zalewski, Fire Inspector for Pompano Beach Fire/Rescue, reviewed the October 2023 statistics from this service. Response time to any incidents within the Town averages approximately five minutes.

Commissioner Oldaker requested additional information on shifts. Inspector Zalewski explained that there are three 24-hour shifts.

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

b. BSO October 2023 Public Safety Report

BSO Captain Tom Palmer advised that Deputy Doug Roach is the Deputy of the Month for October 2023, citing his response to a suspicious person who had been convicted of multiple felonies. He also recognized Citizen Observer Patrol (COP) program member Dan Ford for his assistance in apprehending a bicycle theft suspect.

Commissioner Pouloupoulos asked if there will be any heightened patrols during the upcoming tourist season, particularly in the renovated Downtown area. Captain Palmer replied that the Town has approved an additional overtime budget for high-visibility patrols in the Downtown area, which are scheduled to begin the weekend after Thanksgiving and will run through Easter in 2024. These patrols will be on duty Thursdays through Sundays during this time frame. BSO also conducts special crime prevention operations throughout the holiday season.

Commissioner Oldaker asked if the Town's license plate reader (LPR) cameras read golf cart license plates. Captain Palmer confirmed this, but noted that it has not been

helpful thus far. Two golf carts were stolen in October and one in November. He added that there have been 21 such thefts in Fort Lauderdale and similar incidents in Lighthouse Point and Pompano Beach.

Captain Palmer advised that golf cart owners can protect themselves against theft by ensuring that they do not use universal keys, as well as by activating the vehicles' "tow mode" or obstructing them with cars. Tracking devices are another alternative.

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

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors reported that the Downtown renovation had originally been scheduled for completion by the coming weekend, but has been postponed due to severe rainfall. The project is near completion: the south sidewalk is complete except for cut pavers, blocks east of El Mar Drive are complete, and trees have been replaced. She estimated that two days' worth of work may be lost due to the weather, but confirmed that Downtown will be open before Thanksgiving.

Town Manager Connors added that after consultation with the Downtown businesses, it has been decided that the street will not be paved at present, nor will bollards be installed. Locational and menu board signage will not be available before Thanksgiving, but will be installed in December 2023. The Pier sign has been removed from the area and will be reviewed in January 2024 by the Commission to determine where and when it should be returned to an appropriate location.

Town Manager Connors recognized Public Works employee Jordan Jones for assisting a resident with a dead car battery.

Dancing-By-The-Sea has resumed on the second and fourth Sundays at 5 p.m., and the Farmers Market will begin on the first Sunday in December. The Chamber of Commerce is hosting a ribbon-cutting ceremony for the Downtown enhancements on November 29, 2023 at 5:45 p.m. This will be located on the corner of A1A and Commercial Boulevard and followed by a reception at Harat's.

Town Manager Connors concluded that today's Commission meeting is the only meeting scheduled in November. The only Commission meeting in December will be held on December 12, 2023. The Planning and Zoning Board will meet on December 4, 2023.

At this time Mayor Vincent opened public comment.

Ann Marchetti, resident, invited all present to the November 29, 2023 Chamber of Commerce ribbon-cutting ceremony. All Downtown businesses will offer specials, prizes, and deals.

Ms. Marchetti also addressed a Staff request for pressure washing services, pointing out that prices for almost all goods and services continue to increase. She expressed concern with these costs to Town residents, as well as the costs of the Downtown renovation project and its maintenance.

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

Town Manager Connors advised that Harat's restaurant, which was originally a retail store, had made a payment in lieu of parking (PILOP) in order to change their use to restaurant. Their next \$50,000 PILOP payment is due, and the business has requested that they be allowed to make this payment in \$10,00 installments over five months. She requested feedback from the Commission on this request.

Mayor Vincent requested clarification of how many PILOP payments the Town receives from various businesses. Development Services Director Campbell advised that one other PILOP participant is on a payment plan; other participants have paid in full. The Commissioners agreed by consensus to the payment plan proposal.

Vice Mayor Malkoon asked if information has been posted regarding the Downtown businesses' specials for the November 29 ribbon-cutting event. It was clarified that residents are invited to the area to see what is available.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for October 17, 2023 and October 24, 2023

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Resolution 2023-66: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING EVERGREEN CLEANING SERVICES, INC. FOR DECORATIVE PAVER PRESSURE WASHING SERVICES PURSUANT TO RFP NO. 23-10-11; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$184,280.60 PER YEAR; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach advised that the Agenda memo for this Item highlights the services to be provided, including how they will expand from previous years' service. The current bid was issued in 2019, when the Downtown area had a smaller footprint. The footprint has now increased from just over 25,000 sq. ft. to 28,000 sq. ft., and service will increase to three times per week during season and twice per week in the off-season. The Plazas and western businesses will be cleaned twice per month during season and once per month in the off-season, supplemented by Public Works Staff.

Deputy Town Manager/Public Works Director Rubach continued that Staff has reached out to the Downtown businesses regarding this bid, as there had been some concerns with the previous contractor's work. No bleach or chlorine products will be used in order to maintain both paint and landscaping, particularly with the increased frequency of cleaning.

Deputy Town Manager/Public Works Director Rubach further clarified that while there were originally nine bids received for this service, only two were qualified under the evaluation criteria. Staff recommends approval of the bid from Evergreen Cleaning Services, Inc., which is based in Pembroke Park. The \$184,280.60 per year is within the Town's budget for pressure cleaning services, which is approximately \$300,000. Sealing of the new pavers was also taken into consideration, as this can help prolong the life of the paving materials. The contract can be revisited next year to determine if changes should be made.

Commissioner Oldaker observed that the Town has a reputation for cleanliness, and agreed that regular cleaning is essential to maintain the newly remodeled Downtown. He agreed with revisiting the Item the following year.

Commissioner Poulopoulos requested clarification of the time frame in which the new pavers will be sealed. Deputy Town Manager/Public Works Director Rubach advised that the pavers will be acid-washed prior to sealing, and that the project's phases east of El Mar Drive have already been sealed. The south side will be sealed as soon as possible.

Commissioner Poulopoulos further clarified that the pressure washing will not only treat the new sidewalk, but the café areas and all spaces in which decorative pavers are used. The businesses with cafés will be notified of when cleaning is scheduled. Staff will also supplement the contracted services for a few weeks in order to give businesses time to acclimate to the change.

Commissioner Poulopoulos addressed the concern with spending raised under Public Comment, stating that while he agreed times are difficult at present, cleaning and maintenance should be priorities for the Downtown area. He concluded that the price was satisfactory, as it fell within the cleaning budget.

Mayor Vincent asked if a cost evaluation has been done to ensure that the costs of expansion are in line with previous sidewalk café costs for the businesses. Town Manager Connors replied that at the next Commission meeting, Staff plans to bring

forward an item to discuss sidewalk café fees, including waiver of the second quarter's fees as well as review of how the fees are charged. She noted that the cost is \$18 per square foot for the Downtown area and \$10 per square foot for the businesses in the Plaza area.

Another consideration is that the Commission approved absorption of the costs of pressure cleaning as part of the sidewalk café fees. Town Manager Connors noted that this has not been implemented thus far, and requested clarification of whether or not the Commission wishes to add this cost to the café fees or consider other options.

Mayor Vincent commented that the Downtown renovation is intended to continue to attract both local and out-of-town visitors to the Downtown area, which will increase parking revenue and assist in offsetting some of the renovation's expenses.

Vice Mayor Malkoon recognized Town Staff for their attention to detail with regard to the Downtown and Plaza areas over the past few years, as well as their current dedication to protecting the Town's investment in its Downtown.

Commissioner Oldaker emphasized that the expense of pressure cleaning will not increase the Town's budget, but will use funds that have already been approved.

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

b. Special Event Application: The Feast of the Holy Epiphany

Senior Special Events and Marketing Coordinator Anderson stated that there has been a special event application on behalf of St. Demetrius Greek Orthodox Church to hold a Feast of the Holy Epiphany service on Saturday, January 6, 2024 from 9 a.m. until 2 p.m. The event would be held in the south portions of the Connie Hoffmann and Ocean Plazas and will continue onto the beach just north of Anglin's Pier for the blessing of waters and release of doves, followed by lunch at Anglin's Beach Café.

Event attendance is estimated at 100 participants and spectators, as well as 10 volunteers. The request would use half of the Ocean Plaza pavilion, with the remaining half to be used by Aruba Beach Café. Setup would begin at 8 a.m. and cleanup is expected to be complete by 2:15 p.m. The event will not use any amplified sound within the Plazas.

The Applicant will coordinate directly with Pompano Beach Fire/Rescue to ensure appropriate lifeguards are on hand for the event. They have requested the waiver of the following application and event fees:

- Special event application fee of \$100
- Plaza electric fee of \$25
- Plaza use fees of \$850

These fees total \$975. The Commission approved this request in 2022.

The Applicant also requests that the Town bag the showers directly behind the event site for the duration of the event. Town Staff recommends approval of the event with the conditions outlined in the attached permit, as well as approval of the fee waivers.

Commissioner Poulopoulos noted that the same event was very successful in 2022. He emphasized that the request is not for funds from the Commission, but for a waiver.

Commissioner Oldaker suggested that when events are permitted in the Plazas, banners promoting or advertising other events could be removed during the duration of the event. Senior Special Events and Marketing Coordinator Anderson confirmed that this can be done.

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

14. COMMISSIONER COMMENTS

Commissioner Poulopoulos thanked Staff for making the Boo-By-The-Sea and Veterans Day ceremonies successful.

Commissioner Oldaker wished all present a happy Thanksgiving, and recommended caution while driving in inclement weather.

Vice Mayor Malkoon also wished all present a happy Thanksgiving, and looked forward to upcoming events including Christmas-By-The-Sea and the 75th anniversary celebration.

Commissioner Strauss thanked all who attended the Veterans Day event and wished all present a happy Thanksgiving.

Mayor Vincent extended condolences to Town resident Ron Piersante on the recent passing of his wife, Irene. He also wished all present a happy Thanksgiving.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

a. Resolution 2023-67: APPROVING AN AGREEMENT FOR SPECIAL MAGISTRATE SERVICES WITH JUDITH SECHER, ESQ. AND PROVIDING AN EFFECTIVE DATE.

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

Development Services Director Campbell stated that Section 6.5-2 of Town Code requires the Town to retain one or more Special Magistrates to preside over Code Enforcement hearings. The Town's previous Special Magistrate has accepted a full-time position elsewhere and can no longer fulfill that duty for the Town.

Town Staff recommends the appointment of Special Magistrate Judith Secher, Esq., who has over 20 years' experience as an assistant city attorney and magistrate in other Broward and Palm Beach County communities. A backup Special Magistrate will be appointed at a later date.

Judith Secher, Esq. introduced herself at this time.

Town Attorney Trevarthen advised that the previous Special Magistrate has worked with Ms. Secher and recommended her for the position.

Commissioner Pouloupoulos noted that he would recuse himself from voting on this Item due to a potential conflict.

Commissioner Oldaker made a motion, seconded by Vice Mayor Malkoon, to approve. Motion carried 4-0. (Commissioner Pouloupoulos abstained. A memorandum of voting conflict is attached to these minutes.)

18. QUASI JUDICIAL PUBLIC HEARINGS

- a. Case 2023-V-02: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-127 “Variance procedures and requirements” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a variance (2023-V-02) from Section 30-313(s)(2) of the Town Code, to permit the construction of a canopy at the property line that encroaches into both the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure and from Section 30-313(d)(1)(a) of the Town Code, to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted for the subject property located at 1900 E Terra Mar Drive.**

This Item was deferred to the January 9, 2024 meeting.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:50 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Perleopoulos Theophilos George</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Commission of Landreale by the Sea</i>	
MAILING ADDRESS <i>1460 S. Ocean Blvd #403 Baurd</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>Landreale by the Sea</i>	COUNTY <i>Baurd</i>	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>11/14/2023</i>		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Theophilos Pouloupoulos, hereby disclose that on 11/14/2023, 2023:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☒ inured to the special gain or loss of my relative, Spina Mantelos;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

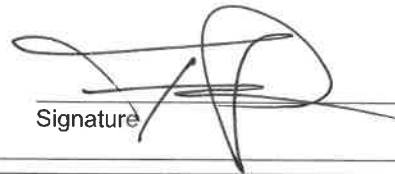
A vote took place on 11/14/2023 regarding the hiring of a new special magistrate for LBTS. At the time of the vote, Fisherman's Pier, Inc., owned in part by my father-in-law, had open cases before the Town's Special magistrate. I recused myself for any potential conflicts.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

12/5/2023

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2023-69 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TRANSFER OF OWNERSHIP OF A POLARIS VEHICLE TO BROWARD COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF THE AGREEMENT TO TRANSFER THE POLARIS VEHICLE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation: The Volunteer Fire Department (VFD) had several vehicles that we transitioned for the Town's use. For example, the passenger trucks have been painted white and are being used by our Municipal Services staff and Code Compliance staff respectively. Our BSO team has asked the Town to transfer the Polaris RGR-20 off road vehicle to them for their use. The attached Resolution and Agreement accomplishes this.

The staff continue to research the value of the other equipment from the VFD to determine if we can sell or donate the remaining equipment.

Recommendation: Staff recommends approval of Resolution 2023-69 authorizing the transfer of the Polaris RGR-20 Off Road vehicle.

Exhibits:

1. Resolution 2023-69 BSO Agreement Polarus Transfer

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TRANSFER OF OWNERSHIP OF A POLARIS VEHICLE TO BROWARD COUNTY SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF THE AGREEMENT TO TRANSFER THE POLARIS VEHICLE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea owns a 2020 Polaris RGR-20 off-road vehicle that it no longer needs (“Vehicle”); and

WHEREAS, Broward County Sheriff's Office ("Sheriff") is desirous of obtaining the Vehicle for its use within the Town's jurisdictional boundaries; and

WHEREAS, the Town and Sheriff agree to transfer ownership of the Vehicle from the Town to the Sheriff for no cost, contingent on the Sheriff only using the Vehicle within the jurisdiction of the Town in addition to other terms and conditions further discussed in the agreement attached as Exhibit “A” (“Agreement”); and

WHEREAS, the Town is authorized to transfer surplus assets to another government entity pursuant to Section V(C) of its Purchasing Manual upon the Town Commission's approval; and

WHEREAS, Town staff recommends the Town Commission approve the transfer of the Vehicle to the Sheriff and approve execution of the Agreement; and

WHEREAS, the Town Commission finds it is in the best interest of the Town to transfer the Vehicle to the Sheriff and Approve the Agreement.

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

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

Section 2. Approval. The Town Commission hereby approves the transfer of the Vehicle to the Sheriff for use within the jurisdictional boundaries of the Town.

Section 3. Authorization. The Mayor is hereby authorized to execute the Agreement with the Sheriff, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney. The appropriate Town Officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 12th day of December 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

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APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AGREEMENT FOR TRANSFER OF EQUIPMENT

This Agreement is executed on this 12th day of December, 2023, by and between the BROWARD SHERIFF'S OFFICE (hereinafter referred to as "SHERIFF") and the TOWN OF LAUDERDALE- BY-THE-SEA, FLORIDA (hereinafter referred to as "TOWN").

WHEREAS, Lauderdale-By-The-Sea owns a Polaris off-road vehicle which is no longer needed.

WHEREAS, the SHERIFF is desirous of obtaining the vehicle for use in the Town.

THEREFORE, IN CONSIDERATION of the mutual terms and conditions contained herein, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The TOWN agrees to transfer at no cost to SHERIFF one 2020 Polaris RGR-20 off road vehicle, VIN # 4XARSE994L8051191 ("Vehicle") for the SHERIFF's use of the Vehicle in the TOWN. The parties agree that if the SHERIFF uses the Vehicle outside the TOWN's jurisdiction, the ownership of the Vehicle will automatically transfer back to the TOWN.
3. TOWN disclaims any and all warranties on the above-described equipment as follows:

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TOWN DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE VEHICLE, AND SHERIFF AGREES THAT THE VEHICLE IS "AS IS" AND "WITH ALL FAULTS."

4. SHERIFF shall indemnify, hold harmless and, at the option of TOWN, defend or pay for an attorney selected by TOWN to defend TOWN, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from use of the vehicle.
5. The parties agree that it is their intention and covenant that this Agreement and the terms contained herein and all suits and special proceedings relating to it be construed in accordance with the laws of

the State of Florida, and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, by reason of, or in any way related to this Agreement the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

6. The parties agree that in the event any portion of this Agreement is held invalid, the balance shall continue in full force and effect.
7. In executing this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
8. In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

AGREEMENT BY AND BETWEEN THE BROWARD SHERIFF'S OFFICE AND THE
TOWN OF LAUDERDALE-BY-THE-SEA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
respective date(s) under each signature.

BROWARD SHERIFF'S OFFICE

Colonel David Holmes, Executive Director
Department of Law Enforcement

Date

Approved as to form and legal
sufficiency subject to execution
by the parties:

Terrence O. Lynch, General Counsel

TOWN OF LAUDERDALE-BY-THE-SEA

Linda Connors, Town Manager

Date

Approved as to form and legal
sufficiency subject to execution
by the parties:

Susan L. Trevarthen, Town Attorney



Agenda Item No: 11.b.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2023-63: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) CROSSWALK SIGNAGE IMPROVEMENTS WITHIN THE RIGHT OF WAY OF STATE ROAD A1A - 1800 SOUTH OCEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Town staff began working with the Florida Department of Transportation ("FDOT") staff in 2021 to upgrade the crosswalk located at approximately 1800 South Ocean Boulevard to notify drivers when pedestrians are utilizing the crosswalk. The notification system, the Rectangular Rapid Flashing Beacon (RRFB) system, includes flashing amber warning lights to alert motorists to yield to pedestrians.

Prior to installation of the RRFB system, FDOT requires that the Town execute a Maintenance Memorandum of Agreement ("MMOA") between the Town and the Florida Department of Transportation to acknowledge the Town's responsibility for maintenance associated with the crosswalk enhancements.

Recommendation: Approve Resolution 2023-63 approving and authorizing the Town Manager to execute the MMOA with FDOT.

Exhibits:

1. Resolution 2023-63 Approving Maintenance Memo Of Agreement With FDOT For Solar Powered Rectangular Rapid Flashing Beacon

RESOLUTION NO. 2023-63

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (“RRFB”) CROSSWALK SIGNAGE IMPROVEMENTS WITHIN THE RIGHT OF WAY OF STATE ROAD A1A-1800 SOUTH OCEAN BOULEVARD, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (“FDOT”) has jurisdiction of State Road A1A at Mile Post 8.167, and

WHEREAS, FDOT, for the purpose of safety, and other reasons, has constructed and does maintain State Road A1A, and

WHEREAS, FDOT seeks to install solar-powered Rectangular Rapid Flashing Beacon sign assemblies, including but not limited to solar-powered batteries and components, at existing pedestrian midblock crosswalk within the right-of-way of SR A1A as described within Exhibit “A,” and referred to hereafter as “the Improvements” (Project Location, Description and Location Map), and

WHEREAS, it is the intent of the Town of Lauderdale -By-The-Sea (“Town”) and FDOT that the Town shall maintain all of the Improvements constructed within the project limits, as detailed within Exhibit “A”; and

WHEREAS, the Town and FDOT mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party: and

WHEREAS, the Town desires to enter into a maintenance memorandum agreement, in substantially the form attached hereto as Exhibit “B,” with FDOT (the “Agreement”); and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the Agreement with FDOT for the installation and maintenance of the Improvements; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Agreement with FDOT for the installation of the Improvements.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Agreement with FDOT for the installation and maintenance of the Improvements.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with FDOT for the installation and maintenance of the Improvements, attached hereto as Exhibit “B,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this _____ day of December, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

SECTION No: 86050000
COUNTY: Broward
S.R. No: A1A
FM No: 436339-3-52-01

EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AERIAL, AND LOCATION MAP

I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the Town of Lauderdale by the Sea in Broward County, Florida along SR A1A at M.P. 8.167.

II. Description

The proposed project consists installation of pedestrian **IMPROVEMENTS**, specifically solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies including but not limited to solar-powered batteries and components at existing pedestrian midblock crosswalk within the right-of-way of SR A1A.

III. Aerial

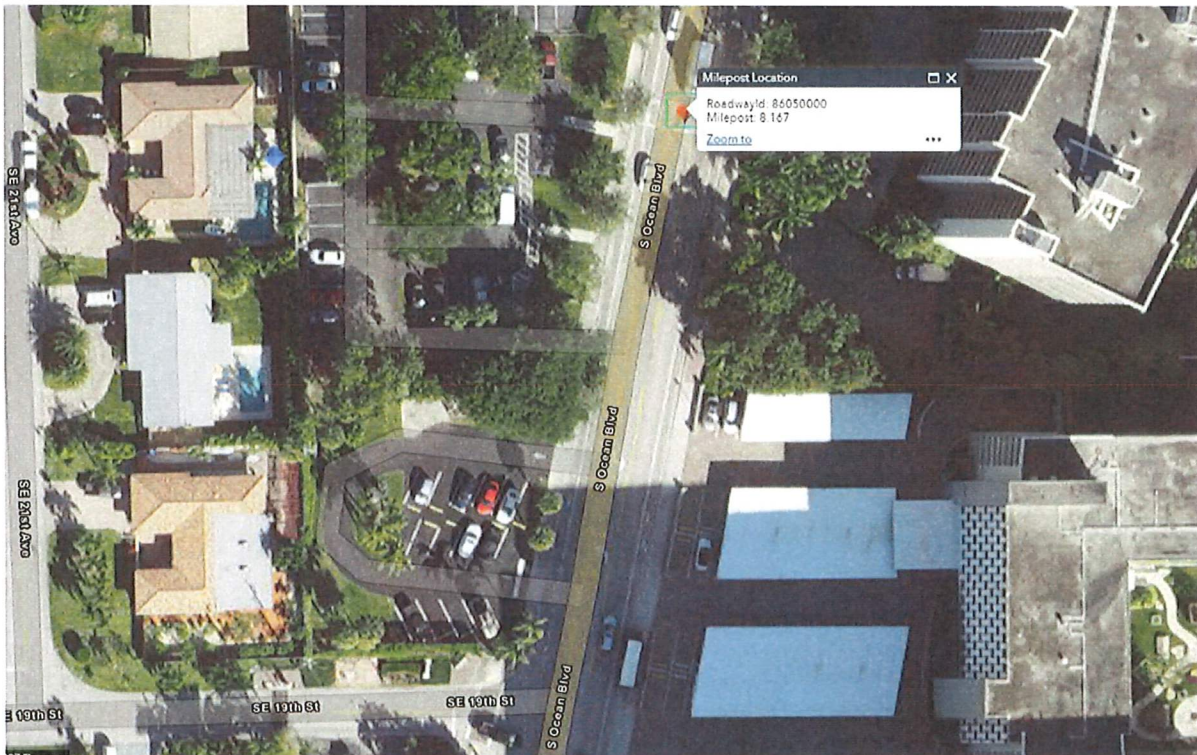


EXHIBIT B

SECTION No: 86050000

COUNTY: Broward

S.R. No: A1A

FM No: 436339-3-52-01

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)

THIS AGREEMENT, made and entered into on _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida hereinafter called the **DEPARTMENT**, and **TOWN OF LAUDERDALE BY THE SEA**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (SR) A1A at Mile Post (M.P.) 8.167; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road (SR) A1A; and

WHEREAS, the **DEPARTMENT** seeks to install solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies, including but not limited to solar-powered batteries and components, at existing pedestrian midblock crosswalk within the right-of-way of SR A1A as described within **Exhibit A** and referred to hereafter as "**the IMPROVEMENTS**" (**Project Location, Description and Location Map**), and have maintained by the **AGENCY**; and

WHEREAS it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the **IMPROVEMENTS** constructed within the project limits under **FM No. 429569-5-52-01**, along State Road (SR) A1A at M.P. 8.167, as detailed within **Exhibit A**.

WHEREAS, the Project involves the scope of work as described within **Exhibit A** and **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number _____ entered into this date _____ attached hereto as **Exhibit D** and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under **FM No: 436339-3-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B**, which will benefit the **AGENCY**. The **AGENCY** agrees to maintain the **IMPROVEMENTS**, as described within **Exhibit A** and **Exhibit B**; and

- a) If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- b) The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990 ("ADA"), as currently enacted or as may be amended from time to time.
- c) The **AGENCY** shall be invited to assist the **DEPARTMENT** in the final inspection of the **IMPROVEMENTS** before acceptance of the job by the **DEPARTMENT**.
- d) The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **436339-2-52-01**. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, and general maintenance of all features within the limits of the **IMPROVEMENTS** as described within **Exhibit A**.

- a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA) of 1990, as currently enacted or as may be amended from time to time.
- b) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination, The **AGENCY** shall not change or deviate from the **AGENCY'S** approved Maintenance Plan as referenced in **Exhibit C** (Maintenance Plan Requirements) without written approval from the **DEPARTMENT**.
- c) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.
- d) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a result of maintaining the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
- e) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY'S** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, named storm event,

acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

- f) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT**.
- g) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
- h) All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the appropriate department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- i) It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the **IMPROVEMENTS** and notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the **IMPROVEMENTS** in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- j) Any work impacting traffic flow on A1A must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENTS** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time while the terms of this **AGREEMENT** are in effect it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s) by sending a certified letter to the **AGENCY**, in care of the **TOWN OF LAUDERDALE BY THE SEA, TOWN MANAGER** to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If the deficiencies are not corrected within the time period, the **DEPARTMENT** may at its option, proceed under one or more or a combination of the following items.

- a) The **DEPARTMENT** may repair any item, or a number of items corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- b) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel The actual cost for such work will be charged to the **AGENCY**.
- c) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- d) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove within the limits of the **DEPARTMENT'S** right-of-way, by the **DEPARTMENT** or its Contractor's personnel all of the **IMPROVEMENTS** installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the right of way identified as a result of this document, subject to the following conditions:

- a) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- b) The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate.
- c) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- d) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **IMPROVEMENT(S)** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for all expenditures for the installation of the **IMPROVEMENTS** and the cost to remove and or replace the **IMPROVEMENTS** with the standard improvement or the cost for removal of the **IMPROVEMENTS** in its entirety.
- b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the **AGENCY** in conjunction with this Agreement.
- c) By the **DEPARTMENT**, within a six (6) month written notice.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy

without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancelation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancelation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall, if applicable:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto regarding project FM No. **436339-3-52-01**. There are no other agreements oral or written, with reference to the subject matter hereof that are not merged herein.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-

FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof. Should the **AGENCY** disagree with the **DEPARTMENT'S** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this agreement.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

Town of Lauderdale By the Sea
Attention: Town Manager
Address: 4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans
Exhibit C: Maintenance Plan Requirements
Exhibit D: Town of Lauderdale by the Sea Resolution

SECTION No: 86050000
COUNTY: Broward
S.R. No: A1A
FM No: 436339-3-52-01

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Francine Steelman, Assistant General Counsel

Date: _____

EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AERIAL, AND LOCATION MAP

I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the Town of Lauderdale by the Sea in Broward County, Florida along SR A1A at M.P. 8.167.

II. Description

The proposed project consists installation of pedestrian **IMPROVEMENTS**, specifically solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies including but not limited to solar-powered batteries and components at existing pedestrian midblock crosswalk within the right-of-way of SR A1A.

III. Aerial

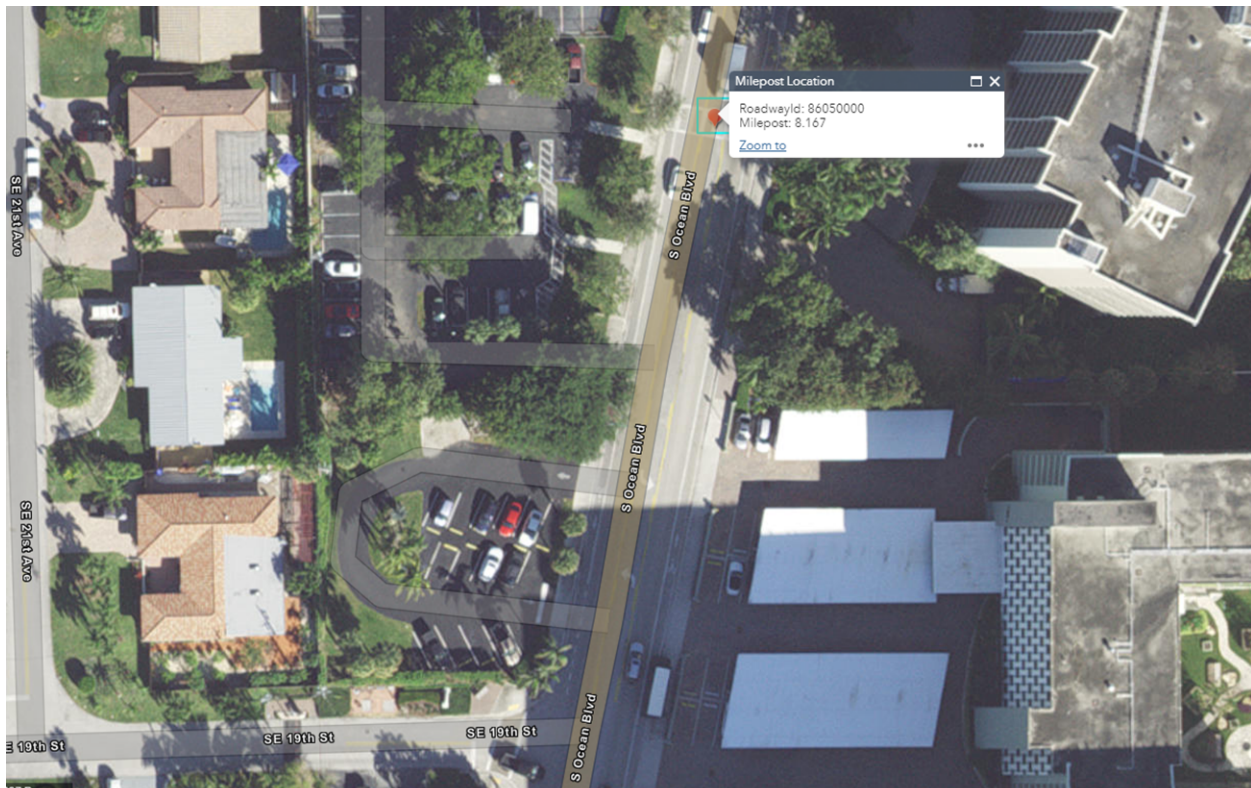


EXHIBIT B

PLANS

Contract Plans by Brent Jude Lee Shue, P.E., Inc. dated November 1st, 2023, as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
12	S-1	KEY SHEET
13	S-2	TABULATION OF QUANTITIES
14	S-3	GENERAL NOTES
15	S-4	SIGNING PLAN

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

FINANCIAL PROJECT ID 436339-3-52-01

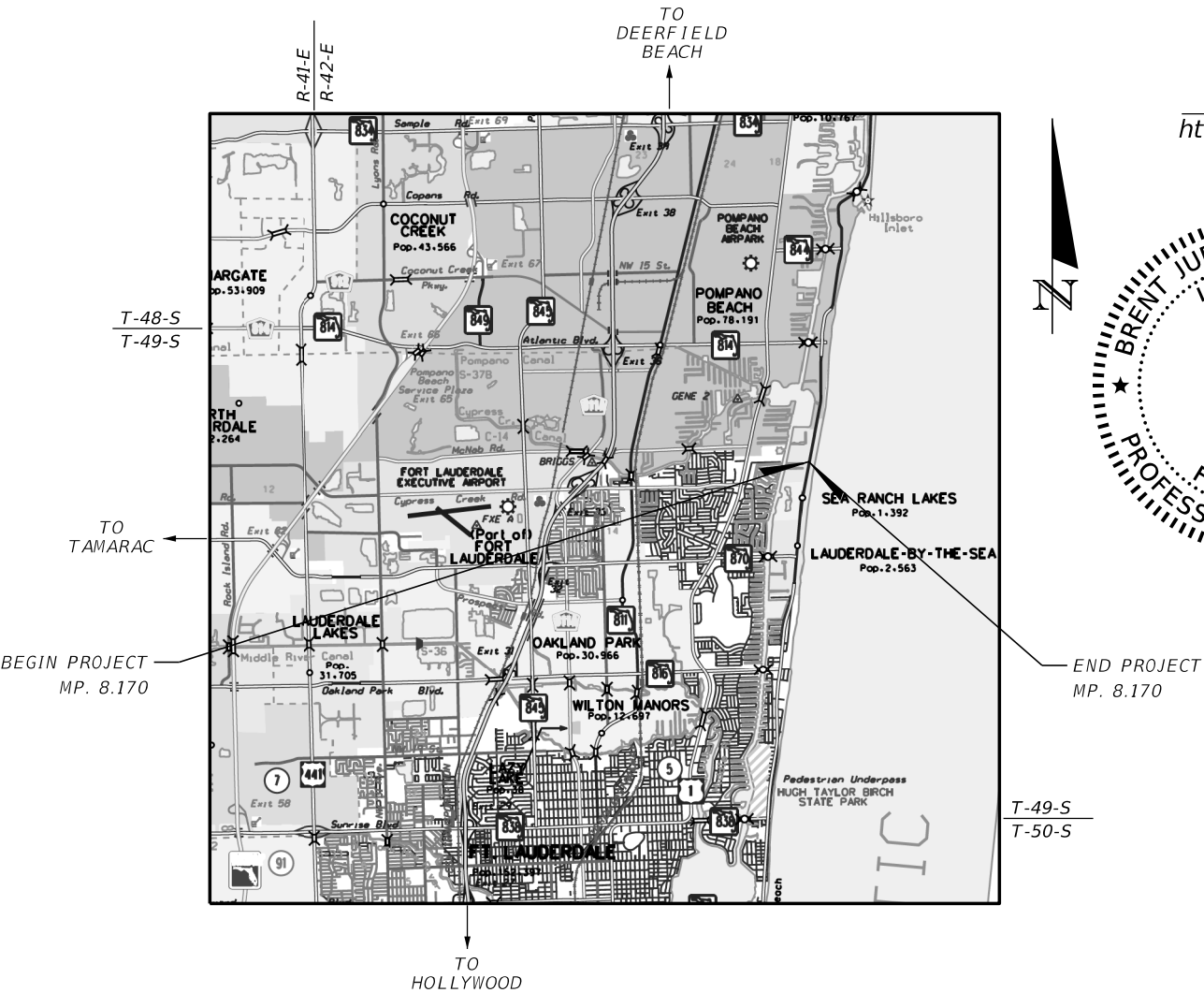
BROWARD COUNTY (86050)

STATE ROAD NO. SR A1A

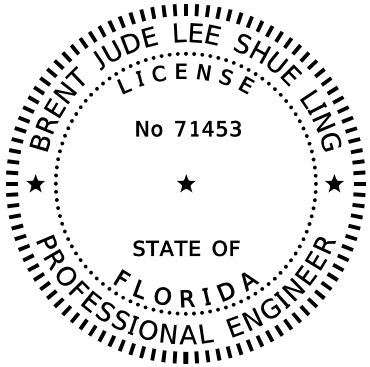
INDEX OF SIGNING AND
PAVEMENT MARKINGS PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4	SIGNING PLAN
UTV-1*	VERIFIED UTILITY LOCATE

* THIS SHEET IS INCLUDED IN THE INDEX OF SIGNING AND PAVEMENT MARKING PLANS ONLY TO INDICATE THAT IT IS PART OF THE SIGNING AND PAVEMENT MARKING PLANS. THIS SHEET IS CONTAINED IN A SEPARATE DIGITALLY SIGNED AND SEALED DOCUMENT.



LOCATION OF PROJECT
<https://tinyurl.com/bdyxesxp>



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

SIGNING AND PAVEMENT
MARKING PLANS
ENGINEER OF RECORD:

BRENT JUDE LEE SHUE LING, P.E.
P.E. LICENSE NUMBER: 71453
CTS ENGINEERING, INC.
3230 W. COMMERCIAL BLVD., SUITE 220
FT. LAUDERDALE, FL 33309
PHONE NO.: 786-472-8175
CONTRACT NO.: CAH48
VENDOR NO.: 27-1089334

FDOT PROJECT MANAGER:

RANA KEEL, E.I.

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD PLANS AND
REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND FY 2023-24 STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E4W81	24	S-1

11/1/2023 11:50:08 AM LFranzoi Z:\Design\CTS_FL_projects\2022001-D4DW Push Button Design (CAH48)\TW0-29_1800 S Ocean Blvd - RRFEN\43633925201\SigningAndMarking\CESS5SP01_TW029.dgn

TABULATION OF QUANTITIES				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY TOTAL	
			PLAN	FINAL
102-60	WORK ZONE SIGN	ED	140	
102-74-1	CHANNELIZING DEVICE- I, II, DI, VP, DRUM, OR LCD	ED	1220	
102-74-8	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	FD	160	
102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	20	
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	34	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	10	
527-2	DETECTABLE WARNINGS	SF	20	
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	2	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	250	
654-2-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR, COMPLETE SIGN ASSEMBLY- BACK TO BACK	AS	2	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	2	
700-1-60	SINGLE POST SIGN, REMOVE	AS	2	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	50	
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	1862	
715-1-60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	1862	

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. LICENSE NUMBER: 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309 13		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR A1A	BROWARD	436339-3-52-01		S-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

11/1/2023 11:50:13 AM LFranzoi Z:\Design\CTS_FL_projects\2022001-D4DW Push Button Design (CAH48)\TWO-29_1800 S Ocean Blvd - RRFBL\436339\25201\SigningAndMarking\GNWTSPO1_TWO29.dgn

GENERAL NOTES:
=====

1. UTILITY AGENCY OWNERS:
COMPANY
AT&T DISTRIBUTION
BROWARD COUNTY TRAFFIC ENGINEERING
CITY OF POMPANO BEACH
COMCAST CABLE
FLORIDA POWER & LIGHT
HOTWIRE COMMUNICATIONS
TECO PEOPLE GAS SOUTH FLORIDA
- CONTACT
DINO FARRUGGIO
ROBERT BLOUNT
JOHN SFIROPOULOUS
RICARDO DAVIDSON
AKRUM JOMAA
WALTER SANCHO-DAVILA
JOAN DOMMING
- TELEPHONE NUMBERS
561-683-2729
954-847-2745
954-545-7009
786-586-8505
954-321-2067
954-699-0900
813-275-3783
2. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE RAPID RECTANGULAR FLASHING BEACON ASSEMBLIES AND RELATED COMMUNICATIONS EQUIPMENT IS THE TOWN OF LAUDERDALE BY THE SEA.
3. LANDSCAPING AND TREE TRIMMING/PRUNING TO BE DONE BY THE TOWN OF LAUDERDALE-BY-THE-SEA.

PAY ITEM NOTES:
=====+

- 102-60, 102-74-1,
102-74-8, 102-76
- TCP ITEMS BASED ON ESTIMATED 10 DAYS TO COMPLETE. TIME DOES NOT INCLUDE INSPECTION AND ACCEPTANCE.
- 102-99
- TCP ITEMS BASED ON ESTIMATED 17 DAYS, ONE SIGN IN EACH DIRECTION OF SR-A1A TO COMPLETE WORK. TIME DOES NOT INCLUDE INSPECTION OR ACCEPTANCE.

TCP GENERAL NOTES:
=====

1. THE WORK ZONE SPEED LIMIT IS 35 MPH.
2. ONLY WORK ON ONE SIDE OF SR-A1A AT A TIME.
3. DETOUR PEDESTRIAN TRAFFIC TO THE OPPOSITE SIDE OF A1A PER STANDARD INDEX 102-660.
4. USE FY2023-24 STANDARD PLANS INDEX 102-600 AND 102-628 SHEET 3 OF 3 TO SHIFT THRU TRAFFIC ONTO THE TWO-WAY LEFT TURN LANE.
5. MAINTAIN ACCESSS TO ALL DRIVEWAYS.
6. COORDINATE WITH BCT AT 954-357-8300 TO MAKE THE NECESSARY ARRANGEMENTS FOR IMPACTS TO TRANSIT STOPS.
7. FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS AT EACH APPROACH TO CONSTRUCTION LIMITS AS FOLLOWS:

ROAD
WORK
BEGINS

DAY
MONTH
DATE

ROAD
WORK
AHEAD

PROCEED
WITH
CAUTION

START 7 DAYS PRIOR TO
COMMENCEMENT OF CONSTRUCTION

DURING CONSTRUCTION

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. LICENSE NUMBER: 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309 14	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-3
					SR A1A	BROWARD	436339-3-52-01		

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT'S** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2023-50: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH ONE PARKING INC. FOR PARKING ENFORCEMENT SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF DELRAY BEACH AGREEMENT AWARDED PURSUANT TO RFP 2022-038; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Explanation: In 2015, the Town solicited for Parking Management Services via RFP 15-01-01 which was awarded to Republic Parking, Inc., now part of Reimagined Parking, Inc. The contract expired this spring and staff has been working with the vendor to find a suitable piggyback replacement. During this time, a series of changes within key personnel in the company have resulted in operational issues with their management team and reduced their communication with our staff.

Because of these issues, the Town Staff has been looking for alternative solutions to our contract with Republic Parking. We found another qualified vendor in the area, One Parking, LLC, whose municipal clients include both Delray Beach and Pompano Beach. The Delray Beach contracts most closely mirrors our current operational needs and the structure of our expiring contract. In addition, One Parking, LLC is a locally based company which should help address some of the management issues we were experiencing towards the end of the Republic's contract since they were not locally based.

Some of the key highlights of the new agreement include:

- The contract terms are 5 years with 2 extension periods for 1 year each.
- A \$30,000 Management Fee which is the same as the initial fee amount negotiated by the Town in 2015, subject to a yearly increase of no more than 3%.
- One Parking has agreed to have our existing contracted parking team join their staff in order to create a seamless transition in services.
- Annual Operating Costs to be set and approved on a yearly basis by the Town with staff anticipating no more than a 3% yearly increase unless the Town chooses to budget for

additional staffing for enforcement operations.

- Provide parking enforcement staff as well as oversight of those employees, maintenance of the citation system, and customer service assistance to those utilizing parking spaces within the Town.
- The cost for FY 24 is approximately \$282,386 for contractual parking operations, including the \$30,000 management fee.
- The proposed budget also includes an additional dollar an hour for contractual parking staff (4 staff at 40hrs per week) as well as a new enforcement/citation platform.

Based on this information, the estimated budget for the first five years of the contract with the optional two renewal periods is as follows:

Initial Term

FY 24: \$282,386.00

FY 25: \$290,857.58

FY 26: \$299,583.31

FY 27: \$308,570.81

FY 28: \$317,827.93

ESTIMATED TOTAL FOR THE INITIAL FIVE-YEAR TERM: \$1,499,225.63

Optional Renewal Years

FY 29: \$327,362.77

FY 30: \$337,183.65

ESTIMATED TOTAL FOR THE OPTIONAL RENEWAL YEARS S: \$664,546.42

The Town Purchasing Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process. The Town wishes to utilize the agreement between One Parking, LLC and the City of Delray Beach, dated March 28, 2023, and awarded pursuant to the Delray Beach RFP #23-288.

We currently have \$350,000 budgeted for parking management services in the Parking Fund's Contractual Services account 310-545-000-500-345 so the approval of this contract will include a significant savings for the Town.

Recommendation: Staff recommends approval of Resolution 2023-50 and authorizing the Town Manager to execute the Agreement with One Parking Inc. for Parking Management Services.

Exhibits:

1. Resolution 2023-50 Approving A Piggyback Agreement With One Parking Inc

RESOLUTION NO. 2023-50

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH ONE PARKING INC. FOR PARKING ENFORCEMENT SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF DELRAY BEACH AGREEMENT AWARDED PURSUANT TO RFP 2022-038; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) desires parking enforcement services within the Town (the “Services”); and

WHEREAS, on March 28, 2023, the City of Delray Beach ("Delray Beach") adopted Resolution No. 57-23 competitively awarding a contract to One Parking Inc. (the “Contractor”) for the Services pursuant to Request for Proposals No. 2022-038 (the “Delray Beach Agreement”); and

WHEREAS, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor utilizing the same or better terms and conditions as the Delray Beach Agreement (the “Piggyback Agreement”); and

WHEREAS, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, Town staff has performed market research to determine whether the Delray Beach Agreement is in the best interest of the Town; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Contractor for the Services; and

WHEREAS, in accordance with Section IV.E. of the Town's Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the Town Manager to execute the Piggyback Agreement; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor to provide the Services to the Town, utilizing the Delray Beach Agreement.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Piggyback Agreement with the Contractor for the Services.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with the Contractor for the provision of the Services, attached hereto as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this _____ day of December, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR PARKING
ENFORCEMENT SERVICES WITH ONE PARKING INC.
(Piggyback Competitive Award)**

This Agreement is made this ____ day of December, 2023 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and One Parking Inc. (the "Contractor"), a Florida profit corporation, whose address is 477 South Rosemary Avenue, Suite 216, West Palm Beach, FL 33401.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for parking enforcement services within the Town (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Delray Beach ("Delray Beach"), Florida and the Contractor as set forth in the Delray Beach Request for Proposals No. 2022-038, attached hereto and incorporated herein as Attachment "1" (the "Delray Beach Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Delray Beach Contract, except as otherwise modified herein; and

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

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

Section 1. Contract Terms. The terms and conditions of the Delray Beach Contract, attached hereto as Attachment "1," are incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Delray Beach Contract, the order of priority shall be: this Agreement, and the Delray Beach Contract.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for the "City of Delray Beach" with regard to any and all provisions

of the Delray Beach Contract, including by example, and not limitation, with regard to any bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Delray Beach Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

- B. The term of this Agreement shall be five (5) years and may be renewed for two (2) additional one (1)-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.
- C. The Total operating cost shall be in an amount not to exceed \$1,469,940.43 for the initial five (5) year period, which includes an annual management fee of \$30,000 per year.
 - 1. Fiscal Year 24: Contractor shall be paid in an amount not to exceed \$ 276,870.00.
 - 2. Fiscal Year 25: Contractor shall be paid in an amount not to exceed \$285,176.10.
 - 3. Fiscal Year 26: Contractor shall be paid in an amount not to exceed \$293,731.39.
 - 4. Fiscal Year 27: Contractor shall be paid in an amount not to exceed \$302,543.32.
 - 5. Fiscal Year 28: Contractor shall be paid in an amount not to exceed \$311,619.62.
- D. Exhibit "A" of the Delray Beach Contract is hereby deleted and replaced with the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference.
- E. Exhibit "B" of the Delray Beach Contract is hereby deleted and replaced with the "Fee Schedule Including Annual Management Fee and Reimbursable Expenses" attached hereto as Exhibit "B" and incorporated herein by this reference.
- F. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.
- G. Public Records
 - 1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

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

H. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section

287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance.

Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

H. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall

survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

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

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

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: One Parking Inc.
477 South Rosemary Ave. Suite 216
West Palm Beach, FL 33401

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 4. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

ONE PARKING INC.

Linda Connors, Town Manager

Date: _____

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A

SCOPE OF SERVICES

A.1 Scope

Given the demands of managing the Town's parking system and the expected future growth, the Town desires to engage a qualified firm to provide all personnel, materials and services necessary to manage on-street and lot enforcement policies and protocol. Services will include, but not be limited to, provision of an integrated parking management software solution that is accessible via smart-phone technology, parking revenue collection, parking enforcement, parking citation management, complaint resolution, coordination on parking matters with downtown businesses, parking meter maintenance, providing data and analysis.

The overriding strategy for parking is to balance the parking needs of the community with the competing interests of businesses, restaurants, visitors and residents in the downtown area. Sound parking management will be critical going forward to ensure the safety and economic vitality of the Town.

A.2 Background

Lauderdale- By-The-Sea (LBTS) is a first-class beach resort destination with a diverse, vibrant community located in Broward County, Florida. LBTS is a popular destination for locals and visitors alike, filled with upscale shops and fine restaurants. LBTS is also known for its many family-friendly festivals and special events.

The demand for parking comes from visitors, patrons of the restaurants and businesses, and local residents who come to enjoy the beach, nightlife and events. The heaviest demand is during the winter season from November through April and throughout the year near the Beach.

Downtown parking includes a variety of parking options including off-street parking lots, and on-street parking.

A.3 Services

The CONTRACTOR shall handle all parking functions including hiring and managing the parking enforcement staff in order to provide overall enforcement of all Town parking assets, including but not limited to the following areas of responsibility:

- i. Implement parking management software that has capabilities such as providing automated citation management tools and the flexibility to change parking rates based upon capacity levels (if Town desires).
- ii. Managing parking rates throughout the day and adjusting based upon demand.
- iii. Oversee the Town's parking permit process.
- iv. Developing cooperative marketing opportunities between downtown businesses and parking.
- v. Parking enforcement.
- vi. Marketing and public relations.
- vii. Citation management.
- viii. Resolution of customer-service issues and/or complaints.

- ix. Coordination on parking matters with local businesses.
- x. Event parking planning.
- xi. Provide parking data, analysis, and recommendations regarding rates, parking design, expansion of parking system, traffic flow and control, wayfinding, marketing, and otherwise assist the Town in realizing the potential for the parking system.
- xii. Installing parking sensors that integrate with parking management software and is accessible to the parking public via a smart phone App(s) that provides notification and location of available parking as well as electronic payment options for parking.

A.4 Parking Enforcement

- i. Manage enforcement of parking regulations in Town-owned metered parking spaces in a fair, professional and friendly manner. Enforcement activities will include electronic ticketing and may in the future include arranging for towing or immobilization of vehicles.
- ii. Maintain records of citations, including photographic evidence of infractions that involve parking outside of the marked space, parking illegally, or other violations, and provide that documentation quickly to the Town for use in dealing with complaints.
- iii. Issue citations for vehicles improperly parked in the public right of way and in private handicapped spaces.
- iv. Provide friendly guidance to parkers on how to operate the pay stations and on parking regulations.
- v. Provide documentation for, attend, testify, and present evidence at hearings on appeals of parking tickets.
- vi. At a minimum of one time per month, analyze data from pay stations, citation management systems, and pay by phone, and make recommendations to the Town, based on that analysis, of changes to parking policies and practices, of enforcement hours, and changes that would improve the parking system.
- vii. Establish designated patrol routes for enforcement officers.
- viii. Respond to requests from the Town to suspend or emphasize enforcement along certain streets or in certain areas. Ensure adequate staffing to meet the management and enforcement needs of the Town's parking system.
- ix. While on patrol, CONTRACTORS employees shall remove visible litter in the parking areas or inform the Chief Parking Facilities Administrator if the volume or problem exceeds their ability to collect it.
- x. Town will have the ability to monitor and audit all citations issues by CONTRACTOR. Town will have the ability to forgive any citation they deem necessary and may do so without any interference from CONTRACTOR.

A.5 General Services required:

- i. Assist and consult with the Town as necessary in the design of parking facilities or modification to parking rates and policies.

- ii. At least annually, as part of the Town budget process, evaluate the parking rates and provide recommendations for rate changes to the Town.
- iii. Work with Town businesses as needed to assess how well public parking is accommodating their needs and provide the Town with suggestions for improvement.
- iv. Be available to respond to Town when needed and attend group and or Commission meetings when asked by the Town.
- v. Install and maintain parking equipment or arrange for Town staff to install signage and parking meters.
- vi. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the Town.
- vii. Provide operational and customer training for all enforcement personnel to include a training manual and employee course completion certification as verification.
- viii. Provide customer services associated with the Town's parking system, including instruction to users on the operation of pay stations, direction to available parking, and explanation of parking regulations.
- ix. Provide weekly, monthly, and annual reports as directed by the Town.

A.6 Parking – Special Requirements and Additional Services:

- i. Enforce parking regulations during special events, and weather-related or other emergencies, and install and remove informational parking signage for such events.
- ii. Provide temporary signage to alert the public to special event and other temporary or permanent changes in the availability of parking spaces.
- iii. Notify Police for towing or booting of illegally parked vehicles when specifically requested by Town.
- iv. Change procedures as necessary to conform to revisions of Chapter 19 of the Town's Code Ordinances, parking regulations, policies and initiatives.
- v. Review Town ordinances and develop an analysis if they are appropriately reinforcing and/or producing the desired outcome.
- vi. Provide the Town with recommendations of Ordinances that may be negatively impacting the parking program.
- vii. Evaluate the areas of paid Town metered parking and provide recommendations for new paid parking areas to the Town.

A.7 Town Parking Meters – Operations

- i. TOWN personnel are in full control of all issues related to Town metered parking. CONTRACTOR has vast experience in the use of parking meters and will make themselves available to the TOWN for discussions or planning for any changes to the existing meter program, but it is fully understood that TOWN will monitor, repair and generally care for all parking meters. This stated, the following still applies to CONTRACTOR,

- ii. Immediately report any full, damaged, missing or malfunctioning meters or facilities to the appropriate supervisor or meter technician.

A.8 Parking Meter Replacement

- i. The Town reserves the right to replace any Town meter with different equipment. CONTRACTOR agrees to work with the Town to find the best prices for the equipment and lowest financing rate available and extend those prices without mark-up to the Town.
- ii. CONTRACTOR will assist the Town in installing new or replacement parking meters.

A.9 Citation Management (Collections of Monies and Accounting)

The CONTRACTOR shall manage all aspects of the Town's citation management system. If CONTRACTOR provides citation management services the following shall apply:

- i. CONTRACTOR'S citation management system shall meet all requirements of the Code of Ordinances.
- ii. CONTRACTOR shall be responsible for collecting payments on citations from the public. CONTRACTOR should make available to the customers a variety of payment options approved by the Town, including but not limited to cash, check or credit card. CONTRACTOR shall also be responsible for processing payments it has received for Town parking citations.
- iii. CONTRACTOR shall provide detail accounting of monies collected for parking from Town meters, website payments and lockbox (mail-in) payments.
- iv. Issue late notices for overdue payment of citations and provide follow-up collection
- v. Utilize automated technology such as license plate recognition (LPR) to issue citations and manage records of citations.

A.10 Personnel Administration

- i. While on duty, parking enforcement personnel shall demonstrate high ethical standards of conduct and observe all written rules and regulations of the CONTRACTOR concerning their work assignments. CONTRACTOR written rules and regulations must be in accordance with Town ethical and personnel conduct policies.
- ii. Administer a Florida Department of Law Enforcement criminal background check, 10-panel drug screening, and alcohol testing on all new employees and whenever there is reasonable suspicion or an incident in which an employee appears to be impaired, as allowable by Law. CONTRACTOR shall conduct such background checks, drug screening, and alcohol testing and provide proof of results to the Town. Individuals with felony criminal charges, who are on the FBI Terrorist watch list, or who fail the drug or alcohol testing will not be approved to provide on-site services for the Town.
- iii. Supervisors will maintain communications with on-duty field personnel to ensure oversight of parking enforcement activities.
- iv. CONTRACTOR shall ensure that all enforcement and parking collection personnel wear uniforms and are neatly groomed while on duty. The uniform must be pre-approved by the

Town and shall display approved insignia or logo that clearly identifies the wearer as an employee of CONTRACTOR and being responsible for enforcing parking violations, managing parking facilities. The uniform shall include a nametag bearing the name of the personnel which shall be clearly visible and readable at all times.

- v. All other employees of the CONTRACTOR providing services to the Town shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- vi. The CONTRACTOR shall employ persons who are fully certified, trained, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- i. CONTRACTORS personnel assigned to provide services are employees of the CONTRACTORS. The CONTRACTOR is responsible for hiring, training, supervising of its personnel.
- ii. CONTRACTOR shall at all times ensure that its personnel serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the CONTRACTOR.
- iii. The Town, at its sole discretion, reserves the right to require CONTRACTOR to make staffing adjustments to meet demand, including the number of service hours per day.
- iv. Upon request by the Town, CONTRACTOR shall remove any personnel from the provision of services to the Town.
- v. CONTRACTOR shall acknowledge the receipt of any public complaint or request for service to the individual making the complaint of request within one Town business day.
- vi. CONTRACTOR shall provide an appropriate response to the individual making the complaint or request with three Town business days from the date the communication was received.
- vii. In the event a complaint or communication is received alleging an employee of the CONTRACTOR was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the CONTRACTOR shall submit a written report to the Chief Parking.

Manager within seven calendar days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the Individual making the allegation. The report will also include the name and title of the employee and the nature of the corrective action was taken. All such records shall be retained during the term of this Agreement and made available to the Town upon request.

A.11 Training and Customer Service

- i. CONTRACTOR shall employ personnel that exhibit a friendly, helpful, customer-oriented image at all times while on duty.
- ii. Provide customer service training to all personnel that is in accordance with industry best practices. The training must be pre-approved by the Town.
- iii. Provide training to all personnel so they are equipped with general information about the Town and can assist visitors with items such as wayfinding.
- iv. In accordance with the Town's customer service principles, respond to public inquiries about

the parking enforcement services, ticketing and enforcement, or any other related concerns.

- v. Assist the Town with public outreach and marketing regarding the parking program, rules and regulations.

A.12 Safety

- i. Successful CONTRACTOR shall execute practices and strategies to ensure the safety and security of all personnel and property.
- ii. The CONTRACTOR shall provide training to all personnel in applicable safety precautions and safety devices required for the provision of services.

A.13 Town's Rights and Responsibilities

- i. The Town may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- ii. The Town, at its sole discretion, shall define the hours of enforcement.
- iii. Equipment and supplies paid for by Town, or for which the Town reimburses the CONTRACTOR, shall become property of Town.
- iv. The Town, at its sole discretion, reserves the right to adjust the number of parking meters and spaces at any time during the Agreement. If the Town decides to increase the hours of enforcement, the CONTRACTOR will have the opportunity to propose an increase to the proposed budget.

A.14 Reimbursable Operating Expenses

The Town will reimburse the CONTRACTOR for all approved expenses as determined by the Town. The CONTRACTOR shall submit a monthly expense report and include supporting documentation for expenses. The Town will reimburse actual expenses with no surcharges. Requests for reimbursement of approved expenses must accompany each monthly invoice for services.

A.15 Annual Budget Process

By March 31st of each year, the CONTRACTOR shall submit a detailed budget in the format requested by the Town outlining all anticipated expenses for the following fiscal year. For budget preparation and reporting purposes, the CONTRACTOR shall follow the Town's fiscal year, which starts October 1 and ends September 30.

A.16 Parking System

The parking management system should include the following:

- i. Real-time sensors for vehicle occupancy, if approved by the Town.
- ii. App for guidance to open parking.
- iii. Provides data for decision-making including real-time status and historical data.
- iv. Real-time web-based and mobile technology that includes a free smart phone App.
- v. Real-time parking enforcement App that reports violations.

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EXHIBIT B

FEE SCHEDULE INCLUDING ANNUAL MANAGEMENT FEE AND REIMBURSABLE EXPENSES

The following fees and expenses shall be all inclusive to provide comprehensive parking management services in accordance with the requirements set forth in this Agreement.

I. ANNUAL MANAGEMENT FEE

a. The Town shall pay Contractor an Annual Management Fee of \$30,000 for the first year of the Agreement.

b. This flat fee represents the costs associated with the following services including but not limited to:

- Administration and management services such as payroll, accounting, and developing an annual budget along with provision of enforcement services.

c. On the first day following the end of the initial term of the Agreement and on the first day of each renewal term thereafter, the Town may, in its sole discretion, increase the Annual Management Fee for the forthcoming year. The percentage increase in the annual Management Fee if any, shall be based on performance and shall not exceed the lesser of (i) three percent (3%) per annum, or (ii) the percentage increase in the Bureau of Labor Statistics ECI (Employment Cost Index), Management, professional and related occupations Series ID CIU201S000100000A in most recent 12-month period. Written notice of any such increase shall be given to the Town not less than ninety (90) calendar days prior to the renewal term for which an increase is sought.

II. REIMBURSABLE COSTS AND EXPENSES

The Reimbursable Costs and Expenses shall mean all preapproved budgeted operating expenses incurred by the Contractor in the performance of the Scope of Services. Reimbursable expenses are separate from, and in addition, to the Annual Management Fee.

A. Equipment Costs

1. Equipment Costs shall mean all equipment used by Contractor that is reasonably necessary to perform the Scope of Services. Such items shall include, but not be limited to:

- License plate recognition equipment including software and related licenses
- Parking collections equipment, including bill counter and coin sorter (if present)
- Parking enforcement vehicles, handheld enforcement devices, and parking boots
- Any additional equipment approved by Town

2. Contractor shall be responsible for purchasing, installing, and upgrading equipment as required.

3. All Equipment purchased by Contractor to perform the Scope of Services shall become property of the Town upon termination of this Agreement or any extensions thereto. Upon termination of this Agreement and upon Town's full payment of the equipment, Contractor shall deliver a bill of sale conveying absolute ownership of the equipment to the Town, free and clear of all liens and encumbrances.

B. Operating Costs and Expenses

1. Operating Costs and Expenses shall mean the ordinary direct operating expenses to perform the Scope of Services.

2. Within thirty (30) Calendar days after the Commencement date, the Contractor shall prepare and submit to the Town an operating budget for the first partial year of the contract using a form approved by the Town. Thereafter, and in accordance with the Town budget schedule and Section A.15 of the Scope of Services, the Contractor shall prepare and submit to the Town an annual operating budget for the each of the following fiscal years (October 1 to September 30) using a form approved by the Town. This budget shall be approved by the Town Commission as a line item in the Town's annual budget.

3. The Town may, in its sole discretion, deny reimbursement of any purchases that are not included in the annual operating budget approved by the Town or that have not been otherwise approved by the Town prior to purchase as provided in this Agreement.

4. Annual operating budget may be increased or decreased by the Town but only if and to the extent that the Town, in its sole discretion, deems such revisions necessary and appropriate under this Agreement.

5. To further clarify to costs and operating expenses associated with the operation please see below for the estimated operating costs, which include payroll and all other operating expenses.

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10.23.23

Enforcement Proforma

Monthly Average

\$23,532

Payroll	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
EXPENSES													
Wages (see table below)	\$15,535	\$12,428	\$12,428	\$15,535	\$12,428	\$15,535	\$12,428	\$12,428	\$15,535	\$12,428	\$12,428	\$12,428	\$161,564
Payroll Taxes and Workers Comp (16%)	\$2,423	\$1,939	\$1,939	\$2,423	\$1,939	\$2,423	\$1,939	\$1,939	\$2,423	\$1,939	\$1,939	\$1,939	\$25,204
TOTAL LABOR COSTS	\$17,958	\$14,367	\$14,367	\$17,958	\$14,367	\$17,958	\$14,367	\$14,367	\$17,958	\$14,367	\$14,367	\$14,367	\$186,768
Operational Expenses													
Human Resources and Screening Expense	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Employee Benefits	\$0	\$0	\$0	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$8,325
Insurance	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$3,996
Third Party Payroll Processing	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Permits & Licenses	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
Third Party CPA	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$430	\$5,160
UpSafety Equipment Amortization	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$2,125	\$25,500
Management Fee	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
PCI/Tech SAS Fees	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$299	\$3,588
Professional Fees Computer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265
Tickets	\$0	\$0	\$0	\$0	\$0	\$350	\$0	\$0	\$0	\$0	\$0	\$0	\$350
Supplies	\$150	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$1,470
Utilities/telephone 5G	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$2,760
Miscellaneous	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$742	\$8,904
TOTAL OPERATING EXPENSES	\$7,984	\$7,154	\$7,154	\$8,079	\$8,079	\$8,429	\$8,079	\$8,079	\$8,079	\$8,079	\$8,079	\$8,344	\$95,618
TOTAL EXPENSES	\$25,942	\$21,521	\$21,521	\$26,037	\$22,446	\$26,387	\$22,446	\$22,446	\$26,037	\$22,446	\$22,446	\$22,711	\$282,386

STAFFING SCHEDULE / WAGES

WAGES	Hours a week	Hourly/Wage	Weeks	Weekly Payroll	Yearly Payroll
Project Manager Allocation				\$307	\$16,000
Enforcement Officer	80	\$18.00	52	\$1,440	\$74,880
Enforcement Officer	80	\$17.00	52	\$1,360	\$70,720
Total Payroll				\$3,107	\$161,600

Special Note: OPI will purchase UpSafety Equipment at \$100,000 and amortize over 5 year term
 Monthly amortization will total: \$ 2,125 per month

PAYROLL SCHEDULE

STAFF	Monday	Tuesday	y	Thursday	Friday	Saturday	Sunday	Total Hours
Project Manager	8am to 5pm	8am to 5pm	8am to 5pm	8am to 5pm	8am to 5pm	Off	Off	40
Project Manager								40
Enforcement Officer #1	7am to 3pm	7am to 3pm	7am to 3pm	7am to 3pm	7am to 3pm	7am to 3pm	7am to 3pm	56
Enforcement Officer #2	2pm to 10pm	2pm to 10pm	2pm to 10pm	2pm to 10pm	2pm to 10pm	2pm to 10pm	2pm to 10pm	56
Valet Attendant Total								112

ATTACHMENT 1

**[DELRAY BEACH CONTRACT
ON PAGES THAT FOLLOW]**

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and One Parking, Inc. (hereinafter referred to as "Contractor"), a Florida corporation, whose address is 477 South Rosemary Avenue, Suite 216, West Palm Beach, FL 33401 this 28th day of March, 2023.

WHEREAS, the City desires to procure comprehensive parking management services in accordance with the City's Request for Proposals No. 2022-038; and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2022-038 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform professional services similar to those identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit A. The exact scope/requirements may vary each year, so prior to work commencement, the Contractor shall provide a detailed proposal outlining the services to be provided.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

For CITY:

City of Delray Beach

100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

One Parking, Inc.
477 South Rosemary Avenue, Suite 216
West Palm Beach, FL 33401
ATTN: Mark Pratt
mpratt@oneparking.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall be three years and may be renewed for two additional one-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.

ARTICLE 6. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

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IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH
By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

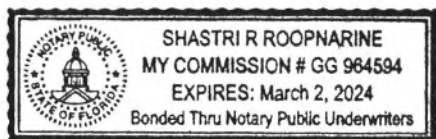
ONE PARKING, INC.
By: Mark Pratt
Print Name: MARK PRATT
Title: PRESIDENT/COO

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of MARCH, 2023 by MARK PRATT (name of person), as PRESIDENT/COO (type of authority) for ONE PARKING INC. (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☒
Type of Identification Produced FL DRIVER LIC



[Signature]
Notary Public - State of FLORIDA

EXHIBIT A SCOPE OF SERVICES

Introduction

Contractor shall provide management of all City parking Downtown, which includes a variety of parking options including off-street parking facilities, on-street parking, and parking garages totaling approximately 2,300 parking spaces as provided in the Delray Beach Parking Management Plan attached hereto as Exhibit "A". Contractor will provide an overall strategy for parking that will balance the parking needs of the community with the competing interests of businesses, restaurants, visitors and residents in the downtown area.

The City's Chief Parking Facilities Administrator will oversee and direct the City's parking activities in coordination with Contractor. Additionally, the City has a Parking Management Advisory Board, that consists of five members that meet monthly to advise the City Commission with respect to parking management policy and related issues.

Services

Subject to the approved budget, Contractor shall handle all parking functions including hiring and managing the parking enforcement staff in order to provide overall management of all City parking assets. Contractor shall provide the following services:

- a. Subject to the City's approval and purchase of the appropriate technology applications, implement parking management software that has capabilities such as providing automated citation management tools and the flexibility to change parking rates based upon capacity levels.
- b. Manage parking rates throughout the day and adjust rates based upon demand.
- c. Oversee the parking permit process.
- d. Develop cooperative marketing opportunities between downtown businesses and parking.
- e. Provide parking enforcement.
- f. Develop marketing and public relations related to Parking.
- g. Provide citation management services.
- h. Resolve customer-service issues and/or complaints.
- i. Coordinate parking matters with local businesses.
- j. Event parking planning.
- k. Provide parking data, analysis, and recommendations regarding rates, parking design, expansion of parking system, traffic flow and control, bikeway planning and design, ADA compliance, wayfinding, marketing, and otherwise assist the City in realizing the potential for the parking system.

- l. Install parking sensors that integrate with parking management software and is accessible to the parking public via a smart phone App(s) that provides notification and location of available parking as well as electronic payment options for parking. One Parking can and will coordinate the installation of sensors but will not be responsible for purchasing the sensors. The City purchase any sensors that are approved and installed.

Parking Enforcement

Contractor shall provide Parking Enforcement services as follows:

- a. Manage enforcement of parking regulations in City-owned metered parking spaces in a fair, professional, and friendly manner. Enforcement activities will include electronic ticketing and may in the future include arranging for towing or immobilization of vehicles.
- b. Maintain records of citations, including photographic evidence of infractions that involve parking outside of the marked space, parking illegally, or other violations, and provide that documentation quickly to the City for use in dealing with complaints.
- c. Issue citations for vehicles improperly parked in the public right of way and in private handicapped spaces.
- d. Provide friendly guidance to parkers on how to operate the pay stations and on parking regulations.
- e. Provide documentation for, attend, testify, and present evidence at hearings on appeals of parking tickets.
- f. At a minimum of one time per month, analyze data from pay stations, citation management systems, and pay by phone, and make recommendations to the City, based on that analysis, of changes to parking policies and practices, of enforcement hours, and changes that would improve the parking system.
- g. Establish designated patrol routes for enforcement officers.
- h. Respond to requests from the City to suspend or emphasize enforcement along certain streets or in certain areas. Ensure adequate staffing to meet the management and enforcement needs of the City's parking system.
- i. While on patrol, Contractor's employees shall remove visible litter in the parking areas or inform the Chief Parking Facilities Administrator if the volume or problem exceeds their ability to collect it.

General Requirements:

Contractor shall meet the following general requirements:

- a. Assist and consult with the City as necessary in the design of parking facilities or modification to parking rates and policies.
- b. At least annually, as part of the City budget process, evaluate the parking rates and provide recommendations for rate changes to the City.
- c. Work with City businesses as needed to assess how well public parking is accommodating their needs and provide the City with suggestions for improvement.

- d. Be available to respond to City when needed and attend group and/or Commission meetings when asked by the City.
- e. Install and maintain parking equipment or arrange for City staff to install signage and parking meters.
- f. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the City.
- g. Provide operational and customer training for all enforcement personnel to include a training manual and employee course completion certification as verification.
- h. Provide customer services associated with the City's parking system, including instruction to users on the operation of pay stations, direction to available parking, and explanation of parking regulations.
- i. Provide weekly, monthly, and annual reports as directed by the City.

Parking – Special Requirements and Additional Services:

Contractor shall provide the following special requirements and additional services:

- a. Enforce parking regulations during special events, and weather-related or other emergencies, and install and remove informational parking signage for such events.
- b. Provide temporary signage to alert the public to special events and other temporary or permanent changes in the availability of parking spaces.
- c. Notify Police for towing or booting of illegally parked vehicles when specifically requested by City.
- d. Amend procedures as necessary to conform to revisions in the City Ordinances, parking regulations, policies and initiatives.
- e. Review City ordinances and develop and analyze whether the Ordinances are appropriately reinforcing and/or producing the desired outcome.
- f. Provide the City with recommendations to Ordinances that may be negatively impacting the parking program.
- g. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.
- h. Provide low-emission or no-emission, low-speed electric vehicles for enforcement.

Parking Meters – Operations

Contractor shall provide or be responsible for the following:

- a. Program changes in rates into the pay stations as directed by the City to include managing parking rates throughout the day and adjusting based upon demand.

- b. Immediately report any full, damaged, missing or malfunctioning meters or facilities to the appropriate supervisor or meter technician.
- c. Keep a meter log of all complaints regarding meters. The log will note date, meter number, location, problem and name of the person calling in the problem, and the tag number of the car (if any). (The City's meter technician shall add the date the meter was checked, the nature of the problem and the date it was corrected.)
- d. Upon request by the City, keep the pay stations supplied with paper for receipts to ensure there is no down time.
- e. Contractor will be liable for the replacement cost of any lost, stolen, unaccounted for or damaged parking system equipment that is the property of the City. If the incident was not associated with Contractor, the Contractor can bill the reimbursement on the monthly invoice.

Parking Meter Replacement

- a. The City reserves the right to replace any City meter with different equipment. Contractor agrees to work with the City to find the best prices for the equipment and lowest financing rate available and extend those prices without mark-up to the City.
- b. Contractor will assist the City in installing new or replacement parking meters.

Garage Maintenance

Contractor shall provide or be responsible for the following:

- a. Scheduled cleaning for the two parking garages as well as the Courthouse Garage, as defined in the Agreement. The cleaning will include a daily report of cleaning activities performed which shall include but not be limited to the following:
 - (1) Empty of trash
 - (2) Wipe down of all equipment
 - (3) Cleaning of signage
 - (4) Cleaning of staircase
 - (5) Removal of spider webs
 - (6) Removal of oil spills
 - (7) Painting
 - (8) Pressure washing
 - (9) Replacement of broken tire stops
 - (10) Reporting of elevator issues
 - (11) Lighting outage
 - (12) Equipment failure
 - (13) Assist the City with preparing a procedure manual for such processes to include, but not limited to, managing oil spills and emergency response.

Collections of Parking Meter Monies and Accounting

Upon request by the City, Contractor will be required to collect and account for parking meter

monies as follows:

- a. Collect and account for all revenues from the parking meters. The collection of single space meters and pay stations are required to be at least weekly, and before a meter is 95 percent full to ensure no down time.
- b. Ensure proper accountability and internal control of all monies collected.
- c. Provide all financial and operational reports as requested by the City.
- d. Should any monies collected by Contractor be lost, stolen, unaccounted for or otherwise removed from the custody and control of Contractor prior to its deposit in the City approved bank account, Contractor shall deposit said amount of money within ninety-six hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by Contractor, any payments made to the City on account thereof shall, if applicable, be reimbursed to Contractor. Contractor will be liable for all mismanagement of funds by Contractor, its employees, or agents.

Citation Management (Collections of Monies and Accounting)

Contractor shall provide or be responsible for the following:

- a. Processing and maintaining of a database of parking tickets issued.
- b. Collecting payments on citations from the public. Contractor should make available to the customers a variety of payment options approved by the City, including but not limited to cash, check or credit card. Contractor shall also be responsible for processing payments it has received for City parking citations.
- c. Detailing accounting of monies collected for parking from City meters, website payments and lockbox (mail-in) payments.
- d. Issuing late notices for overdue payment of citations and providing follow-up collection in accordance with Florida Statute to include:
 - (1) Out of State Collections
 - (2) DMV Hold Requirement
 - (3) Scofflaw requirements and procedures (should the City choose to tow or boot).
- e. Utilizing automated technology such as license plate recognition (LPR) to issue citations and manage records of citations.

Office Administration

- a. In accordance with City Purchasing Policies and Procedures, Contractor shall be responsible for purchasing all materials necessary to carry out all operational functions. These include but are not limited to paper tickets, ticket books, envelopes, uniforms, office equipment and supplies, and all other necessary equipment.
- b. All purchases shall be accompanied by receipts. Contractor shall maintain records of

equipment and supplies and provide accounting to City. All purchases submitted for reimbursable must have been acquired in accordance with City Purchasing Ordinances.

Personnel Administration

Contractor shall ensure that Personnel shall be managed and subject to the below requirements as follows:

- a. While on duty, parking enforcement personnel shall demonstrate high ethical standards of conduct and observe all written rules and regulations of the Contractor concerning their work assignments. Contractor's written rules and regulations must be in accordance with City ethical and personnel conduct policies.
- b. Contractor shall administer a Florida Department of Law Enforcement criminal background check, 10 panel drug screening, and alcohol testing on all new employees and whenever there is reasonable suspicion or an incident in which an employee appears to be impaired, as allowable by Law. At Contractor's expense, Contractor shall conduct such background checks, drug screening, and alcohol testing and provide proof results to the City. Individuals with felony criminal charges, who are on the FBI Terrorist watch list, or who fail the drug or alcohol testing will not be approved to provide on-site services for the City.
- c. Supervisors will maintain communications with on-duty field personnel to ensure oversight of parking enforcement activities.
- d. At Contractor's expense, Contractor shall bond all personnel who handle City monies.
- e. Contractor shall ensure that all enforcement, cashier, and parking collection personnel wear uniforms and are neatly groomed while on duty. The uniform must be pre-approved by the City and shall display approved insignia or logo that clearly identifies the wearer as an employee of Contractor responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform shall include a nametag bearing the name of the personnel which shall be clearly visible and readable at all times.
- f. All other employees of Contractor providing services to the City shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- g. Contractor shall employ persons who are fully certified, trained, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- h. Contractor's personnel assigned to provide services are employees of Contractor. The Contractor is responsible for hiring, training, supervising of its personnel.
- i. Contractor shall at all times ensure that its personnel serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of Contractor.
- j. The City, at its sole discretion, reserves the right to require Contractor to make staffing adjustments to meet demand, including the number of service hours per day.
- k. Upon request by the City, Contractor shall remove any personnel from the provision of services to the City.
- l. Contractor shall acknowledge the receipt of any public complaint or request for service to the

individual making the complaint of request within one City business day.

- m. Contractor shall provide an appropriate response to the individual making the complaint or request with three City business days from the date the communication was received.
- n. In the event a complaint or communication is received alleging an employee of the Contractor was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, Contractor shall submit a written report to the Chief Parking Manager within seven calendar days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the Individual making the allegation. The report will also include the name and title of the employee and the nature of the corrective action was taken. All such records shall be retained during the term of this Agreement and made available to the City upon request.

Training / Customer Service/ Safety

Contractor shall provide or be responsible for the following:

- a. Employ personnel that exhibit a friendly, helpful, customer-oriented image at all times while on duty.
- b. Customer service training to all personnel that is in accordance with industry best practices. The training must be pre-approved by the City.
- c. Train all personnel so they are equipped with general information about the City and can assist visitors with items such as wayfinding.
- d. In accordance with the City's customer service principles, respond to public inquiries about the parking enforcement services, ticketing and enforcement, or any other related concerns.
- e. Assist the City with public outreach and marketing regarding the parking program, rules and regulations.
- f. Execute practices and strategies to ensure the safety and security of all personnel and property.
- g. Training to all personnel in applicable safety precautions and safety devices required for the provision of services.

City's Rights and Responsibilities

- a. The City may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- b. The City, at its sole discretion, shall define the hours of enforcement.
- c. Equipment and supplies paid for by City, or for which the City reimburses the Contractor, shall become property of City.
- d. The City, at its sole discretion, reserves the right to adjust the number of parking meters and spaces at any time during the Agreement. If the City decides to increase the hours of

enforcement, Contractor will have the opportunity to increase the proposed budget accordingly.

- e. The City will provide an office for Contractor to be utilized for the provision of services including the services of subcontractors, if applicable. The office will be located in the Old School garage. Contractor must provide the City with an accessible means to communicate and coordinate with its on-site management and supervisory staff.

Reimbursable Operating Expenses

The City will reimburse Contractor for all approved expenses as determined by the City. Contractor shall submit a monthly expense report and include supporting documentation for expenses. The City will reimburse actual expenses with no surcharges. Requests for reimbursement of approved expenses must accompany each monthly invoice for services.

Annual Operating Budget

By March 31st of each year, Contractor shall submit a detailed budget in the format requested by the City outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation and reporting purposes, Contractor shall follow the City's fiscal year, which starts October 1 and ends September 30.

Parking System

The parking management system should include the following:

- a. Real-time sensors for vehicle occupancy, if approved by the City.
- b. App for guidance to open parking.
- c. Data for decision-making including real-time status and historical data.
- d. Real-time web-based and mobile technology that includes a free smart phone App.
- e. Real-time parking enforcement App that reports violations.

(The remainder of this page is intentionally left blank.)

EXHIBIT B

FEE SCHEDULE INCLUDING ANNUAL MANAGEMENT FEE AND REIMBURSABLE EXPENSES

The following fees and expenses shall be all inclusive to provide comprehensive parking management services in accordance with the requirements set forth in this Agreement.

I. ANNUAL MANAGEMENT FEE

a. The City shall pay Contractor an Annual Management Fee of \$54,000 for the first year, \$55,620 for the second year and \$57,289 for the third year. This fee is in accordance with the schedule Performa that was submitted for the initial three-year term of the Agreement.

b. This flat fee represents the costs associated with the following services including but not limited to:

- Administration and management services such as payroll, accounting, and developing annual budget
- Parking consulting services, which includes providing parking data, analysis and recommendations to the City in the following areas:
 - Parking designs
 - Expansion of parking system
 - Traffic flow and control
 - Bikeway planning and design
 - Wayfinding signage
 - Assist the City in realizing the potential for the parking system
 - Marketing and public relations services including developing cooperative marketing opportunities between downtown business and parking.

II. REIMBURSABLE COSTS AND EXPENSES

The Reimbursable Costs and Expenses shall mean all preapproved budgeted operating expenses incurred by the Contractor in the performance of the Scope of Services. Reimbursable expense are separate from, and in addition, to the Annual Management Fee.

A. Equipment Costs

1. Equipment Costs shall mean all equipment used by Contractor that is reasonably necessary to perform the Scope of Services described in Exhibit A. Such items shall include, but not be limited to:

- License plate recognition equipment including software and related licenses

- Parking collections equipment, including bill counter and coin sorter
- Parking enforcement vehicles, handheld enforcement devices, and parking boots
- Garage maintenance equipment
- Any additional equipment approved

2. Contractor shall be responsible for purchasing, installing, and upgrading equipment as required.

3. For equipment purchased in the first year of the Agreement, the City shall pay the total cost of the purchase, including taxes and shipping, in an amount not to exceed Sixty Seven Thousand Three Hundred Fifty Six Dollars (\$67,356.00) amortized over a 36-month period, with such payment not to exceed One Thousand Eight Hundred Seventy One dollars (\$1,871.00) per month. For equipment purchased in the second and third year of the term payment schedule, the City, at its sole discretion, shall pay Contractor the total cost in a one-time payment or in an amount amortized to the end of the initial term of the contract.

4. All Equipment purchased by Contractor to perform the Scope of Services shall become property of the City upon termination of this Agreement or any extensions thereto. Upon termination of this Agreement and upon City's full payment of the equipment, Contractor shall deliver a bill of sale conveying absolute ownership of the equipment to the City, free and clear of all liens and encumbrances.

B. Operating Costs and Expenses

1. Operating Costs and Expenses shall mean the ordinary direct operating expenses to perform the Scope of Services, with the exception of Equipment Costs, and shall not exceed Seven Hundred Seventy-Five Thousand Two Hundred Ninety-Eight Dollars (\$775,298.00) per year.

2. Within thirty (30) Calendar days after the Commencement date, the Contractor shall prepare and submit to the City an operating budget for the first partial year of the contract using a form approved by the City. Thereafter, and in accordance with the City budget schedule and Section A.18 of the Scope of Services, the Contractor shall prepare and submit to the City an annual operating budget for the each of the following fiscal years (October 1 to September 30) using a form approved by the City. This budget shall be approved by the City Commission as a line item in the City's annual budget.

3. The City may, in its sole discretion, deny reimbursement of any purchases that are not included in the annual operating budget approved by the City or that have not been otherwise approved by the City prior to purchase as provided in this Agreement.

4. Annual operating budget may be increased or decreased by the City but only if and to the extent that the City, in its sole discretion, deems such revisions necessary and appropriate under this Agreement.

(The remainder of this page is intentionally left blank.)

EXHIBIT C

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RFP No. 2022-038

Project Title: Comprehensive Parking
Management Services

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 6 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

Typed, printed, or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT D

Insurance

The Contractor must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The Contractor shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- b. **COMPREHENSIVE GENERAL LIABILITY**
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000.00), and two million (\$2,000,000.00) in the aggregate for Bodily Injury and Property Damage. Such certificate shall list the City as additional insured.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
- c. **AUTOMOBILE LIABILITY**
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. **PROFESSIONAL LIABILITY**
Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.
- e. **PRODUCTS/COMPLETED PRODUCTS OPERATIONS**
Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
- e. **Commercial Crime Liability:** with limits of not less than one million (\$1,000,000.00) dollars per occurrence.
- f. **Garage Keeper Liability Insurance:** with limits of not less than one million (\$1,000,000.00) dollars

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement for Comprehensive Parking Management Services with One Parking, LLC

Department: Public Works

Contact person: Casetra Thompson

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #: 57-23

Agreement Action:

New ☒	Renewal* ☐	Amendment* ☐	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Article 5: shall be three years and may be renewed for two additional one-year periods
Termination Clause	11.28- for convenience, 11.29- for default, 11.30- fraud and misrepresentation
Renewal Clause	Article 5: shall be three years and may be renewed for two additional one-year periods
Insurance	City standard
Indemnification	City standard
Assignment	11.22- not without written consent
Fiscal Funding Requirement	11.66
FL. Public Records Provision (2016)	11.50
Inspector General Provision	11.32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	11.42, each party to pay own fees
E-verify	Art. 6

Business Principles:	Comments
Fees: Total Value	\$5,429,106.00
Fees: Per Fiscal Year	Year 1: \$851,750.00, 2: \$877,761.00, \$904,490.00, \$932,238.00, \$958,467.00

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Procured via City's RFP 2022-038

Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

Form version 5, March, 2018

RESOLUTION NO. 57-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ONE PARKING, LLC PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2022-038 FOR COMPREHENSIVE PARKING MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services and products in accordance with its Charter; and

WHEREAS, the City requires Comprehensive Parking Management services; and

WHEREAS, the City issued Request For Proposal (RFP) 2022-038 to obtain vendors for comprehensive management services; and

WHEREAS, following presentations of prospective of Contractors, the Selection Committee provided One Parking, LLC with the highest ranking; and

WHEREAS, pursuant to RFP 2022-038, the City desires to enter into an Service agreement with One Parking, LLC for said services; and

WHEREAS, the City Commission deems approval of this resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

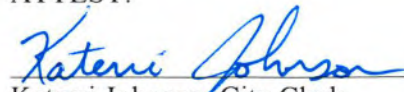
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and One Parking, LLC, which is attached to this Resolution as Exhibit "A".

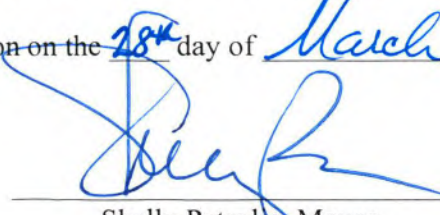
Section 3. The City Commission authorizes the City Manager to execute any amendments thereto and take any other actions necessary to effectuate this Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

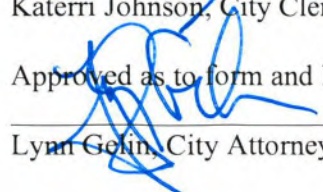
PASSED AND ADOPTED in regular session on the 28th day of March, 2023.

ATTEST:


Katerri Johnson, City Clerk


Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Gelin, City Attorney



Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2023-68: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR PUBLIC INFORMATION OFFICER SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Explanation: In March 2022, when our Town's Public Information Officer retired, we contracted with Conceptual Communications to provide public information services. The Conceptual Communications team has successfully expanded our public information toolbox to help us reach and engage with more of our residents, businesses, and stakeholders. They have also provided reliable on-call crisis communications support, handled all media inquiries with precision, and have helped us seamlessly solicit feedback from our residents and business owners.

Last year, the Conceptual Communications team operated under two separate contracts, one for marketing services and one for public information services. The marketing services contract expired in August 2023. The current PIO contract is valid through March 2025. Conceptual provides the Town with excellent service and technical continuity, whereas a new vendor could disrupt data and technical systems currently in place. In the spirit of transparency and clarity, staff is recommending that we amend our current public information services contract with Conceptual Communications to house all our public communications needs. The three-year contract with one optional two-year renewal term is all encompassing; operating under one contract will simplify our administrative and accounts payable processes.

Staff is proposing that the following tasks be performed by Conceptual Communications in FY 2023-2024 (collectively, the "Services"):

- Maintain our crisis communication plan and implement it as-needed
- Manage the Town's media relations and respond to all media requests (TV, print, digital)
- Distribute commission meeting recap and weekly update eblasts to residents and businesses

- Develop the quarterly town topics newsletter
- Manage and maintain the town's websites
- Ensure all Town communications are ADA Compliant
- Manage the Town's six social media accounts and provide content for Channel 78
- Provide support for special activities, events, and programs
- Create public surveys, manage, and report on public input opportunities
- Assist Town staff with creating artwork and collateral as-needed
- Develop educational videos with Town leaders to keep town stakeholders informed
- Quantitatively report on all public information efforts
- Assist with adjusting the Town's communications and community outreach strategies

Recommendation: Approval of Resolution 2023- 68 approving an agreement with Conceptual Communications services.

Exhibits:

1. Resolution 2023-68 First Amendment to Conceptual Communications Agreement

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3 **A RESOLUTION OF THE TOWN COMMISSION OF THE**
4 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,**
5 **APPROVING A FIRST AMENDMENT TO THE SERVICES**
6 **AGREEMENT WITH CONCEPTUAL COMMUNICATIONS,**
7 **LLC FOR PUBLIC INFORMATION OFFICER SERVICES;**
8 **AUTHORIZING THE TOWN MANAGER TO EXECUTE**
9 **THE FIRST AMENDMENT; AND PROVIDING FOR AN**
10 **EFFECTIVE DATE.**

2 **WHEREAS**, the Public Information Officer (“PIO”) for the Town of Lauderdale-By-The-
3 Sea (the “Town”) retired in February 2022; and

4 **WHEREAS**, the PIO position included being the contact for media inquiries, monitoring
5 the Town's website, preparing the Town's Town Topics newsletter, and audio visual and IT
6 coordination services; and

7 **WHEREAS**, pursuant to Resolution No. 2022-19, the Town entered into a Services
8 Agreement with Conceptual Communications, LLC (“Conceptual Communications”) dated March
9 22, 2022 (the “Agreement”), for the provision of public information officer services that were
10 previously assigned to the PIO; and

21 **WHEREAS**, the Town entered into a separate agreement with Conceptual
22 Communications for marketing services, which contract expired in August 2023; and

23 **WHEREAS**, Staff is proposing to amend the services performed by Conceptual
24 Communications to include all PIO needs, including marketing services, in fiscal year 2023-2024
25 (the “2024 Amended Scope of Services”) ; and

26 **WHEREAS**, Conceptual Communications has provided the Town with a proposal in an
27 amount of \$139,866 for the 2024 Amended Scope of Services; and

28 **WHEREAS**, the Town Commission desires to approve a First Amendment to the Services
29 Agreement with Conceptual Communications, attached hereto as Exhibit “A”, for the 2024

Amended Scope of Services (the “First Amendment”) in a total amount not to exceed \$139,866;
and

WHEREAS, Section IV.D. of the Town's Purchasing Manual exempts professional services from competitive solicitation requirements; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the First Amendment with Conceptual Communications.

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

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

Section 2. Competitive Solicitation Exempt. The Town Commission finds the First Amendment to be in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services.

Section 3. First Amendment Approved. The First Amendment with Conceptual Communications for the 2024 Amended Scope of Services, attached hereto as Exhibit “A,” is hereby approved.

Section 4. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the First Amendment with Conceptual Communications, in a total amount of \$139,866, together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

Section 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of December, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**FIRST AMENDMENT TO
THE SERVICES AGREEMENT
BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA
AND
CONCEPTUAL COMMUNICATIONS, LLC**

THIS FIRST AMENDMENT to the Services Agreement (the “First Amendment”) is entered into as of the ___ day of December 2023 (the “Effective Date”), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (the “Town”) and **CONCEPTUAL COMMUNICATIONS, LLC**, a Florida limited liability company (the “Contractor”).

WHEREAS, on March 22, 2022, the Town and Contractor entered into a Services Agreement (the “Agreement”) for the provision of public information officer (“PIO”) services (the “Services”); and

WHEREAS, thereafter, the Town entered into a separate agreement with the Contractor for marketing services, which contract expired in August 2023; and

WHEREAS, the Town wishes to amend the services performed by the Contractor to include all PIO needs, including marketing services, in fiscal year 2023-2024 (the “Amended Services”); and

WHEREAS, the Contractor submitted a proposal for the Amended Services, which includes a fee schedule outlining the tasks to be performed in fiscal year 2023-2024, attached hereto as Exhibit “1” (the “2023 Amended Scope of Services”); and

WHEREAS, the Town and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Town and Contractor agree as follows:

A. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

B. **Amendment of Paragraph 1 of the Agreement.** Paragraph 1 of the Agreement is deleted in its entirety and replaced as follows:

1. **Services.** Contractor, as an independent contractor, at its own cost and expense, shall provide the Amended Services set forth in the 2023 Amended Scope of Services attached hereto as **Exhibit 1** and incorporated herein by reference.

C. **Amendment of Paragraph 4 of the Agreement.** Paragraph 4 of the Agreement is deleted in its entirety and replaced as follows:

4. **Compensation.** Compensation hereunder shall be paid to Contractor as provided in the 2023 Amended Scope of Services, attached hereto as **Exhibit 1**, in a total amount not to exceed \$139,866 in any one fiscal year. Contractor shall invoice the Town at the end of each month based on the percentage of completion of the Services. The Town shall pay the Contractor in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

D. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

E. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

F. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

G. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-By-The-Sea, signing by and through its Town Manager, authorized to execute same, and by the duly authorized representative of the Contractor, to execute same.

TOWN:

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

By: _____
Linda Connors, Town Manager

By: _____
Lucila Lang, Finance Director

CONTRACTOR:

CONCEPTUAL COMMUNICATIONS LLC, a Florida limited liability company.

By: _____
Name:
Title:

ATTEST:

Katrina Adler, Town Clerk

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**

Susan L. Trevarthen, Town Attorney

Exhibit A

**[2023 AMENDED SCOPE OF SERVICES
ON THE FOLLOWING PAGES]**

Conceptual Communications – Amended Scope of Services

- Maintain our crisis communication plan and implement it as-needed
- Manage the town's media relations and respond to all media requests (tv, print, digital)
- Distribute commission meeting recap and weekly update eblasts to residents and businesses
- Develop the quarterly town topics newsletter
- Manage and maintain the town's websites
- Ensure all town communications are ADA Compliant
- Manage the town's six social media accounts and provide content for Channel 78
- Provide support for special activities, events, and programs
- Create public surveys, manage, and report on public input opportunities
- Assist town staff with creating artwork and collateral as-needed
- Develop educational videos with town leaders to keep town stakeholders informed
- Quantitatively report on all public information efforts
- Assist with adjusting the town's communications and community outreach strategies



FY 2024 PIO Services Estimated Fee Schedule			
Task	Est. Hours	Rate/Hour	Est. Total Fee
Maintain the town's crisis communications plan and implement as-needed	30	\$ 175	\$ 5,250
Manage the town's media relations including requests from media (tv, print, digital) representatives	82	\$109	\$ 8,938
Distribute commission meeting recap and weekly town update eblasts to residents and businesses	180	\$109	\$ 19,620
Develop the quarterly town topics newsletter	80	\$109	\$ 8,720
Manage and maintain the town's websites and ensure ADA compliance	136	\$109	\$ 14,824
Manage the town's six social media platforms and provide content for Channel 78	360	\$109	\$ 39,240
Provide communications and planning support for special activities, events, and programs	148	\$109	\$ 16,132
Create public surveys, manage, and report on public input opportunities	40	\$109	\$ 4,360
Assist town staff with creating artwork and collateral as-needed	20	\$109	\$ 2,180
Develop educational videos with town leaders to keep town stakeholders informed	62	\$109	\$ 6,758
Quantitatively report on all public information efforts	70	\$109	\$ 7,630
Project management/strategy	46	109	\$ 5,014
Resident-focused engagement outreach			\$ 1,200
TOTAL	1,208	N/A	\$ 139,866



Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Dive into Summer 2024

Explanation: Dive Into Summer is an event that provides a family-friendly atmosphere for Lauderdale-By-The-Sea residents, neighbors, and visitors to come together, enjoy live music and celebrate the ocean side community. Last year was the inaugural year of the Town's Dive Into Summer music festival event benefiting Scuba4Good, a 501 (c) 3 charitable organization whose mission is to raise funds to make adaptive diving more accessible for any adult, child, or veteran with a disability. This event was a transition from the Bugfest event that was put on by the Town for many years.

The 2023 Dive Into Summer event was held the last weekend in July, in conjunction with the lobster mini season. This year, the Town is proposing an earlier date of Saturday, June 1, 2024 for this event with the event being held from 3:00 PM to 9:00 PM. The proposed location is El Prado Park and the El Prado parking lot.

DIVE INTO SUMMER		
DATE	ACTIVITY	TIMELINE
Friday, May 31	Tent set in El Prado Park	TBD
Saturday, June 1	Town Set Up begins:	Early Morning
	Vendor Set Up Begins:	1:00PM
	Gates Open:	3:00PM
	Band #1:	3:00PM - 3:45PM
	Band #2:	4:00 PM - 4:45 PM
	Band #3:	5:00 PM - 5:45 PM
	Band #4:	6:00 PM - 6:45 PM
	Headliner Band:	7:00 PM - 9:00 PM

Last year, one large tent was set up in El Prado parking lot to cover the food vendors. This year, the Town is planning to utilize individual tents so that the lot can reopen more quickly following the breakdown of the event.

Dive into Summer will include a lineup of live music performances, food and beverage stations, and a vendor village comprised of local artisans and coastal-centric businesses. Scuba for Good will obtain a license to sell alcohol and will retain the profits to support their philanthropic endeavors. As in keeping with last year, Scuba4Good, will also coordinate an auction that will support the organization.

Event details will be provided to the Commission when it is closer to the June 1st date.

Recommendation: Town Staff recommends approval of the 2024 Dive into Summer event and setting the date for Saturday, June 1, 2024.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Town Manager Annual Review

Explanation: The Town Manager's contract requires that a written performance evaluation be conducted annually and that the Commission meet to discuss the evaluation.

I have tabulated the scores and results of the evaluation as follows:

	Overall Scores
Mayor Vincent	4.94
Vice Mayor Malkoon	4.89
Commissioner Oldaker	4.71
Commissioner Strauss	4.30
Commissioner Pouloupoulos	4.81

The Town Manager's written list of accomplishments is attached, as are the evaluation forms of each elected official.

Recommendation: Review evaluation and determine the appropriate merit increase, if any.

Exhibits:

1. 2023 List of TM Accomplishments
2. Section 6 Performance Evaluation Town Manager Agreement
3. 2023 Evaluation Score Sheet
4. Mayor Vincent Evaluation
5. Vice Mayor Malkoon Evaluation
6. Commissioner Oldaker Evaluation
7. Commissioner Pouloupoulos Evaluation
8. Commissioner Strauss Evaluation

FY23 Town Accomplishments

- 1. Negotiating a Contract with Pompano Beach for Fire Service.** The Town entered into a contract with Pompano Beach on July 11th which was effective September 1st for fire and EMS services. The contract eliminates concerns about the sustainability of the Volunteer Fire Department, includes services such as grant writing, EOC location and was negotiated with a savings of over \$400,000.
- 2. Circuit.** The Town had a shuttle service, the Pelican Hopper, which was underutilized and fraught with breakdowns and inconsistent service. Very few people utilized the shuttle, and our ridership was consistently falling below the contract requirements. The Commission approved moving to a micro-transit option and we have been overwhelmed by the success of the service. In our second month, we had over 4,800 riders on Circuit – compared to 800 monthly riders that were previously utilizing the shuttle. It has proved popular to residents and guests alike and Fort Lauderdale has established Circuit at the Galt which has opened up LBTS to Galt residents as well.
- 3. Downtown Enhancement Project Initiated and Funded with Grant Money.** Temporary changes that the Town made to the downtown during the COVID pandemic to help businesses survive turned out to be something that the community was interested in making permanent. After several community and business meetings, a plan to expand the sidewalk and improve landscaping, lighting and signage was developed. The \$3.2 million construction started in July and will be completed in November. The project will be paid for through grant and PierPoint settlement funds.
- 4. Purchasing the Bougainvilla Property.** For years, the Town has discussed the need for a new public safety building. The Town is one step closer as the Commission approved the purchase of a 9-unit apartment complex in a key location for the construction of such building. While the Town develops plans, we are continuing to collect rent – offsetting the cost and returning expended funds back to the Parking Fund which funded the original purchase.
- 5. Initiated a More Transparent Budget Process.** In the past, the budget process started with a completed document for the Commission and public to vote up or down. The way the meetings were scheduled gave little ability for input before the initial budget was finalized. This year, two additional meetings were held so that the Commission and the public could be more involved in the development of the budget. As a result, at the meeting where the Commission sets the maximum milage rate, the Commission and community were better informed on the impact that their decisions would have.
- 6. Updating the Town's Pay Plan and Increasing Staff Salaries to Meet Market Rates.** There are so many things that make Lauderdale-By-The-Sea special, but one that is often overlooked is the incredible staff that we have working for our

residents and guests. We are a small staff that accomplishes mighty things. And one of the reasons we can accomplish so much as we do is because of the dedication and tenure that our staff has with the Town. The Commission realized this as well, and when we were in danger of losing staff because their salaries were not competitive, the Commission moved forward with increasing Public Works' front line employee salaries and then hiring a consultant to review the Town's pay plan to adjust all staff salaries to meet the market rate. This action ensured that the Town recognized the value of our fantastic employees and paid them accordingly.

- 7. Early Payment for South Ocean Parking Lot.** Last year, the Commission purchased the South Ocean parking lot and negotiated a payment plan to the owner where the parking revenue decreases as the Town's ownership increases. The property owner asked the Town to consider making an early payment that would increase the generated revenue to the Town. This early payment will ensure that we are maximizing income over the next two years when we will own the property outright and be able to keep 100% of the revenue.
- 8. Initiating a Grant Program.** Staff is working to find ways to increase the Town's revenue without requiring an increase in the Town's millage rate. To that end, we are focusing on opportunities to apply for grants and other funding sources for our various projects and programs. To date, we have been awarded a \$500,000 direct allocation from the state for our Codrington Drive drainage project, ARPA federal funding for our downtown project, and applied for a \$25,000 grant for our downtown music event, \$100,000 grant for improvements to our community center, \$50,000 for our beach portals, \$200,000 for Friedt Park improvements and \$350,000 for hazard mitigation projects. We are also requesting direct appropriations from the State to offset the cost of a new public safety facility. In addition to requesting funds, we also looked at the grants that we were receiving and made hard decisions to return money if the costs to administer the grants were not in line with the money that we received.
- 9. Contracting with CivicPlus Agenda Management system.** This year, we are continuing to focus on how we can improve internal systems so that we can more efficiently serve the Commission and the community. One of the changes that we have made is to upgrade our agenda management software to use CivicPlus. We have already been able to establish a more robust review process for the agenda and have found the system more user-friendly. In the upcoming months, I am certain that the community will find the updated software much more inviting as well.
- 10. Completing Codrington Drainage Project.** Codrington Drive residents experience significant flooding during normal rain events. This year the Town completed a drainage project to correct the current problem and prepare the street for future storm level rise. The project was \$100,000 underbudget, was completed earlier than expected and was partially funded through a direct allocation from the

state (\$511,000) and Federal grant dollars (\$440,000) with the remaining being funded from the Town's CIP.

11. Initiating Paperless System for Building Permits. The Town's building department has scores of permitting paperwork dating as far back as the 1950's stored in the back room of the Development Services Department. We have two problems with the simple storage system – 1. we are running out of space and 2. the records are not protected should there be a catastrophe. This year, we have been organizing and scanning these files and creating a space in the cloud that is easily searchable. This will be the system that we utilize to store the online building permits that are becoming a more popular option to submit for Town review. This effort is funded through building permit revenues.

SECTION 6. PERFORMANCE EVALUATION

6.1 **Performance Goals:** At the beginning of each fiscal year, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year, and may mutually agree to revise those goals and objectives during the year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing (the "Action Plan"). The Action Plan shall be reasonably attainable within the time constraints set, and adequate operating budgets or capital appropriations shall be funded to enable its accomplishment.

6.2 **Performance Review:** The Town Commission shall conduct annual performance reviews of Employee, and endeavor to complete the process by December 31 of each year, based on the criteria that were mutually agreed to at the beginning of the preceding fiscal year. Between November 30 and December 31 of each year, each Commissioner shall endeavor to meet with Employee one-on-one regarding the Performance Review. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be completed and delivered to Employee within thirty (30) days of the date of the evaluation meeting.

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

Detailed Scores

	Question Number 1 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	Commissioner Strauss
	1	5.0	5.0	5.0	4.0	4.0
	2	5.0	5.0	4.0	5.0	5.0
	3	5.0	4.0	4.0	5.0	5.0
	4	5.0	5.0	5.0	4.0	5.0
	5	5.0	4.0	4.0	4.0	5.0
	6	5.0	5.0	5.0	5.0	4.0
	7	5.0	5.0	5.0	5.0	4.0
	8	4.5	5.0	4.0	4.0	4.0
	9	4.5	4.0	5.0	4.0	5.0
Factor 1 Weighting /Average	0.10	4.89	4.67	4.56	4.44	4.56
	Question Number 2 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	Commissioner Strauss
	1	5.0	5.0	4.0	5.0	5.0
	2	5.0	5.0	5.0	5.0	4.0
	3	5.0	5.0	4.0	4.0	5.0
	4	4.5	4.0	5.0	5.0	4.0
	5	5.0	5.0	4.0	5.0	5.0
Factor 2 Weighting /Average	0.10	4.90	4.80	4.40	4.80	4.60
	Question Number 3 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	
	1	5.0	5.0	5.0	4.0	5.0
	2	5.0	5.0	5.0	5.0	4.0
	3	5.0	5.0	5.0	5.0	4.0
	4	5.0	5.0	5.0	5.0	5.0
	5	5.0	5.0	5.0	5.0	5.0
	6	5.0	5.0	5.0	5.0	5.0
Factor 3 Weighting /Average	0.10	5.00	5.00	5.00	4.83	4.67
	Question Number 4 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	Commissioner Strauss
	1	5.0	5.0	5.0	4.0	4.0
	2	5.0	5.0	5.0	5.0	5.0
	3	4.5	4.0	4.0	4.0	5.0
	4	4.5	5.0	5.0	4.0	4.0
	5	4.8	5.0	4.0	4.0	5.0
	6	4.4	5.0	3.0	4.0	4.0
	7	5.0	4.0	5.0	5.0	5.0
	8	4.3	5.0	4.0	4.0	4.0
	9	4.8	4.0	4.0	5.0	5.0
Factor 4 Weighting /Average	0.10	4.70	4.67	4.33	4.33	4.56
	Question Number 5 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	Commissioner Strauss
	1	4.7	4.0	3.0	4.0	4.0
	2	5.0	5.0	3.0	5.0	5.0
	3	5.0	5.0	5.0	5.0	4.0
	4	5.0	5.0	3.0	5.0	5.0
	5	5.0	5.0	5.0	5.0	5.0
Factor 5 Weighting /Average	0.10	4.94	4.80	3.80	4.80	4.60
	Question Number 6 Factor Weighting	Mayor Vincent	Vice-Mayor Malkoon	Commissioner Oldaker	Commissioner Pouloupoulos	Commissioner Strauss
Factor 6 Weighting /Average	0.5	5.00	5.00	5.00	5.00	4.00

Weighted Scores

Factor 1	0.49	0.47	0.46	0.44	0.46
Factor 2	0.49	0.48	0.44	0.48	0.46
Factor 3	0.50	0.50	0.50	0.48	0.47
Factor 4	0.47	0.47	0.43	0.43	0.46
Factor 5	0.49	0.48	0.38	0.48	0.46
Factor 6	2.50	2.50	2.50	2.50	2.00
Weighted Average	4.94	4.89	4.71	4.81	4.30

Overall Average

4.73



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

***Evaluator Name: Chris Vincent
Title: Mayor***

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

<i>Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
1.1 Keeps the Commission informed in an appropriate and timely manner about matters critical to the Commission’s policy making role?	5	
1.2 Provides information on an equal basis to all Commission members?	5	
1.3 Anticipates and follows up promptly on Commission requests for information or action without having to be reminded?	5	
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	
1.5 Reports departmental and staff activities to the Commission in an appropriate and timely manner?	5	
1.6 Advises the Commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5	
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

1.8 Considers all available alternatives before making recommendations to the Commission?	4.5	
1.9 Anticipates, plans, and prioritizes future needs and programs recognizing the potential problems confronting the Town?	4.5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	
2.4 Applies for grants and administers grants received effectively?	4.5	
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

<i>Factor 3: Personnel Management (10% of Overall Score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
3.1 Makes sound personnel selection decisions and policies?	5	
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	5	
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	5	
3.4 Takes disciplinary action when appropriate?	5	
3.5 Emphasizes exemplary performance?	5	
3.6 Treats all Town Personnel in a fair and equitable manner?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

<i>Factor 4: Managing The Organization (10% of Overall Score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	5	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and is satisfactory to the Commission?	5	
4.3 Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4.5	
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4.5	
4.5 Communicates effectively, clearly, easily and to the point?	4.8	



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4.4	
4.7 Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and provides a role model for personnel?	5	
4.8 Accepts new ideas and suggestions for change?	4.3	
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4.8	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

<i>Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4.7	
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

**The Summary will be completed by the Town Clerk and be returned to
Commissioner for final review)**

Summary

FACTOR 1: Relations with Commission _____
FACTOR 2: Fiscal Management _____
FACTOR 3: Personnel Management _____
FACTOR 4: Management of Organization _____
FACTOR 5: Relations with the Public _____
FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: 

Date: 12/14/2023



**Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager**

Evaluation Period: October 1, 2022 to September 30, 2023

Evaluator Name: *Edmund Malkoon*
Title: *Vice Mayor*

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keeps the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	5	
1.2 Provides information on an equal basis to all Commission members?	5	
1.3 Anticipates and follows up promptly on Commission requests for information or action without having to be reminded?	4	
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	
1.5 Reports departmental and staff activities to the Commission in an appropriate and timely manner?	4	
1.6 Advises the Commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5	
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

1.8 Considers all available alternatives before making recommendations to the Commission?	5	
1.9 Anticipates, plans, and prioritizes future needs and programs recognizing the potential problems confronting the Town?	4	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	
2.4 Applies for grants and administers grants received effectively?	4	
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	S	
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	S	
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	S	
3.4 Takes disciplinary action when appropriate?	S	
3.5 Emphasizes exemplary performance?	S	
3.6 Treats all Town Personnel in a fair and equitable manner?	S	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	S	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and is satisfactory to the Commission?	S	
4.3 Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4	
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	S	
4.5 Communicates effectively, clearly, easily and to the point?	S	



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	5	
4.7 Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and provides a role model for personnel?	4	
4.8 Accepts new ideas and suggestions for change?	5	
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4	
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:

Downtown Renovation, Fire/EMS Transition



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

**The Summary will be completed by the Town Clerk and be returned to
Commissioner for final review)**

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature:

Date: 12/5/23



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Evaluator Name: **Buz Oldaker**
Title: **Commissioner**

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keeps the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	5	Click here to enter text.
1.2 Provides information on an equal basis to all Commission members?	4	<i>I can't speak for the entire Commission, but I personally feel others have at times been more informed than I have.</i>
1.3 Anticipates and follows up promptly on Commission requests for information or action without having to be reminded?	4	<i>I cannot answer for the entire commission, but I do not always get prompt responses to inquiries.</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	Click here to enter text.
1.5 Reports departmental and staff activities to the Commission in an appropriate and timely manner?	4	<i>I think there is a little room for improvement on this item i.e. attendance to conferences, special meetings or presentations.</i>
1.6 Advises the Commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5	<i>I think the Commission is provided up to date information given all our resources.</i>
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

1.8 Considers all available alternatives before making recommendations to the Commission?	4	<i>At times, I think there is some push back that limits alternatives.</i>
1.9 Anticipates, plans, and prioritizes future needs and programs recognizing the potential problems confronting the Town?	5	<i>I think there is a good proactive approach to the town's problems.</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

<i>Factor 2: Fiscal Management (10% of Overall Score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	4	<i>Overall the budget process has improved tremendously and credit has been given, but there are some areas that still need improvement.</i>
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	<i>Overall there has been good control of use of town resources.</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	4	<i>Being of a financial background, there is always room for improvement and some areas need more transparency and greater detail.</i>
2.4 Applies for grants and administers grants received effectively?	5	Click here to enter text.
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	4	<i>Most cases this is addressed positively.</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	Staffing choices have proven quite effective overall.
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	5	Click here to enter text.
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	5	Click here to enter text.
3.4 Takes disciplinary action when appropriate?	5	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	5	Click here to enter text.
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and is satisfactory to the Commission?	5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4	Technology advances tend to take too long to implement i.e. Jarvis Hall
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	5	Click here to enter text.
4.5 Communicates effectively, clearly, easily and to the point?	4	In most cases, but some areas need more attention.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	3	<i>More attention needs to be given to interaction with the various neighborhoods and downtown.</i>
4.7 Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and provides a role model for personnel?	5	<i>Teamwork is quite evident.</i>
4.8 Accepts new ideas and suggestions for change?	4	<i>Tends to be pushback in many instances.</i>
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	4	<i>Tends to be pushback in many areas and relies, upon occasion, to the status quo. Sometimes issues need some out of the box solutions.</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	3	<i>Have relied on feedback from residents and businesses.</i>
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	3	<i>Have relied on feedback from the residents and businesses.</i>
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	Click here to enter text.
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	3	<i>Sometimes the Commission's participation is not clearly addressed or recognized.</i>
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	<i>As far as I know, feedback from other municipal entities has been positive.</i>
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Weighted Score (=Average Score x 10)		
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Factor 6: Achievement of Stated Goals (50% of overall score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
6.1 Achievement of Stated Goals	5	Click here to enter text.
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
Weighted Score (=Average Score x 50)		

List any other issues or achievements you feel should be noted:

Overall, great improvements have been made regarding the budget process, staffing and the the overall direction of the Town.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: 12 / 7 / 23



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

***Evaluator Name: Theo Pouloupoulos
Title: Commissioner***

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

<i>Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
1.1 Keeps the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4	
1.2 Provides information on an equal basis to all Commission members?	5	
1.3 Anticipates and follows up promptly on Commission requests for information or action without having to be reminded?	5	
1.4 Available to the Commission on official business either personally or through designated subordinates?	4	
1.5 Reports departmental and staff activities to the Commission in an appropriate and timely manner?	4	
1.6 Advises the Commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	5	
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	5	



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

1.8 Considers all available alternatives before making recommendations to the Commission?	4	
1.9 Anticipates, plans, and prioritizes future needs and programs recognizing the potential problems confronting the Town?	4	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	5	
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	4	
2.4 Applies for grants and administers grants received effectively?	5	
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	4	
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	5	
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	5	
3.4 Takes disciplinary action when appropriate?	5	
3.5 Emphasizes exemplary performance?	5	
3.6 Treats all Town Personnel in a fair and equitable manner?	5	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and is satisfactory to the Commission?	5	
4.3 Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods?	4	
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	
4.5 Communicates effectively, clearly, easily and to the point?	4	



Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	
4.7 Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and provides a role model for personnel?	5	
4.8 Accepts new ideas and suggestions for change?	4	
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		

Factor 5: Relations with the Public/Other Gov'ts <i>(10% of Overall Score)</i>	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4	
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	5	
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 10)</i>		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	5	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

**The Summary will be completed by the Town Clerk and be returned to
Commissioner for final review)**

Summary

FACTOR 1: Relations with Commission _____
FACTOR 2: Fiscal Management _____
FACTOR 3: Personnel Management _____
FACTOR 4: Management of Organization _____
FACTOR 5: Relations with the Public _____
FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: _____

Date: 12 / 5 / 23



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Evaluator Name: **Randy Strauss**
Title: **Commissioner**

Definition of Performance Ratings

<u>1</u> – Far below expectations	<u>2</u> – Needs Improvement
<u>3</u> – Satisfactory	<u>4</u> – More than satisfactory
<u>5</u> – Exceeds	<u>N/A</u> – Not applicable or too soon to rate.

Factor 1: Relations with Governing Body, Providing Information (10% of Evaluation Points)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
1.1 Keep the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role?	4	<i>Has continued to make improvements and has provided backup and history on critical matters</i>
1.2 Provide information on an equal basis to all Commission members?	5	<i>As seen through our town meeting discussions</i>
1.3 Anticipate and follow up promptly on Commission requests for information or action without having to be reminded?	5	<i>follow-up has been responsive without need of prompting</i>
1.4 Available to the Commission on official business either personally or through designated subordinates?	5	Click here to enter text.
1.5 Report departmental and staff activities to the Commission in an appropriate and timely manner?	5	Click here to enter text.
1.6 Advise the commission of relevant legislation and developments in the area of public policy affecting the Town of Lauderdale-By-The-Sea?	4	<i>Mostly through Town Counsel</i>
1.7 Has a comprehensive understanding of the problems and issues existing in the Town of Lauderdale-By-The-Sea?	4	<i>Has been responsive and shown balance between, Town's residents, commercial concern and Town's objectives</i>



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

1.8 Consider all available alternatives before making recommendations to the Commission?	4	<i>Give balance weight towards objective consideration on available alternatives-think out of the box</i>
1.9 Anticipate, plan, and prioritize future needs and programs recognizing the potential problems confronting the Town?	5	
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 2: Fiscal Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
2.1 Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Commission in its decision-making role?	5	
2.2 Controls operational and capital costs through adequate budgetary and financial controls and the judicious/economical utilization of manpower, material and equipment?	4	<i>Has been fiscally economical, given the budget provided with also keeping future needs in mind</i>
2.3 Provides the Commission with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Commission?	5	Click here to enter text.
2.4 Applies for grants and administers grants received effectively?	4	<i>Would like to see strong continued efforts towards proactively seeking grants/new money</i>
2.5 Recommends ways to save money or increase efficiency in delivery of Town Services?	5	<i>Creative cost cutting</i>
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

Factor 3: Personnel Management (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
3.1 Makes sound personnel selection decisions and policies?	5	<i>Taps the creative potential of staff</i>
3.2 Motivates personnel through leadership and training so that they are effective in the performance of their duties, in achieving common goals and objectives.	4	<i>I believe staff is enthusiastic in meeting their goals</i>
3.3 Nurtures an attitude of courtesy, helpfulness and sensitivity to the public among Town employees?	4	<i>improved over second year, with need to continue personal citizen and commercial outreach</i>
3.4 Takes disciplinary action when appropriate?	5	Click here to enter text.
3.5 Emphasizes exemplary performance?	5	Click here to enter text.
3.6 Treats all Town Personnel in a fair and equitable manner?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 4: Managing The Organization (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
4.1 Executes the policies adopted by the Commission in a timely and appropriate fashion?	4	
4.2 Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Commission?	5	Click here to enter text.
4.3 Analyzes organizational problems or issues and identify causes, reasons, implications, and solutions employing all available technologies, systems and methods?	5	Click here to enter text.
4.4 Executes the short and long-term goals and objectives set forth in the Town's Mission Statement in a timely and effective manner?	4	<i>Always like to see more long term goal discussion and mission statement analysis</i>
4.5 Communicates effective, clearly, easily and to the point?	5	Click here to enter text.



Town of Lauderdale-By-The-Sea Evaluation of the Town Manager

Evaluation Period: October 1, 2022 to September 30, 2023

4.6 Demonstrates sensitivity to the opinions and concerns of others in and outside the organization?	4	Look for continued communication with citizens and commercial concerns
4.7 Emphasize the importance of teamwork and leadership in his/her relationship with the organization, and provide a role model for personnel?	5	Click here to enter text.
4.8 Accepts new ideas and suggestions for change?	4	Better balance of acceptance with implementation of ideas
4.9 Adapts to and deals effectively with unanticipated conditions and situations?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		

Factor 5: Relations with the Public/Other Gov'ts (10% of Overall Score)	RATINGS	SUPPORTIVE DETAIL OR COMMENT
5.1 Handles disputes or complaints involving citizens in an effective, equitable, and timely manner?	4	
5.2 Makes him/herself available and visible to the citizens of the Town in an appropriate manner?	5	Has been very present
5.3 Presents Commission policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively?	4	Has improved over 2nd year with better communication through in person meetings and availability
5.4 Directs sufficient public credit to the Commission in its role as the governing body?	5	Click here to enter text.
5.5 Deals effectively with other government agencies at all levels in representing the Town of Lauderdale-By-The-Sea?	5	Click here to enter text.
Average Score for Topic (will be calculated by Town Clerk)		
Weighted Score (=Average Score x 10)		



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

<i>Factor 6: Achievement of Stated Goals (50% of overall score)</i>	<i>RATINGS</i>	<i>SUPPORTIVE DETAIL OR COMMENT</i>
6.1 Achievement of Stated Goals	4	
<i>Average Score for Topic (will be calculated by Town Clerk)</i>		
<i>Weighted Score (=Average Score x 50)</i>		

List any other issues or achievements you feel should be noted:

Click here to enter text.



***Town of Lauderdale-By-The-Sea
Evaluation of the Town Manager***

Evaluation Period: October 1, 2022 to September 30, 2023

The Summary will be completed by the Town Clerk and be returned to Commissioner for final review)

Summary

FACTOR 1: Relations with Commission _____

FACTOR 2: Fiscal Management _____

FACTOR 3: Personnel Management _____

FACTOR 4: Management of Organization _____

FACTOR 5: Relations with the Public _____

FACTOR 6: Goals Achievement _____

OVERALL WEIGHTED RATING: _____

Evaluator's Signature: /s/Randolph Strauss

Date: 12 / 08 / 2023



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: December 12, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title: Case Number 2023-L2-AA-03: Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements And Review Procedures,” Division 4 “Adjustments To The Code – Procedures And Requirements,” Section 30-128 “Administrative adjustments” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Level 2 Administrative Adjustment to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

Explanation: This application (**Exhibit 1**) is a request for a Level 2 Administrative Adjustment to permit an encroachment into the required front setback. The Applicant proposes to construct a 1.7 foot extension to the existing garage on the Property.

Diagram 1-Existing property



The property includes a single-family residence on an approximately 0.26-acre parcel of land. The Property is zoned RS-5 and has a future land use classification of Low (5) Residential.

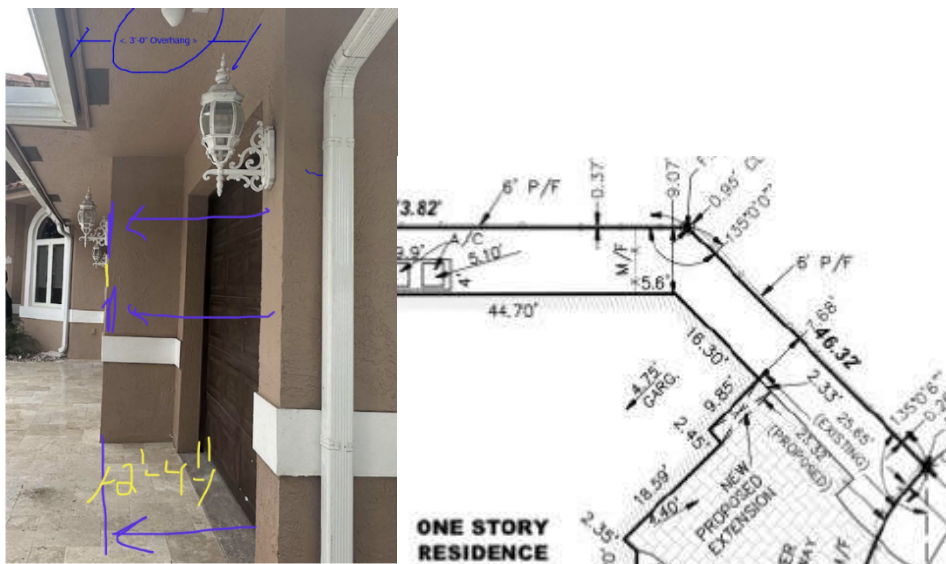
The Applicant applied for a Level 2 Administrative Adjustment to allow an encroachment of 1.7 feet into the front setback to facilitate the construction of an extension to an existing garage

and two (2) new additions to the existing dwelling. Diagram 2 illustrates the designated area for the proposed additions, while the site plan highlights the specific location where a Level 2 Administrative Adjustment is needed.

The Property is a developed parcel of land located within the RS-5 zoning district (**Exhibit 3**). The property is 11,226 SF (.26 acres) in size and includes a single-family home which was constructed in the mid 1990s. The Applicant recently obtained a variance (2023-V-01) to construct a gate and fence within the Property's front setback. The current proposal involves constructing an addition to the northern of the two garages on the Property so that the Applicant's new vehicle can fit within the garage.

Diagram 2 provides a visual representation of the proposed additions. Section 30-212(c)(1) of the Town Code requires a front setback of twenty-five (25) feet. Currently, the west side of the Property has a front setback of 25.65 feet. The encroachment of 2.33 feet will reduce the front setback to 23.32 feet for a total encroachment of 1.68 feet. For administrative adjustments, the Code permits an encroachment of up to thirty percent (30%) of the required setback, or a maximum of 7.5 feet.

Diagram 2 -Proposed Addition



The Planning and Zoning Board reviewed the application at its December 4, 2023 **(Exhibit 2)** meeting and voted to recommend **APPROVAL** of the request with the following conditions:

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the Building Permit approved for the subject property.

Staff sent the required notices to the surrounding public as required per the Town Code **(Exhibit 3)**. The property was properly posted, and the notice was placed on the Town's website. To date, no correspondence has been received in favor of or against the administrative request.

Recommendation: Staff recommends Town Commission approval of the application as proposed.

Exhibits:

1. 2023-L2-AA-03 291 Imperial Application and Plans
2. Planning and Zoning Board Meeting -12-4-23 Agenda Packet
3. Public Notice
4. Development Order

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



Exhibit 1

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: _____

BTR #: _____

Date Application Submitted: _____

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Edward Maslanka One Car Garage Renovation

Code Section from which Administrative Adjustment is sought: 30-128

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit ([See Fee Schedule](#))
- A description of the request
- Two (2) current surveys, signed and sealed.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

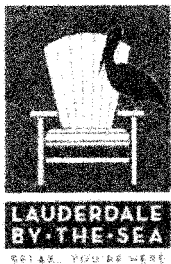
Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



TABLE OF CONTENTS AND ATTACHMENTS

- **ADMINISTRATIVE ADJUSTMENT LEVEL 2 APPLICATION**
- **SIGNED AND NOTARIZED APPLICATION**
- **SIGN APPLICANT LETTER JOHN DAUGHERTY ACTING AS AGENT FOR APPLICANT**
- **BCPA PROPERTY INFORMATION**
- **APPLICANT INTRO LETTER**
- **APPLICANTS RESPONSES TO SECTION C. "CRITERIA"**
- **BUILDING DEPART PERMIT APPLICATION COMMENTS (SEE #3 ZONING)**
- **ELEVATION PICTURES AND OVERHANG INFORMATION PROPOSED RENOVATION**
- **SURVEY WITH FINISH FLOOR ELEVATION AND EXISTING SETBACK**
- **SECOND SURVEY SHOWING NEW SETBACK WITH ONE CAR GARAGE RENOVATION**
- **SIGN AND SEALED PLANS**

CGC056966
info@gdpmcs.com
call / text (954) 338-8730



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Administrative Adjustment

PROPERTY/APPLICANT INFORMATION

Date: 12 October 2023

Permit Number Assigned: LBS23-014695

Property Address: 291 Imperial Lane

Legal Description: Lot 21 Block 1 Folio 4943 18 04 0240

Subdivision LAUDERDALE SURF & YACHT ESTATES 22-46 B

Zoning District: RS-5

Property Owner's Name: EDWARD MASLANKA

Address: 291 Imperial Lane, Lauderdale By The Sea, FL. 33308

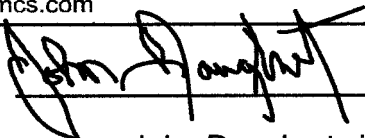
Phone #: +1 (954) 701-3931 Fax

Email address: Emasl28341@aol.com

Owner/Applicant's Name: John N. Daugherty

Phone #: +1 (954) 338-8730 Fax

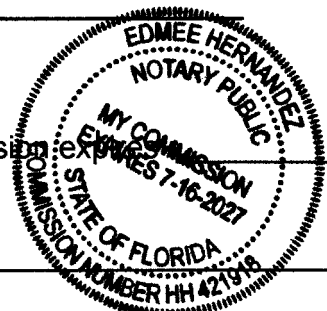
Email address: John.D@gdpmcs.com

Signature of Applicant/Owner: 

Print Name of Applicant/Owner: ☐ John Daugherty i

State of: Florida County: Miami-Dade

Notary: Edmee Hernandez  My Commission expires 7-16-2027



Personally Known: ✓ ID:

*Letter required from Owner(s) if represented by Agent.

ADMINISTRATIVE ADJUSTMENT PROCEDURES OR STANDARDS

Code Section from which Administrative Adjustment is sought: _____

Description of your request: Move one car garage door front wall forward 2'-4" towards
the front property line.

On a separate page, describe how your administrative adjustment request meets the criteria for administrative adjustment approval: (Refer to Section 30-128 of the Town Code, which is attached for your reference).

Attach additional pages if necessary

Supply copies of the following:

Two (2) sealed surveys of the entire property, completed within sixty (60) days of the date this application is filed. The survey must clearly identify and indicate distances between all structures, property lines, setbacks, easements, and adjacent rights of way. If the adjustment is for an existing structure, the survey should clearly indicate the area in which the administrative adjustment is necessary.

Two (2) copies of a Site Plan under Seal of a Florida licensed Architect or Engineer, which clearly depicts the proposed improvements, which necessitates the adjustment in relation to the above-delineated elements for survey. For single-family and duplex properties the site plan drawn to scale, which depict the proposed improvements, which necessitates the adjustment, does not need to be sealed. The site plan is not necessary for adjustments requested for existing buildings.

To be completed by Town

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Board of Adjustment meeting date: _____

Town Commission meeting date: _____

Zoning Code Administrative Adjustment Fee Amount:

Level 1	\$150.00
Level 2	\$350.00
Appeal of Level 1	\$200.00
Deposit for consultant	\$500.00

Town Off-Site Consultant (if applicable)

NOTE: The Town Code provides for cost recovery of outside consultants, legal advertising costs, direct mail notice costs, etc. and depending on the scale of the project, additional fees may be incurred. Therefore, the above fees reflect a \$500 deposit for third party fees. Any unused portion of the \$500 deposit will be refunded to the Applicant.

Sec. 30-128. - Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-Century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following Table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that may be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks for existing structures with no setback changes	n/a	30% or 5 feet, whichever is less
All other setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking Standards	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All Other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(d) *Level 2 Administrative Adjustments.*

- (1) *Review of Adjustment of Parking.* An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of Adjustment of Building Standards.*
 - a. A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(e) *Criteria for Approval.*

- (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:
 - a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014)

Edward Maslanka
291 Imperial Lane
Lauderdale By The Sea, FL. 33308

Ms. Susan Leven
Zoning Department
4501 North Ocean Drive
Lauderdale By The Sea FL 33308

12 October 2023

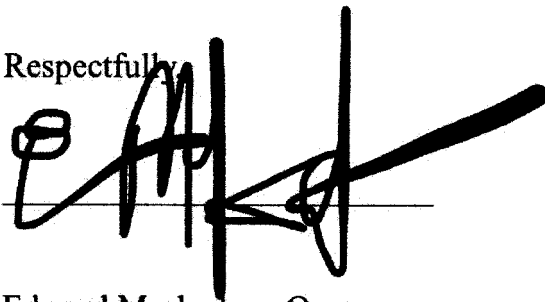
RE: Administrative Level 2 Representative/Agent
291 Imperial Lane, LBS 33308

Dear Ms. Leven,

Mr. John Daugherty will be representing my interest as my agent
for Administrative Level 2 Variance.
John operates and qualifies Generation Development LLC., who
I have contracted for the project.

Please feel free to call or e-mail me with any additional
questions. My cell number is (954) 701-3931 and my e-mail is
Emas128341@aol.com

Respectfully,

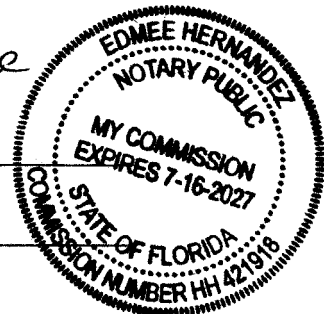


Edward Maslanka – Owner

State of Florida County of Miami Dade

Notary Edmee Hernandez Commission Expires _____

Personally Known ☒ ID _____





IMPORTANT:

If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
If you are looking to purchase this property and are not using portability to transfer any capped savings, please use our **Tax Estimator** to determine a more likely estimate of your new amount.
If you own this home and want to purchase a new home in Florida, try our **Portability Estimator** to see how portability and the additional homestead exemption can help you.
If you own a home in Florida, and want to see how much portability will save you, try our **Portability Estimator**.

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[PHOTOGRAPHS](#)

[BCPA HOME](#)

[Click here to display your 2023 TRIM Notice.](#)

Site Address	291 IMPERIAL LANE, LAUDERDALE BY THE SEA FL 33308	ID #	4943 18 04 0240
Property Owner	MASLANKA, EDWARD EDWARD MASLANKA LIV TR	Millage	0211
Mailing Address	291 IMPERIAL LN LAUDERDALE BY THE SEA FL 33308	Use	01-01
Abbreviated Legal Description	LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 21 BLK 1		
Owner Alert	If you are the owner of this property, protect your property from scams or fraud by subscribing to BCPA's free Owner Alert Notification service. Please click here to subscribe.		

The just values displayed below were set in compliance with [Sec. 193.011, Fla. Stat.](#), and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).



IT'S IMPORTANT THAT YOU KNOW:

The 2024 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values

[Click here to see 2023 Exemptions and Taxable Values as reflected on the Nov. 1, 2023 tax bill.](#)

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$666,820	\$3,737,550	\$4,404,370	\$1,594,550	
2023	\$666,820	\$3,737,550	\$4,404,370	\$1,594,550	
2022	\$666,820	\$1,557,600	\$2,224,420	\$1,548,110	\$147.37

2024 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$4,404,370	\$4,404,370	\$4,404,370	\$4,404,370
Portability	0	0	0	0
Assessed/SOH 13	\$1,594,550	\$1,594,550	\$1,594,550	\$1,594,550
Homestead 100%	YES	YES	YES	YES
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 03	\$1,594,550	\$1,594,550	\$1,594,550	\$1,594,550
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
12/20/2012	WD-Q	\$1,500,000	49366 / 1399
8/26/2008	QCD-T	\$100	45670 / 352
2/7/2003	WD	\$1,500,000	34552 / 901
10/30/2002	WD	\$750,000	34043 / 363
4/28/1998	WD	\$1,150,000	28191 / 15

Land Calculations

Price	Factor	Type
\$59.40	11,226	SF
Adj. Bldg. S.F. (Card, Sketch)		3859
Units/Beds/Baths		1/3/3
Eff./Act. Year Built: 1996/1995		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
02						LB		
R								
1						1		

If you see a factual error on this page, please [click here](#) to notify us.

Applicants Introduction

Subject Property Address

291 Imperial Lane, Lauderdale By The Sea, FL. 33308

Building Permit Application LBS23-014695

Mr. Edward Maslanka's (Applicant) Administrative Adjustment Level 2 Application follows requirements defined in SECTION C: CRITERIAL FOR APPROVAL 30-128 Administrative Adjustment Code.

We have attached Applicants comments to the below criteria and explain to the best of our ability how the proposed minor renovation to the one car Garage Wall and its impact to the front property line setback meets the criteria.

The minor adjustment to the one car garage meets the Administrative Level 2 Threshold, the overall new setback will only encroach 6.7% or 1'-8" into front property setback, which is less than the minimum Administrative Adjustment Level 2 Threshold Requirements as defined in 30-128.(b). Those limits state the Threshold Encroachment shall be either 30% or 5 feet whichever is less into front property line. We have attached a recent survey showing existing setback and the new site survey showing both existing and proposed setback after one car garage is renovated. The existing setback is 25.65', the proposed new setback will be 23.32'

Applicant has attached plans originally submitted to Building Department: "LBS23-014695" for your review.

Applicant photographs of front elevation from Broward County Property Appraiser and Generation Development LLC staff that shows in detail area of renovation. The existing Roof Eave overhang that will not be changed, the new wall with the one car garage door will still be located under the existing overhang eave. We believe you will agree that we do not alter or take away or hinder neighbors or RS-5 Zoning intentions with moving the one car garage wall forward 2'-4". The one car garage is 8' wide, the wall that door is 10'-0" wide and except for being moved forward will have the same look.

Subject Property Address

291 Imperial Lane, Lauderdale By The Sea, FL. 33308

Building Permit Application LBS23-014695

Section C. Administrative Adjustment Criteria City Statute 30-128

(c) Review Level 1 Administrative Adjustment

Applicant Response- This application is Level 2 Administrative Adjustment, applicant therefore as no comment.

(d) Level 2 Administrative Adjustment

An application for a Level 2 Administrative Adjustment for parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.

Applicant Comment-This application does not affect RS-5 Parking and is not applicable to this review. Due to their being no existing parking being removed from the existing driveway outside of the roof eave area at one car garage, no parking shall be removed or added.

Review of adjustment of building standards. A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

Applicants Comment- Evaluator's- Please note that Building footprint moves forward at the one garage door section on north corner of front of home.

(e) Criteria for approval

(1) Building standards. An Administrative Adjustment to building standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met.

Applicant's Response- We address below how applicant meets Administrative Adjustment Threshold Level 2.

Applicants Responses

Applicant's list below Administrative Adjustments as Part of Section C of Application that we consider meets below Threshold Table.

- a. Does not increase density.

Applicants Response The Administrative Adjustment does not result in an increase in allowable density.

- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.

Applicant Response - Building height is not effected in this request, there is no roofing construction.

- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.

Applicant Response - The property in question is at the end of Imperial Lane which is a Cul-De-Sac. Previously the owner was granted an Administrative Adjustment for a new driveway gate that was installed. This Adjustment moves the North side one car garage forward by 2'-4" closer to the front radius property line which shall encroach into front set back by 1'-8". Existing front set back is 25.65', new set back will be 23.32'.

- d. The Administrative Adjustment "minimum of one of the following conditions".

Applicant Response - The attached Administrative Adjustment meets more than one requirement.

- iv. Supports Mid-century Modern architecture.

Applicant Response - Meets Mid-century Modern architecture.

- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant Response - Does not modify the Roof Eave Overhang, modification takes place within existing overhang.

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to public health or safety.

Applicant Response- Does not interfere with convent and enjoyable use of adjacent lands. Doe does not pose a danger to public health or safety.

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding areas and will not result in incompatible uses.

Applicant Response - This Application fort Administration Adjustment Level 2 is compatible with character of development and surrounding area and does not result in incompatible use.

- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant Response - This Administrative Adjustment does not limit or create adverse impacts in view corridors.

- h. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant Response- The Application Administrative Adjustment Level 2 is consistent with the comprehensive plan.

Open Issues: 3

Civil General

General Issues

1. Civil General Mandatory

Flynn Engineering jay flynn 9/11/23 4:54 PM Express Workflow - 1	1. Submit survey of site with FEMA information noted 2. Clarify if the garage doors are being replaced or if the garage is being enclosed...plans do not show the doors going back that i can see
---	--

Structural

General Issues

2. plans/documentation Mandatory

CAP Government, Inc. Peter Leto 9/17/23 4:19 PM Express Workflow - 1	1. PROVIDE BROWARD COUNTY ASBESTOS APPPROVAL LETTER. 2. PROVIDE GARAGE DOOR PRODUCT APPROVAL ALONG WITH REVIEW FORM. 3. SHOW NEW ELEVATION SHEETS REFLECTING THENEW WORK,,
---	---

Zoning

3. Garage Setback Requires Administrative Adjustment
Level 2 Approval To Obtain Permit

General Issues

3. Garage setbacks Mandatory

Town of Lauderdale By- The-Sea Susan Leven 9/18/23 10:21 AM Express Workflow - 1	1. Please provide a detail drawing showing the original area and the addition with setbacks. The current submission looks like the addition to the garage causes a reduction in the front setback which could require a variance. 2. If the garage doors are proposed to be replaced, please provide a spec sheet for the new doors.
---	---

Closed Issues: 0

Administrative Adjustment Level 2 Additional Attached Additional Information

Project Scope:

Renovate and Move 1 Car Garage Wall Forward By 2'-4"

Applicant

Edward Maslanka

291 Imperial Lane

Lauderdale By The Sea, FL 33308

PROJECT MANAGEMENT & CONSULTING SERVICES
GENERATION DEVELOPMENT LLC



CGC056966
info@gdpmcs.com
call / text (954) 338-8730





Direct (954) 338-8730
Project Management Services
GENERATION DEVELOPMENT
CGC056966
John.D@gdpmcs.com

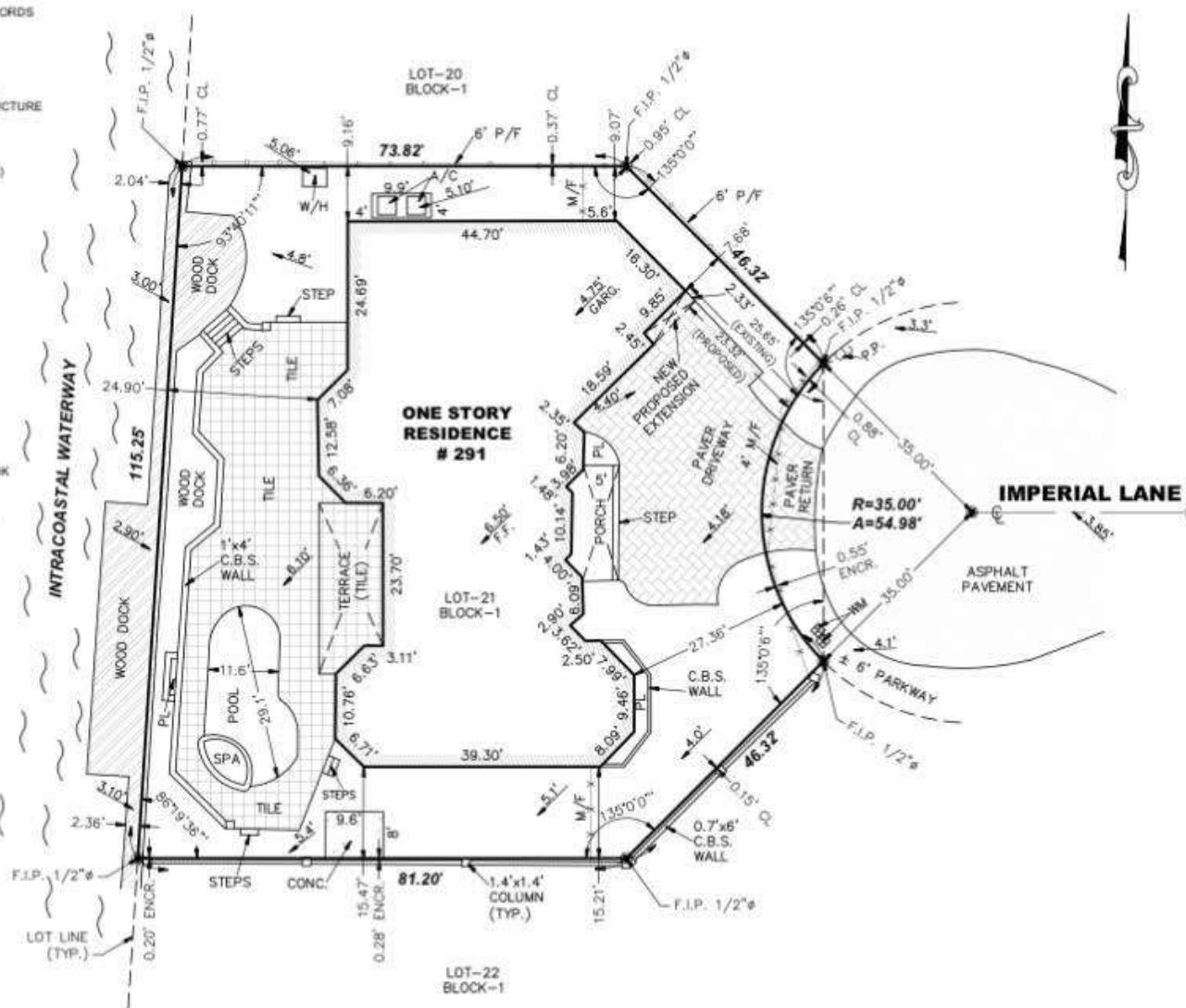


291 Imperial Lane
One Car Garage Front Wall And
Door Move Forward To Match
The Front Wall Of Two Garage
Door.



GENERAL LEGEND:

- BCR = BROWARD COUNTY RECORDS
BM = BENCHMARK
CB = CATCH BASIN
CL = CENTERLINE
CLF = CHAINLINK FENCE
CLP = CONCRETE LIGHT POLE
CBS = CONCRETE BLOCK STRUCTURE
CONC = CONCRETE
C/S = CONCRETE SLAB
DE = DRAINAGE EASEMENT
D = DELTA (CENTRAL ANGLE)
E = EAST
ELE = ELEVATION
X 0.00' = EXISTING ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
FF = FINISHED FLOOR
FH = FIRE HYDRANT
FN = FOUND NAIL
INV = INVERT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND NAIL AND DISC
L = ARC LENGTH
MDCR = MIAMI DADE COUNTY RECORDS
N = NORTH
N/D = NAIL AND DISC
MF = METAL FENCE
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
PB = PLAT BOOK
PBICR = PALM BEACH RECORDS
PC = POINT OF CURVATURE
PG = PAGE
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PVCF = PLASTIC FENCE
R = RADIUS
R/W = RIGHT OF WAY
S = SOUTH
S/W = SIDEWALK
SIR = SET 1/2" IRON ROD
SND = SET NAIL & DISC
UE = UTILITY EASEMENT
UP = UTILITY POLE
W = WEST
W/F = WOOD FENCE
W/M = WATER METER
U = UTILITY POLE



LEGAL DESCRIPTION:

LOT 21, BLOCK 1, OF LAUDERDALE SURF & YACHT ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FOLIO #: 4943 18 04 0240

SURVEYORS NOTES:

- (1). BEARINGS SHOWN HEREON ARE REFERENCED THE RECORD PLAT AND ARE ASSUMED.
- (2). LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
- (3). NO UNDERGROUND IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
- (4). THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFOR THE ONLY SURVEY MATTERS SHOWN ARE PER THE RECORD PLAT. THERE MAY BE ADDITIONAL MATTERS OF RECORD, NOT SHOWN WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THE CORRESPONDING COUNTY OF RECORD.
- (5). ELEVATIONS SHOWN REFER TO N.A.V.D. 88
BM# : 1910 (BROWARD) ELEVATION= 11.606' (N.G.V.D. 1929)

CERTIFICATION OF BOUNDARY SURVEY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF; THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JULIO S. PITA, P.L.S. 9/11/2023
DATE

PROFESSIONAL LAND SURVEYOR
LICENSE No. PSM 5789
STATE OF FLORIDA



GAVY & ASSOCIATES, INC
LAND SURVEYORS
LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (786) 236-8344

Topographic
Survey

PROPERTY ADDRESS:

291 IMPERIAL LANE,
LAUDERDALE BY THE SEA,
FL 33308

FLOOD ZONE DATA:

ZONE: AE 5FT (NAVD 88)

COMMUNITY #: 125123

PANEL & SUFFIX: 0386 H

DATE OF FIRM: 8/18/14

REVISIONS:

DATE:

SCALE: 1" = 20'

CADD: J.A.

CHECKED BY: JSP

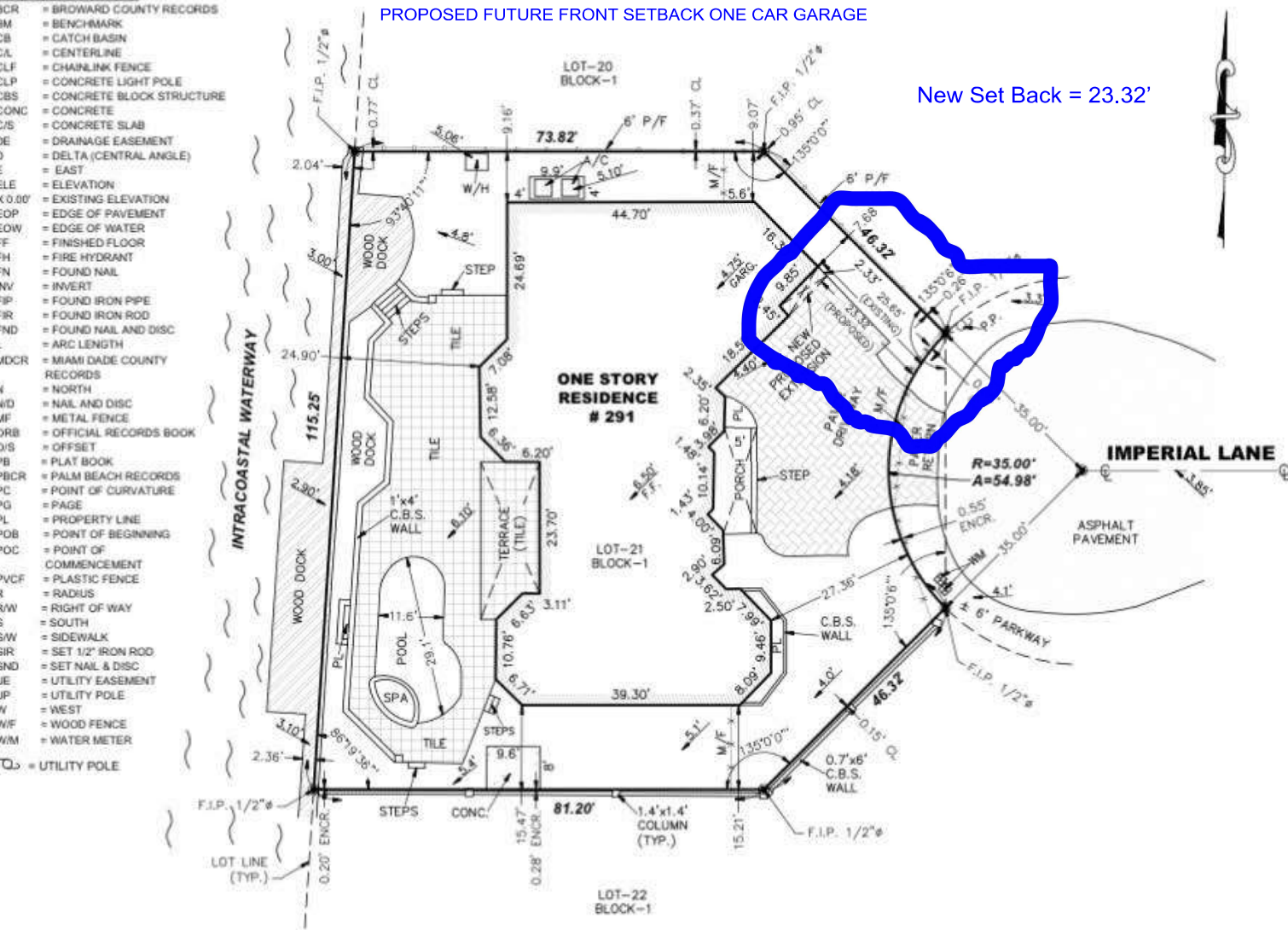
GL-12139

SHEET # 1 OF 1

CERTIFIED TO:

1. MASLANKA, EDWARD
2. EDWARD MASLANKA LIV TR

- GENERAL LEGEND:**
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JULIO S. PITA, P.L.S. 9/11/2023
DATE

PROFESSIONAL LAND SURVEYOR
LICENSE No. PSM 5789
STATE OF FLORIDA

Topographic Survey PROPERTY ADDRESS: 291 IMPERIAL LANE, LAUDERDALE BY THE SEA, FL 33308	FLOOD ZONE DATA: ZONE: AE 5FT (NAVD 88) COMMUNITY #: 125123 PANEL & SUFFIX: 0386 H DATE OF FIRM: 8/18/14	REVISIONS:	DATE:	SCALE: 1" = 20' CADD: J.A. CHECKED BY: JSP GL-12139 SHEET # 1 OF 1	CERTIFIED TO: 1. MASLANKA, EDWARD 2. EDWARD MASLANKA LIV TR



GAVY & ASSOCIATES, INC
LAND SURVEYORS
LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (786) 236-8344



Date: 2023.08.07
03:10:14
-04'00'

1. FLORIDA BUILDING CODE 2020
2. A.S.C.E. 7-16 FOR WIND ANALYSIS AND DESIGN
3. ACI 318-14 – BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
4. NDS 2015
5. AISC 14TH EDITION

1. WIND:	
MEAN ROOF HEIGHT:	15'-10"
BASIC WIND VELOCITY:	170 MPH (ULI)
OCCUPANCY CATEGORY:	II
EXPOSURE:	D
Kd:	0.85
ENCLOSED BUILDING INTERNAL PRESSURE COEFFICIENT: +/-0.18	
2. EXISTING ROOF DESIGN LOADS:	
UNIMPOSED DEAD LOAD:	20 PSF
LIVE LOADS:	30 PSF

1. FOUNDATIONS HAVE BEEN DESIGNED TO BEAR ON 36" O.D. SCH40 HELICAL PILE INSTALLED AS REQUIRED TO ACHIEVE A MIN. COMPRESSION CAPACITY OF 10T AND AN UPLIFT CAPACITY OF 5TON.
2. PILES SHALL BE PLUMB AND INSTALLED AS PER INDICATED ON PLANS WITH PROPER ON CENTER DISTANCES.
3. HELICAL UNDERPINNING PILES SHALL EXTEND MIN. 5' INTO COMPETENT STRATUM OR UNTIL REFUSAL.

1. ALL NORMAL-WEIGHT AGGREGATE MUST BE MIXED IN ACCORDANCE WITH ACI 301 TO ACHIEVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,000PSI. WATER/CEMENT RATIO MUST BE 0.40 MAX. BY WEIGHT UN ON PLANS AND 0.15 MAX. WATER-SOLUBLE CHLORIDE ION CONTENT IN CONCRETE (PERCENT BY WEIGHT OF CEMENT) IN ACCORDANCE TO TABLE 4.3.1 OF ACI 318-08.
2. SLUMP SHALL BE 4" (±1).
3. CONTRACT AN INDEPENDENT TESTING LABORATORY TO PERFORM THE CONCRETE CYLINDER SAMPLING AND TESTING AS REQUIRED FLORIDA BUILDING CODE, 2020. SUBMIT TEST REPORTS TO ENGINEER.
4. AGGREGATES TO BE CLEAN AND WELL GRADED, MAX. SIZE 1" VERTICAL DROP NOT TO EXCEED 6"-Ø."
5. NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE MIX AT THE JOBSITE UNLESS PREVIOUSLY APPROVED.
6. PROVIDE ALL FORMING AND TEMPORARY SHORING.

1. STANDARD: ASTM A-615, GRADE 60, ASTM A85 FOR WELDED REIN. FABRIC.

2. REINFORCEMENT PLACEMENT: TOLERANCES MUST COMPLY WITH SECTION 2.2 OF AC 117.

3. SHALL BE REINFORCED BARS, FREE FROM LOOSE BOLT AND SCALE.

4. CONTRACTOR TO PROVIDE CHAIRS, BRIDGES, SPACERS ETC. IN ORDER TO CORRECTLY ASSEMBLE, PLACE AND SUPPORT ALL REINFORCEMENT IN PLACE.

5. ALL REINFORCING SHALL CONFORM TO THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (AC-318)

6. CONCRETE COVER FOR REINFORCEMENT:

- FOOTING	3" CLEAR ALL AROUND
- SLAB ON GRADE:	
- COLUMNS AND BEAMS NOT EXPOSED TO WEATHER:	BOTTOM-1/2" - TOP-1/2" CLEAR TO E.M. VAPOR BARRIER
- COLUMNS AND BEAMS EXPOSED TO WEATHER:	BOTTOM-1/2" - TOP-1/2" CLEAR TO TIES - SIDE-1/2" CLEAR TO TIES
- COLUMNS AND BEAMS EXPOSED TO WEATHER:	BOTTOM-1/2" - TOP-1/2" CLEAR TO TIES - SIDE-1/2" CLEAR TO TIES

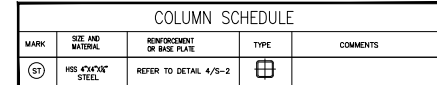
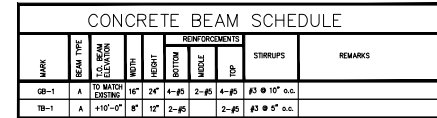
1. HOLLOW CONCRETE SHALL COMPLY WITH THE PROVISIONS OF THE ASTM C90, "STANDARDS SPECIFICATIONS FOR HOLLOW LOAD BEARING CONCRETE MASONRY UNITS."
2. MINIMUM ALLOWABLE COMPRESSIVE STRESS ON NET AREA SHALL BE $f_{m} = 1000 \text{ PSI}$ FOR CMU. CMU SHALL MEET THE MINIMUM EQUIVALENT STRENGTH REQUIREMENTS AS SET FORTH IN TABLE 701.3.2 OF THE FLORIDA BUILDING CODE. SUBMIT CERTIFICATES OF FIVE RATING FROM CMU MANUFACTURER.
3. MORTAR SHALL CONFORM TO ASTM C270, TYPE N OR S.
4. REINFORCEMENT BARS: STEELNESS GRADE 60.
5. PLACE CONCRETE UNITS IN STANDARD RUNNING BRICK PATTERN, BOND OVERLAPPING UNITS AT WALL CORNERS AND INTERSECTIONS UNO. ALL MORTAR JOINTS SHALL BE $\frac{3}{8}$ " THICK.
6. HORIZONTAL JOINT REINFORCING SHALL BE STANDARD #60 LAGGED AT EVERY OTHER COURSE. EXTEND HORIZONTAL JOINT REINFORCING $\frac{1}{4}$ " INTO ADJACENT WALLS. PROVIDE $\frac{1}{4}$ " NOTCHED SHAPED REINFORCEMENT UNITS AT ALL CORNERS AND INTERSECTIONS RESPECTIVELY. PLACE SPACING REINFORCING MINIMUM 4"
7. WINDNER ANCHOR BOLTS ARE TO BE SET IN MASONRY, TWO CELLS AT THE SETTING LOCATION SHALL BE FILLED WITH CONCRETE GROUT.
8. REFER TO ADDITIONAL REPAIRING NOTES ON FLOOR PLANS.
9. COMPRESSIVE STRESS OF GROUT SHALL BE 3000 PSI AT 28-DAYS.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING AND/OR ADJACENT STRUCTURES, STREETS, AND SIDEWALKS DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. SHOULD A DISCREPANCY BE FOUND STOP WORK IMMEDIATELY AND NOTIFY THE OWNER.
3. CONTRACTOR SHALL WORK THE STRUCTURE PLANS IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
4. EXISTING STRUCTURE: CONTRACTOR SHALL REVIEW THE ORIGINAL CONSTRUCTION DRAWINGS OF THE EXISTING BUILDING PRIOR TO BEGINNING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING DIMENSIONS AGAINST THE ORIGINAL CONSTRUCTION DRAWINGS. THE USER OF THIS PLAN TO OBTAIN DIMENSIONS NOT SHOWN ON THESE PLANS IS STRICTLY FORBIDDEN. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS RESULTING FROM SUCH ACTION.
5. IN CASE OF DISCREPANCIES BETWEEN THE ARCHITECTURAL AND STRUCTURAL PLANS, THE ARCHITECTURAL PLANS SHALL GOVERN UNLESS OTHERWISE NOTED.
6. ALL SPOILED MATERIALS AND CONNECTIONS CAN BE SUBSTITUTED WITH EQUAL OR BETTER, WITH THE APPROVAL OF ENGINEER OF RECORD.
7. CONTRACTOR SHALL BE THE ONLY PARTY RESPONSIBLE FOR THE DESIGN, INSTALLATION AND DIMENSIONING OF SHAPING.

1. STRUCTURAL PLATES ASTM A36
2. STRUCTURAL TUBES ASTM A500 Gr B
3. ALL WELDS TO USE 70xx ELECTRODES AND SHALL COMPLY WITH AWS STANDARDS.
4. ALL STEEL COMPONENTS AND WELDS SHALL BE PROTECTED WITH ONE SHOP COAT OF RUST INHIBITING PAINT MIN. 3 MIL DRY FILM THICKNESS



TYP. GRADE BEAM DETAIL AT CORNER
3/4"=1'-0"



DESIGN IS BASED ON FBC 2020, 7TH EDITION

CALC ENGINEERING
www.calceng.com
3901 NW 79 AVE Unit 216
DORAL FL 33166
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566
MASOOD HAJALI, P.E.
FLORIDA REG: 82038

GARAGE REMODELING FOR
EDWARD MASLANKA RESIDENCE @
291 IMPERIAL LN,
LAUDERDALE BY THE SEA, FL, 33308

[illegible]

Date 02 / 28 / 2022

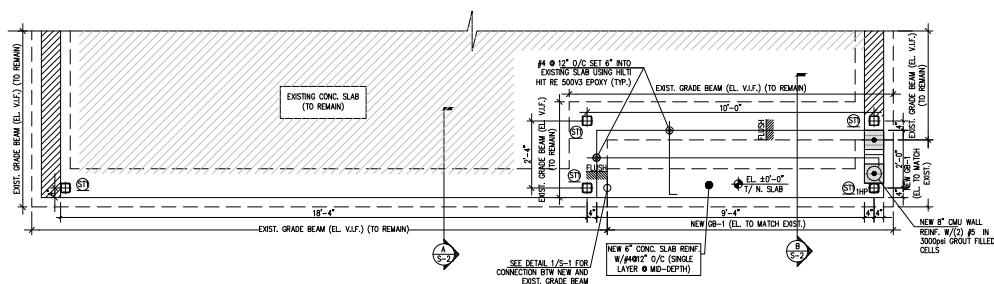
S-202215

S-1

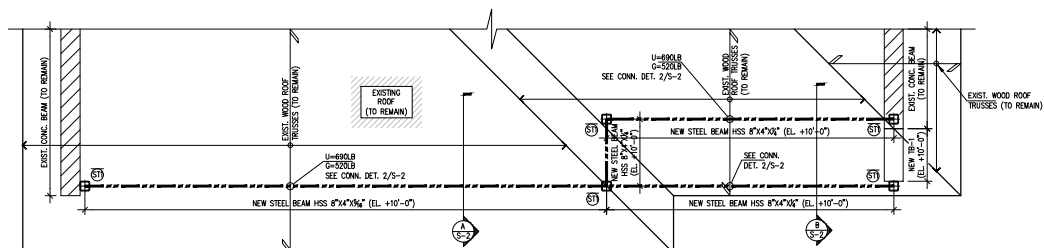
Scale AS SHOWN

This item has been digitally signed and sealed by MASOOD HAJALI, PE, on date above. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

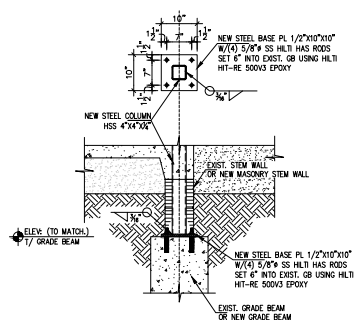
Digitally signed
by MASOOD
HAJALI
Date: 2023.08.07
03:10:28 -04'00'



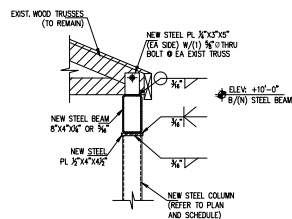
 **PARTIAL GARAGE FOUNDATION/FLOOR PLAN**
1/2"=1'-0"



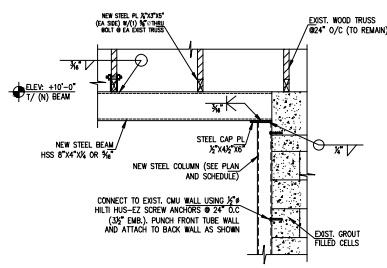
 **PARTIAL GARAGE ROOF PLAN**
1/2"=1'-0"



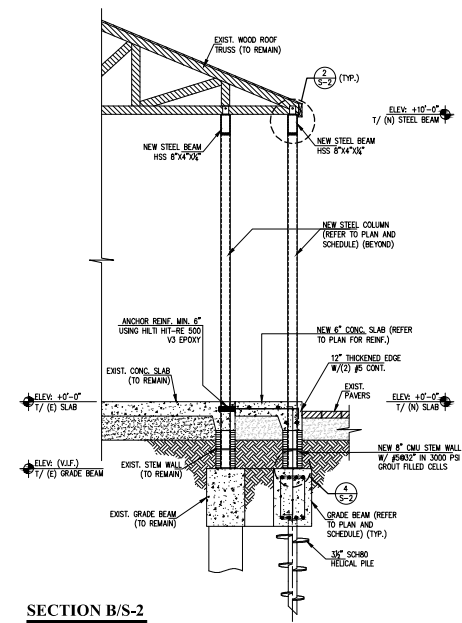
DETAIL 4/S-2
3/4"=1'-0"



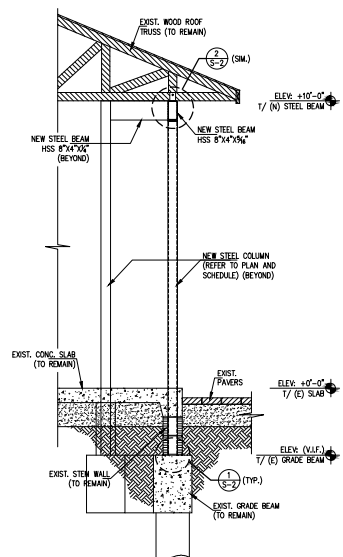
DETAIL 2/S-2
1"=1'-0"



DETAIL 3/S-2
3/4"=1'-0"



SECTION B/S-2
1/2"=1'-0"



SECTION A/S-2
1/2"=1'-0"



Calc
Engineering

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GARAGE REMODELING FOR
EDWARD MASLANKA RESIDENCE @
291 IMPERIAL LN,
LAUDERDALE BY THE SEA, FL, 33308

[illegible]

DESIGN IS BASED ON FBC 2020, 7TH EDITION



Agenda Item No: 5.a.

Planning and Zoning Board Agenda Item Report

Meeting Date: December 4, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements And Review Procedures,” Division 4 “Adjustments To The Code – Procedures And Requirements,” Section 30-128 “Administrative adjustments” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Level 2 Administrative Adjustment to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

Explanation: See attached report

Recommendation: The proposed plans and narrative submitted by the Applicant have met the criteria within the Land Development Code and Staff recommends approval of the Level 2 Administrative Adjustment with the following conditions:

If approved, the Level 2 Administrative Adjustment expires concurrently with the Building Permit approved for the subject property

Exhibits:

1. 2023-L2-AA-03 Staff Report 291 Imperial Lane
2. Ex 1 2023-L2-AA-03 291 Imperial Application and Plans
3. Ex 2 Public Notice Section 30-139
4. Ex 3 RS-5 Section 30-212
5. Ex 4 Section 30-128 Administrative Adjustments



Town of Lauderdale-by-the-Sea
Development Services

To: Planning & Zoning Board

From: Jhanelle Campbell, Development Services Director

Meeting Date: December 6, 2023

Re: Case Number 2023-L2-AA-03: Pursuant to Chapter 30 "Unified Land Development Regulations," Article IV "Development Permits – Applications, Requirements And Review Procedures," Division 4 "Adjustments To The Code – Procedures And Requirements," Section 30-128 "Administrative adjustments" of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Level 2 Administrative Adjustment to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Administrative Adjustment application (**Exhibit 1**) submitted to the Town of Lauderdale-By-The-Sea, Florida (the "Town") by Edward Maslanka (the "Applicant"). The application seeks to allow a 1.7-foot encroachment into the required 25-foot front setback for an addition to an existing residential garage on the property located at 291 Imperial Lane (the "Property") (**Diagram 1**).

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice has been given to all property owners located within a three hundred (300) foot radius of the Property. The Property has been posted and the public hearing concerning the Administrative Adjustment has been

advertised, pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code") (**Exhibit 2**). Staff have not received comments from the public regarding this request.

Background and Request

The Property is a developed parcel of land located within the RS-5 zoning district (**Exhibit 3**). The existing single-family home was originally constructed in the mid-1950's, while the existing building was constructed in the mid 1990's. The property is 11,226 SF (.26 acres) in size. The Applicant recently obtained a variance (2023-V-01) to construct a gate and fence within the Property's front setback). The current proposal involves constructing an addition to the northern of the two garages on the Property since the Applicant's new vehicle cannot fit within the existing space.

Diagram 2 provides a visual representation of the proposed additions. Section 30-212(c)(1) of the Town Code requires a front setback of twenty-five (25) feet. Currently, the west side of the Property has a front setback of twenty-five point six five (25.65) feet. The encroachment of two point thirty-three (2.33) feet will reduce the front setback to twenty-three point thirty-two (23.32) feet for a total encroachment of one point seven (1.7) feet. The Code permits an encroachment of up to thirty percent (30%) of the required setback, or a maximum seven point five (7.5) feet.

Diagram 2



Administrative Adjustment

Town Code Provision

Section 30-128 of the Town Code (**Exhibit 4**) establishes Level 1 and Level 2 Administrative Adjustment standards that allow the Town Manager and Town Commission, respectively, to approve a reduction in parking standards and/or setback requirements. A Level 2 Administrative Adjustment is permitted for setback encroachments of up to thirty percent (30%) or five (5) feet of the required

setback, whichever is less (**Table 1**). The Town Code requires review by the Town Staff, Planning & Zoning Board, and Town Commission.

Table 1

Administrative Adjustment Thresholds			
Building Standards that May be Adjusted	<u>Maximum Level 1 Adjustment</u>	<u>Maximum Level 2 Adjustment</u>	<u>291 Imperial Lane</u>
Setbacks	n/a	30% or 5 feet, whichever is less	1.7 foot encroachment 30% of the 25 foot required setback is 7.5'

Criteria and Analysis

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
Applicant response: The proposed building adjustments do not result in an increase in allowable density.
Staff response: The criterion has been met.
- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
Applicant response: Building height is not [affected] in this request, there is no roofing construction.
Staff response: The criterion has been met.
- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
Applicant response: The property in question is at the end of Imperial Lane which is a Cul-De-Sac. Previously the owner was granted an Administrative Adjustment for a new driveway gate that was installed. This Adjustment moves the North side one car garage forward by 2'-4" closer to the front radius property line which shall encroach into front set back by 1.7 feet". Existing front set back is 25.65', new set back will be 23.32'.
Staff response: Note that the previous application was a variance as opposed to an administrative adjustment. The criterion has been met.

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:
- i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant response: The...administrative adjustment meets more than one requirement (see underlined above). Does not modify the Roof Eave Overhang, modification takes place within existing overhang.

Staff response: The criterion has been met.

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: Does not interfere with the convenient and enjoyable use of adjacent lands. Does not pose a danger to public health and safety.

Staff response: The criterion has been met.

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: This Application for Administrative Adjustment Level 2 is compatible with character of development and surrounding area and does not result in incompatible use.

Staff response: The criterion has been met.

- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant response: This Administrative Adjustment does not limit or create adverse impacts in view corridors.

Staff response: The criterion has been met.

- h. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant Response: The Application Administrative Adjustment is consistent with the comprehensive plan.

Summary Findings and Recommendations

The proposed plans and narrative submitted by the Applicant have met the criteria within the Land Development Code and Staff recommends approval of the Level 2 Administrative Adjustment with the following conditions:

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the Building Permit approved for the subject property.

Exhibits

Exhibit 1 – Level 2 Administrative Adjustment Application with Plans

Exhibit 2 – Town Code Section 30-139 Public Notice

Exhibit 3 – Town Code Section 30-212(c)(1) (RS-5)

Exhibit 4 – Town Code Section 30-128 Administrative Adjustments

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



Exhibit 1

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: _____

BTR #: _____

Date Application Submitted: _____

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Edward Maslanka One Car Garage Renovation

Code Section from which Administrative Adjustment is sought: 30-128

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit ([See Fee Schedule](#))
- A description of the request
- Two (2) current surveys, signed and sealed.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



TABLE OF CONTENTS AND ATTACHMENTS

- **ADMINISTRATIVE ADJUSTMENT LEVEL 2 APPLICATION**
- **SIGNED AND NOTARIZED APPLICATION**
- **SIGN APPLICANT LETTER JOHN DAUGHERTY ACTING AS AGENT FOR APPLICANT**
- **BCPA PROPERTY INFORMATION**
- **APPLICANT INTRO LETTER**
- **APPLICANTS RESPONSES TO SECTION C. "CRITERIA"**
- **BUILDING DEPART PERMIT APPLICATION COMMENTS (SEE #3 ZONING)**
- **ELEVATION PICTURES AND OVERHANG INFORMATION PROPOSED RENOVATION**
- **SURVEY WITH FINISH FLOOR ELEVATION AND EXISTING SETBACK**
- **SECOND SURVEY SHOWING NEW SETBACK WITH ONE CAR GARAGE RENOVATION**
- **SIGN AND SEALED PLANS**

CGC056966
info@gdpmcs.com
call / text (954) 338-8730



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Administrative Adjustment

PROPERTY/APPLICANT INFORMATION

Date: 12 October 2023

Permit Number Assigned: LBS23-014695

Property Address: 291 Imperial Lane

Legal Description: Lot 21 Block 1 Folio 4943 18 04 0240

Subdivision LAUDERDALE SURF & YACHT ESTATES 22-46 B

Zoning District: RS-5

Property Owner's Name: EDWARD MASLANKA

Address: 291 Imperial Lane, Lauderdale By The Sea, FL. 33308

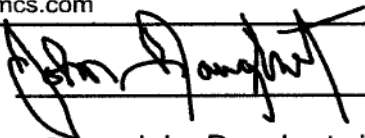
Phone #: +1 (954) 701-3931 Fax

Email address: Emasl28341@aol.com

Owner/Applicant's Name: John N. Daugherty

Phone #: +1 (954) 338-8730 Fax

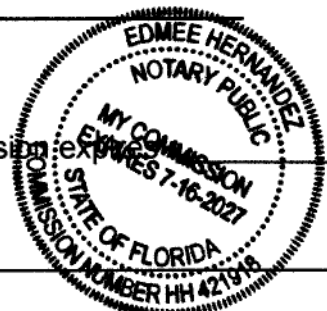
Email address: John.D@gdpmcs.com

Signature of Applicant/Owner: 

Print Name of Applicant/Owner: ☐ John Daugherty i

State of: Florida County: Miami-Dade

Notary: Edmee Hernandez  My Commission expires 7-16-2027



Personally Known: ☒ ID:

*Letter required from Owner(s) if represented by Agent.

ADMINISTRATIVE ADJUSTMENT PROCEDURES OR STANDARDS

Code Section from which Administrative Adjustment is sought: _____

Description of your request: Move one car garage door front wall forward 2'-4" towards
the front property line.

On a separate page, describe how your administrative adjustment request meets the criteria
for administrative adjustment approval: (Refer to Section 30-128 of the Town Code, which is
attached for your reference).

Attach additional pages if necessary

Supply copies of the following:

Two (2) sealed surveys of the entire property, completed within sixty (60) days of the date this application is filed. The survey must clearly identify and indicate distances between all structures, property lines, setbacks, easements, and adjacent rights of way. If the adjustment is for an existing structure, the survey should clearly indicate the area in which the administrative adjustment is necessary.

Two (2) copies of a Site Plan under Seal of a Florida licensed Architect or Engineer, which clearly depicts the proposed improvements, which necessitates the adjustment in relation to the above-delineated elements for survey. For single-family and duplex properties the site plan drawn to scale, which depict the proposed improvements, which necessitates the adjustment, does not need to be sealed. The site plan is not necessary for adjustments requested for existing buildings.

To be completed by Town

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Board of Adjustment meeting date: _____

Town Commission meeting date: _____

Zoning Code Administrative Adjustment Fee Amount:

Level 1	\$150.00
Level 2	\$350.00
Appeal of Level 1	\$200.00
Deposit for consultant	\$500.00

Town Off-Site Consultant (if applicable)

NOTE: The Town Code provides for cost recovery of outside consultants, legal advertising costs, direct mail notice costs, etc. and depending on the scale of the project, additional fees may be incurred. Therefore, the above fees reflect a \$500 deposit for third party fees. Any unused portion of the \$500 deposit will be refunded to the Applicant.

Sec. 30-128. - Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-Century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following Table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that may be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks for existing structures with no setback changes	n/a	30% or 5 feet, whichever is less
All other setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking Standards	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All Other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(d) *Level 2 Administrative Adjustments.*

- (1) *Review of Adjustment of Parking.* An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of Adjustment of Building Standards.*
 - a. A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(e) *Criteria for Approval.*

- (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:
 - a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014)

Edward Maslanka
291 Imperial Lane
Lauderdale By The Sea, FL. 33308

Ms. Susan Leven
Zoning Department
4501 North Ocean Drive
Lauderdale By The Sea FL 33308

12 October 2023

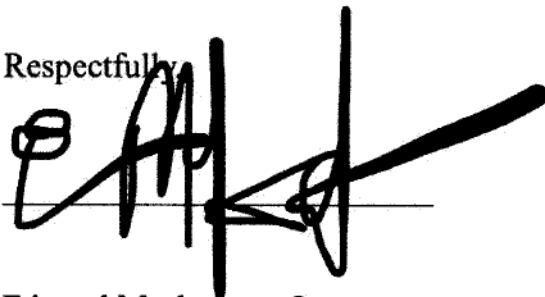
RE: Administrative Level 2 Representative/Agent
291 Imperial Lane, LBS 33308

Dear Ms. Leven,

Mr. John Daugherty will be representing my interest as my agent
for Administrative Level 2 Variance.
John operates and qualifies Generation Development LLC., who
I have contracted for the project.

Please feel free to call or e-mail me with any additional
questions. My cell number is (954) 701-3931 and my e-mail is
Emas128341@aol.com

Respectfully,

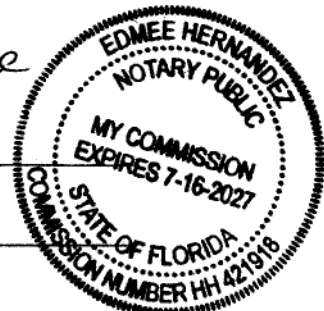


Edward Maslanka – Owner

State of Florida County of Miami Dade

Notary Edmee Hernandez Commission Expires _____

Personally Known ☒ ID _____





IMPORTANT:

If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
If you are looking to purchase this property and are not using portability to transfer any capped savings, please use our **Tax Estimator** to determine a more likely estimate of your new amount.
If you own this home and want to purchase a new home in Florida, try our **Portability Estimator** to see how portability and the additional homestead exemption can help you.
If you own a home in Florida, and want to see how much portability will save you, try our **Portability Estimator**.

[PREVIOUS](#)[NEXT](#)[VIEW MAP](#)[PRINT](#)[NEW SEARCH](#)[PHOTOGRAPHS](#)[BCPA HOME](#)

Click here to display your 2023 TRIM Notice.

Site Address	291 IMPERIAL LANE, LAUDERDALE BY THE SEA FL 33308	ID #	4943 18 04 0240
Property Owner	MASLANKA, EDWARD EDWARD MASLANKA LIV TR	Millage	0211
Mailing Address	291 IMPERIAL LN LAUDERDALE BY THE SEA FL 33308	Use	01-01
Abbreviated Legal Description	LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 21 BLK 1		
Owner Alert	If you are the owner of this property, protect your property from scams or fraud by subscribing to BCPA's free Owner Alert Notification service. Please click here to subscribe.		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).



IT'S IMPORTANT THAT YOU KNOW:

The 2024 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values

Click here to see 2023 Exemptions and Taxable Values as reflected on the Nov. 1, 2023 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$666,820	\$3,737,550	\$4,404,370	\$1,594,550	
2023	\$666,820	\$3,737,550	\$4,404,370	\$1,594,550	
2022	\$666,820	\$1,557,600	\$2,224,420	\$1,548,110	\$147.37

2024 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$4,404,370	\$4,404,370	\$4,404,370	\$4,404,370
Portability	0	0	0	0
Assessed/SOH 13	\$1,594,550	\$1,594,550	\$1,594,550	\$1,594,550
Homestead 100%	YES	YES	YES	YES
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 03	\$1,594,550	\$1,594,550	\$1,594,550	\$1,594,550
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
12/20/2012	WD-Q	\$1,500,000	49366 / 1399
8/26/2008	QCD-T	\$100	45670 / 352
2/7/2003	WD	\$1,500,000	34552 / 901
10/30/2002	WD	\$750,000	34043 / 363
4/28/1998	WD	\$1,150,000	28191 / 15

Land Calculations

Price	Factor	Type
\$59.40	11,226	SF
Adj. Bldg. S.F. (Card, Sketch)		3859
Units/Beds/Baths		1/3/3
Eff./Act. Year Built: 1996/1995		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
02						LB		
R								
1						1		

If you see a factual error on this page, please [click here](#) to notify us.

Applicants Introduction

Subject Property Address

291 Imperial Lane, Lauderdale By The Sea, FL. 33308

Building Permit Application LBS23-014695

Mr. Edward Maslanka's (Applicant) Administrative Adjustment Level 2 Application follows requirements defined in SECTION C: CRITERIAL FOR APPROVAL 30-128 Administrative Adjustment Code.

We have attached Applicants comments to the below criteria and explain to the best of our ability how the proposed minor renovation to the one car Garage Wall and its impact to the front property line setback meets the criteria.

The minor adjustment to the one car garage meets the Administrative Level 2 Threshold, the overall new setback will only encroach 6.7% or 1'-8" into front property setback, which is less than the minimum Administrative Adjustment Level 2 Threshold Requirements as defined in 30-128.(b). Those limits state the Threshold Encroachment shall be either 30% or 5 feet whichever is less into front property line. We have attached a recent survey showing existing setback and the new site survey showing both existing and proposed setback after one car garage is renovated. The existing setback is 25.65', the proposed new setback will be 23.32'

Applicant has attached plans originally submitted to Building Department: "LBS23-014695" for your review.

Applicant photographs of front elevation from Broward County Property Appraiser and Generation Development LLC staff that shows in detail area of renovation. The existing Roof Eave overhang that will not be changed, the new wall with the one car garage door will still be located under the existing overhang eave. We believe you will agree that we do not alter or take away or hinder neighbors or RS-5 Zoning intentions with moving the one car garage wall forward 2'-4". The one car garage is 8' wide, the wall that door is 10'-0" wide and except for being moved forward will have the same look.

Subject Property Address

291 Imperial Lane, Lauderdale By The Sea, FL. 33308

Building Permit Application LBS23-014695

Section C. Administrative Adjustment Criteria City Statute 30-128

(c) Review Level 1 Administrative Adjustment

Applicant Response- This application is Level 2 Administrative Adjustment, applicant therefore as no comment.

(d) Level 2 Administrative Adjustment

An application for a Level 2 Administrative Adjustment for parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.

Applicant Comment-This application does not affect RS-5 Parking and is not applicable to this review. Due to their being no existing parking being removed from the existing driveway outside of the roof eave area at one car garage, no parking shall be removed or added.

Review of adjustment of building standards. A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

Applicants Comment- Evaluator's- Please note that Building footprint moves forward at the one garage door section on north corner of front of home.

(e) Criteria for approval

(1) Building standards. An Administrative Adjustment to building standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met.

Applicant's Response- We address below how applicant meets Administrative Adjustment Threshold Level 2.

Applicants Responses

Applicant's list below Administrative Adjustments as Part of Section C of Application that we consider meets below Threshold Table.

- a. Does not increase density.

Applicants Response The Administrative Adjustment does not result in an increase in allowable density.

- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.

Applicant Response - Building height is not effected in this request, there is no roofing construction.

- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.

Applicant Response - The property in question is at the end of Imperial Lane which is a Cul-De-Sac. Previously the owner was granted an Administrative Adjustment for a new driveway gate that was installed. This Adjustment moves the North side one car garage forward by 2'-4" closer to the front radius property line which shall encroach into front set back by 1'-8". Existing front set back is 25.65', new set back will be 23.32'.

- d. The Administrative Adjustment "minimum of one of the following conditions".

Applicant Response - The attached Administrative Adjustment meets more than one requirement.

- iv. Supports Mid-century Modern architecture.

Applicant Response - Meets Mid-century Modern architecture.

- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant Response - Does not modify the Roof Eave Overhang, modification takes place within existing overhang.

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to public health or safety.

Applicant Response- Does not interfere with convent and enjoyable use of adjacent lands. Doe does not pose a danger to public health or safety.

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding areas and will not result in incompatible uses.

Applicant Response - This Application fort Administration Adjustment Level 2 is compatible with character of development and surrounding area and does not result in incompatible use.

- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant Response - This Administrative Adjustment does not limit or create adverse impacts in view corridors.

- h. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant Response- The Application Administrative Adjustment Level 2 is consistent with the comprehensive plan.

Open Issues: 3	
Civil General	
General Issues	
1. Civil General Mandatory	
Flynn Engineering jay flynn 9/11/23 4:54 PM Express Workflow - 1	1. Submit survey of site with FEMA information noted 2. Clarify if the garage doors are being replaced or if the garage is being enclosed...plans do not show the doors going back that i can see
Structural	
General Issues	
2. plans/documentation Mandatory	
CAP Government, Inc. Peter Leto 9/17/23 4:19 PM Express Workflow - 1	1. PROVIDE BROWARD COUNTY ASBESTOS APPROVAL LETTER. 2. PROVIDE GARAGE DOOR PRODUCT APPROVAL ALONG WITH REVIEW FORM. 3. SHOW NEW ELEVATION SHEETS REFLECTING THENEW WORK.,
Zoning	
General Issues	
3. Garage setbacks Mandatory	
Town of Lauderdale By-The-Sea Susan Leven 9/18/23 10:21 AM Express Workflow - 1	1. Please provide a detail drawing showing the original area and the addition with setbacks. The current submission looks like the addition to the garage causes a reduction in the front setback which could require a variance. 2. If the garage doors are proposed to be replaced, please provide a spec sheet for the new doors.
Closed Issues: 0	

Administrative Adjustment Level 2 Additional Attached Additional Information

Project Scope:

Renovate and Move 1 Car Garage Wall Forward By 2'-4"

Applicant

Edward Maslanka

291 Imperial Lane

Lauderdale By The Sea, FL 33308



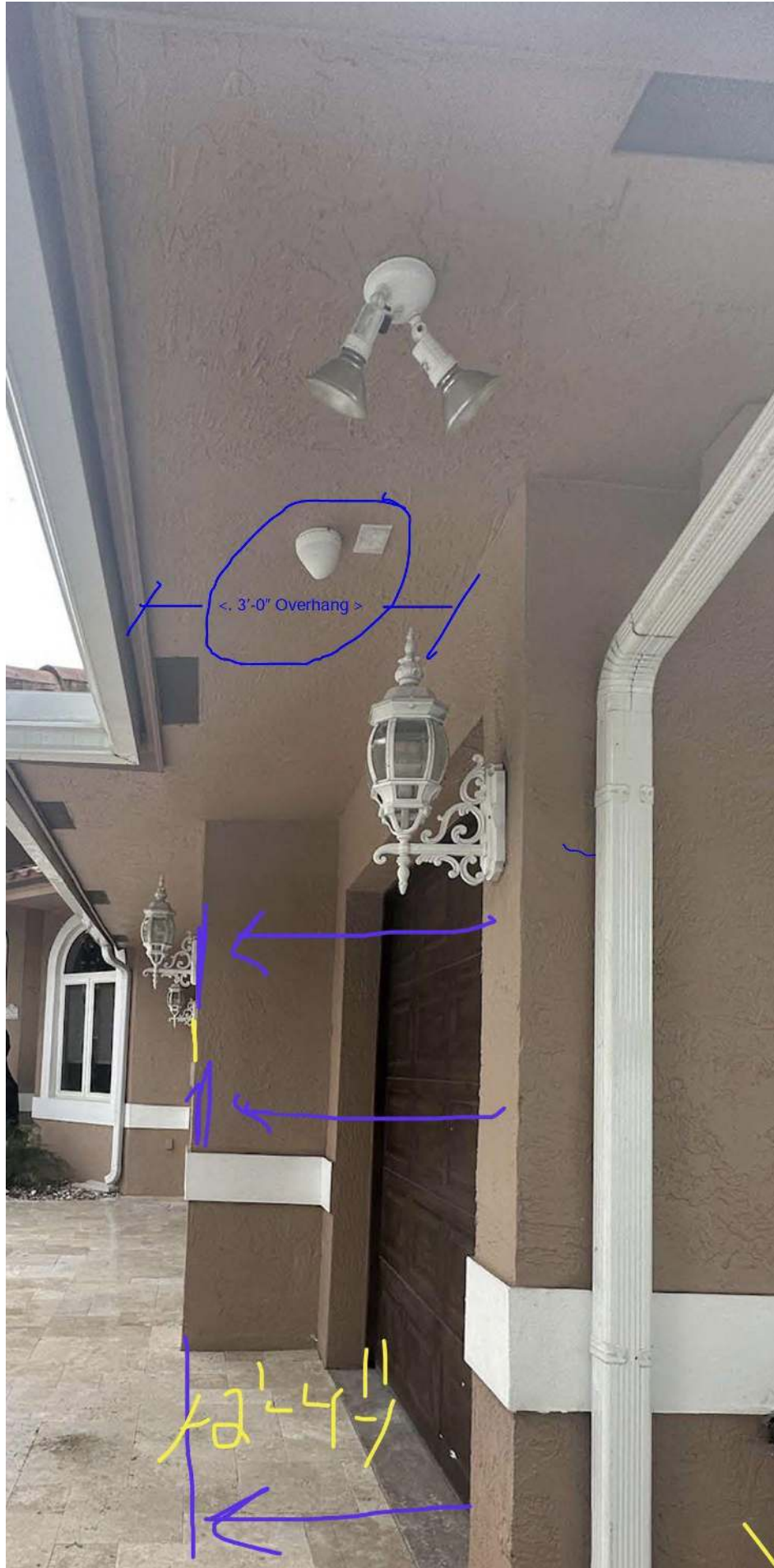
291 IMPERIAL LANE LBS PERMIT APPLICATION 23-014695
ARROW POINTS TO ONE CAR GARAGE FRONT WALL THAT SHALL MOVE FORWARD BY 2'-4" TO MATCH TWO CAR GARAGE WALL.



Direct (954) 338-8730
Project Management Services
GENERATION DEVELOPMENT
CGC056966
John.D@gdpms.com

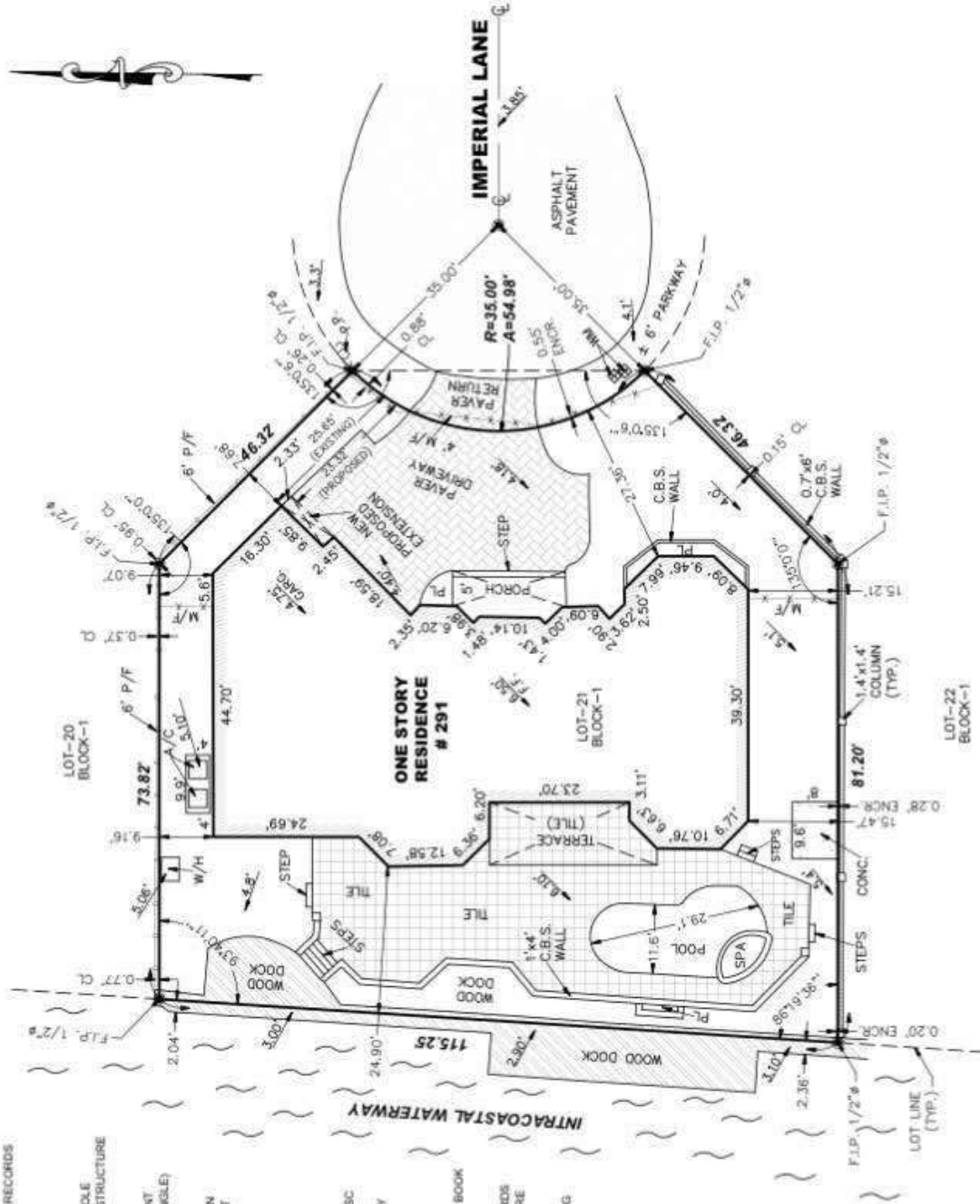


291 Imperial Lane
One Car Garage Front Wall And
Door Move Forward To Match
The Front Wall Of Two Garage
Door.



GENERAL LEGEND:

- BCR = BROWARD COUNTY RECORDS
- BM = BENCHMARK
- CB = CATCH BASIN
- CL = CENTERLINE
- CLF = CHAINLINK FENCE
- CLP = CONCRETE LIGHT POLE
- CBS = CONCRETE BLOCK STRUCTURE
- CONC = CONCRETE
- C/S = CONCRETE SLAB
- DE = DRAINAGE EASEMENT
- D = DELTA (CENTRAL ANGLE)
- E = EAST
- ELE = ELEVATION
- X 0.00' = EXISTING ELEVATION
- EDP = EDGE OF PAVEMENT
- EDW = EDGE OF WATER
- FF = FINISHED FLOOR
- FI = FIRE HYDRANT
- FN = FOUND NAIL
- INV = INVERT
- FP = FOUND IRON PIPE
- FR = FOUND IRON ROD
- IND = FOUND NAIL AND DISC
- L = ARC LENGTH
- MODR = MIAMI DADE COUNTY RECORDS
- N = NORTH
- N/D = NAIL AND DISC
- MF = METAL FENCE
- ORB = OFFICIAL RECORDS BOOK
- O/S = OFFSET
- PB = PLAT BOOK
- PICR = PALM BEACH RECORDS
- PC = POINT OF CURVATURE
- PO = PAGE
- PL = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PVCF = PLASTIC FENCE
- R = RADIUS
- RAW = RIGHT OF WAY
- S = SOUTH
- SW = SIDEWALK
- SIR = SET 1/2" IRON ROD
- SND = SET NAIL & DISC
- UE = UTILITY EASEMENT
- UP = UTILITY POLE
- W = WEST
- W/F = WOOD FENCE
- W/M = WATER METER
- UD = UTILITY POLE



LEGAL DESCRIPTION:

LOT 21, BLOCK 1, OF LAUDERDALE SURF & YACHT ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FOLIO #: 4943 18 04 0240

SURVEYORS NOTES:

- (1). BEARINGS SHOWN HEREON ARE REFERENCED THE RECORD PLAT AND ARE ASSUMED.
- (2). LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
- (3). NO UNDERGROUND IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
- (4). THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFOR THE ONLY SURVEY MATTERS SHOWN ARE PER THE RECORD PLAT. THERE MAY BE ADDITIONAL MATTERS OF RECORD, NOT SHOWN WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THE CORRESPONDING COUNTY OF RECORD.
- (5). ELEVATIONS SHOWN REFER TO N.A.V.D. 88
BM#: 1910 (BROWARD) ELEVATION= 11.606' (N.G.V.D. 1928)

CERTIFICATION OF BOUNDARY SURVEY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF: THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JULIO S. PITA, P.L.S. DATE 9/11/2023

PROFESSIONAL LAND SURVEYOR
LICENSE No. PSM 5789
STATE OF FLORIDA



GAVY & ASSOCIATES, INC.
LAND SURVEYORS

LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (786) 236-8344

CERTIFIED TO:

1. MASLANKA, EDWARD
2. EDWARD MASLANKA LIV TR

SCALE: 1" = 20'

CADD: J.A.

CHECKED BY: JSP

GL-12139

SHEET # 1 OF 1

REVISIONS:

FLOOD ZONE DATA:

ZONE: AE 5FT (NAVD 88)
COMMUNITY #: 125123
PANEL & SUFFIX: 0386 H
DATE OF FIRM: 8/18/14

Topographic Survey

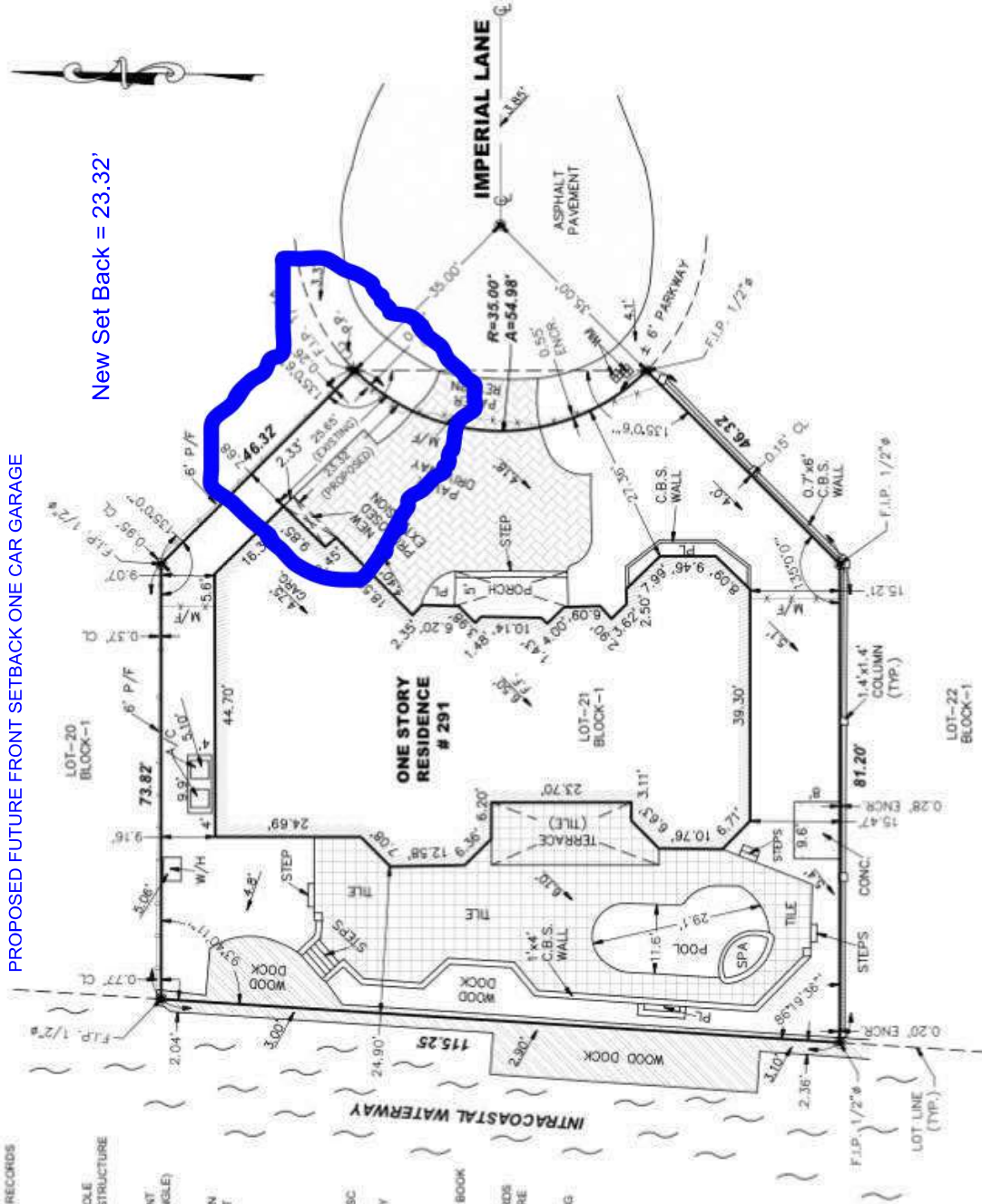
PROPERTY ADDRESS:
2657 IMPERIAL LANE,
LAUDERDALE BY THE SEA,
FL 33308

PROPOSED FUTURE FRONT SETBACK ONE CAR GARAGE

New Set Back = 23.32'

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JULIO S. PITA, P.L.S. DATE 9/11/2023

PROFESSIONAL LAND SURVEYOR
LICENSE No. PSM 5789
STATE OF FLORIDA

Topographic Survey

PROPERTY ADDRESS:
281 IMPERIAL LANE,
LAUDERDALE BY THE SEA,
FL 33308

FLOOD ZONE DATA:
ZONE: AE 5FT (NAVD 88)
COMMUNITY #: 125123
PANEL & SUFFIX: 0386 H
DATE OF FIRM: 8/18/14

REVISIONS:

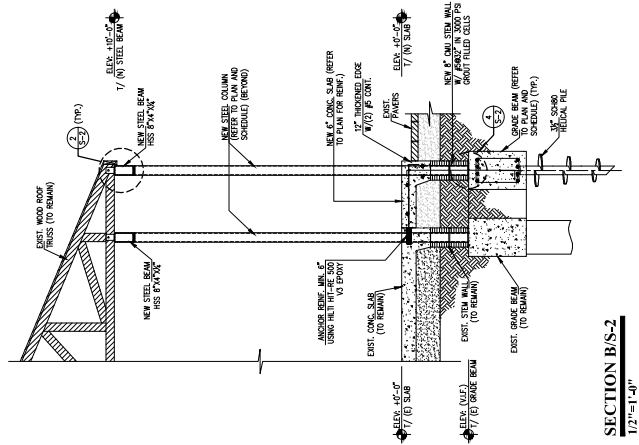
SCALE: 1" = 20'	DATE:	DATE:
CADD: J.A.		
CHECKED BY: JSP		
GL-12139		
SHEET # 1 OF 1		

CERTIFIED TO:

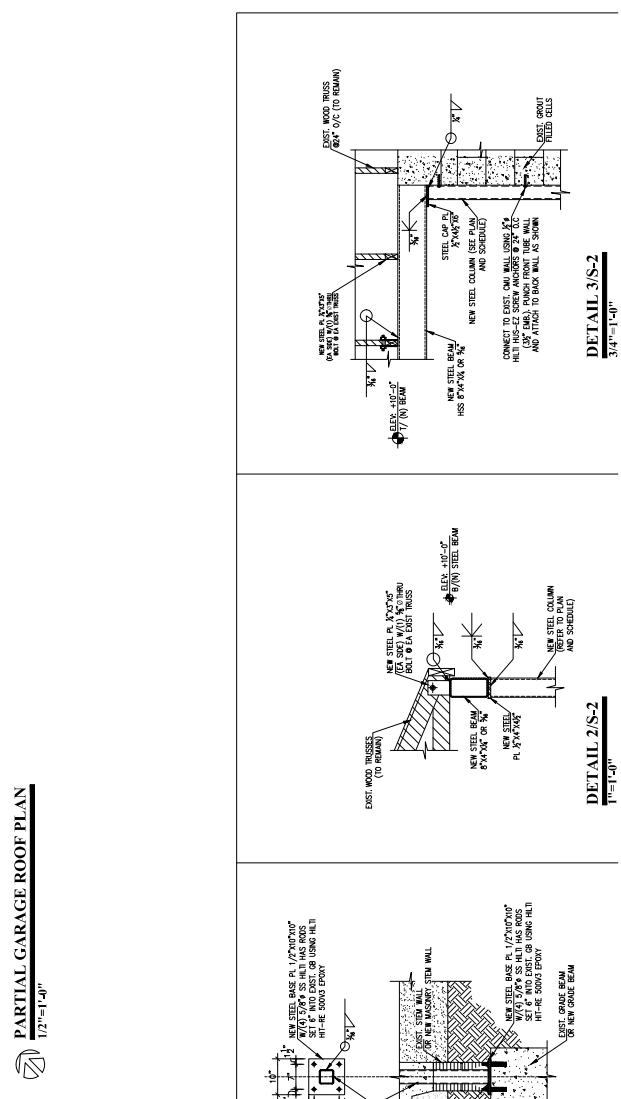
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MIAMI, FL. 33175
PHONE: (786) 236-8344



SECTION B/S-2
1/2"=1'-0"



DETAIL 3/S-2
3/4"=1'-0"

DETAIL 2/S-2
1"=1'-0"

DETAIL 4/S-2
3/4"=1'-0"

DESIGN IS BASED ON FBC 2020, 7TH EDITION

Sec. 30-139. Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
- (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices, with the exception of public participation meetings which shall be the responsibility of the applicant as set forth in section 30-114 of this Code.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.

-
- b. "Standard ad" shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.
- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
- (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application Type	Florida Statute Reference	Public Participation Meeting	Board Notice Date (as applicable)	Commission Notice Date	Type of Notice			
					Website	Posted	Mailed 300'	Published (Ad Type)
Administrative adjustments, appeals from administrative decisions, plats, site plans, variances		n/a	10 days	10 days	X	X	X	n/a
Conditional uses for signs		10 days	n/a	10 days	X	X	X	n/a
A variance for a single-family home		n/a	10 days	10 days	X	X	X	n/a
Conditional uses, site plans, Level 2 site plan modifications, variances		10 days	10 days	10 days	X	X	X	n/a
Right-of-way vacations		10 days	10 days	10 days	X			X (Standard)
Architectural Review, Conditional Use Level 1 Modification, Site Plan Level 1 Modification		n/a			n/a	n/a	n/a	n/a
Comprehensive Plan - Text	163.3184	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Comprehensive Plan - Map	163.3184	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X	X	X	X (Display)
Land Development Code - Text Amendments changes to actual list of permitted, conditional, or	166.041(3)(c)2	10 days	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)

prohibited uses within a zoning category).								
Land Development Code - all other Text Amendments	166.041	n/a	10 days	10 days	X			X (Standard)
Zoning Map Change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c)1	10 days	10 days	30 days	X		X	X (Standard)
Zoning Map Change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	10 days	7 days - 1st public hrg 5 days - 2nd public hrg	X	X	X*	X* (Display, with map)
Zoning Map Change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	10 days	X	X	X	X (Standard)

(Ord. No. 2022-05, § 3, 8-24-2022)

Exhibit 3

Subdivision D. - RS-5 District Regulations

Sec. 30-212. - RS-5 district—South residential single-family dwellings.

- (a) *Permitted uses.* No building or premises shall be used, and no building with its usual accessories shall be erected or altered other than a building or premises used exclusively for a single-family dwelling.
 - a. Construction on lots of 80 feet or less in width shall be limited to one building to a lot.
 - b. Vacation rental is a permitted accessory use if a vacation rental certificate is first obtained pursuant to section 30-327.
- (b) *Height.* No building shall be erected or altered exceeding two stories, which shall not be higher than 33 feet above normal grade level. As provided in section 7.1(1) of the Charter, in accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height. All other roof structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.
- (c) *Residence setbacks.*
 - (1) *Front setback.* No residence shall have a front setback of less than 25 feet or more than 35 feet from the front lot line.
 - (2) *Side setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall be erected on any lot closer than seven and one-half feet to either side lot line.
 - (3) *Rear setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall have a rear setback of less than ten feet for a single story and less than 12 feet for two stories.
 - (4) *Waterfront setback.*
 - a. No residence or any part thereof shall have a rear or side setback, abutting the Intracoastal or an inland waterway, of less than 25 feet from the lot line.
 - b. Any structure legally constructed between September 26, 2007, and October 13, 2015, shall be allowed to continue as a legal nonconformity subject to the nonconforming provisions of this Code.
 - (5) *Roof overhangs.* Front and rear roof overhangs, cornices, or eaves, may project or extend no more than 36 inches into a required setback except side roof overhangs may only extend within five feet from the property line.
 - (6) *Corner lot side setbacks.* Corner lot side setbacks abutting a street shall be 15 feet excepting all that area on the east side of West Tradewinds Avenue between South Tradewinds and North Tradewinds where the west exposure setback shall be 20 feet.
 - (7) *Roof construction.* Gravel roof construction shall be prohibited.
- (d) *Density.* Dwelling units constructed shall not exceed a net density of five dwelling units per acre.
- (e) *Minimum building size.* No building shall be erected on any lot, not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and/or carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and/or carports.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 357, § 1, 11-8-94; Ord. No. 2004-05, § 2, 5-11-04; Ord. No. 2005-16, § 2, 1-10-06; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2009-10, § 4, 7-28-09; Ord. No. 2009-19, § 5, 5-26-09; Ord. No. 2009-30, § 4, 12-1-09; Ord. No. 2012-15, § 3, 10-9-2012; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-12, § 2, 10-13-2015; Ord. No. 2017-05, § 3, 4-25-2017; Ord. No. 2017-12, § 2(Exh. A), 11-14-2017; Ord. No. 2018-23, § 2, 6-12-2018.

Sec. 30-128. - Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-Century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment except that adjustments to the parking standards are not permitted in the B-1 or B-1-A zoning districts. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking standards (only permitted in residential zoning districts, see section 30-321 for relief in the B1/B1-A zoning districts)	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

- (d) *Level 2 Administrative Adjustments.*

- (1) *Review of adjustment of parking.* An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (e) *Criteria for Approval.*

- (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table,

and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.
- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-04, § 2, 4-25-2017)



Notice of Public Quasi-Judicial Hearing Town of Lauderdale-By-The-Sea, Florida

NOTICE IS HEREBY GIVEN that the Town of Lauderdale-By-The-Sea, Florida (the “Town”) will hold public hearing(s) before the Town Planning and Zoning Board (PZB) and Town Commission at **Jarvis Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308**, as follows:

Planning & Zoning Board	December 6, 2023	6:00 PM
Town Commission	December 12, 2023	6:30 PM

The following application request shall be considered during the above referenced public hearing(s), which any person may attend and/or speak at regarding:

Application Number: 2023-L2-AA-03
Applicant: Edward Maslanka
Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 21 BLK 1
Site Address: 291 Imperial Lane
Zoning District: RS-5

Request: Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements And Review Procedures,” Division 4 “Adjustments To The Code – Procedures And Requirements,” Section 30-128 “Administrative adjustments” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Level 2 Administrative Adjustment to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

THE AGENDA PACKET AND RELATED MATERIALS CONCERNING THE APPLICATION REQUEST ARE AVAILABLE FOR REVIEW AND INSPECTION AT THE TOWN CLERK’S OFFICE, 4501 OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FLORIDA, DURING REGULAR BUSINESS HOURS. ADDITIONALLY, THE AGENDA PACKET, INCLUDING MATERIALS RELATED TO THE REQUEST, IS AVAILABLE FOR REVIEW THE FRIDAY BEFORE THE MEETINGS ON THE TOWN’S WEBSITE AT WWW.LBTS-FL.GOV.

PURSUANT TO TOWN CODE SECTION 30-140, THE APPLICATION WILL BE PRESENTED AND CONSIDERED AT THE MEETINGS ON THE DATES SET FORTH ABOVE. AFFECTED PERSONS WILL BE ALLOWED TO PRESENT EVIDENCE AT THE PUBLIC HEARING(S), BRING FORTH WITNESSES, AND CROSS EXAMINE WITNESSES PROVIDED NOTIFICATION AND FILING OF SUCH INFORMATION IS MADE WITH THE TOWN CLERK PRIOR TO THE ABOVE PUBLIC HEARING(S).

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC HEARING(S), HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORDS INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING DATES SET FORTH ABOVE AT (954) 640-4210 FOR ASSISTANCE.

You may also submit written comments to:

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

Sec. 30-139. Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
- (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices, with the exception of public participation meetings which shall be the responsibility of the applicant as set forth in section 30-114 of this Code.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.

- b. "Standard ad" shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.
- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
 - (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application type	Florida Statute reference	Public participation meeting	Board notice date (as applicable)	Commission notice date	Type of notice			
					Website	Posted	Mailed 300'	Published (ad type)
Administrative adjustments, appeals from administrative decisions, plats		n/a	10 days	10 days	X	X	X	n/a
Conditional uses for signs		10 days	n/a	10 days	X	X	X	n/a
A variance for a single family home		n/a	10 days	10 days	X	X	X	n/a
Conditional uses, site plans, Level 2 site plan modifications, variances		10 days	10 days	10 days	X	X	X	n/a
Right-of-way vacations		10 days	10 days	10 days	X			X (standard)
Architectural review, conditional use level 1 modification,		n/a			n/a	n/a	n/a	n/a

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site plan level 1 modification								
Comprehensive plan—Text	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Comprehensive plan—Map	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X	X	X	X (display)
Land Development Code—Text amendments changes to actual list of permitted, conditional, or prohibited uses within a zoning category	166.041(3)(c) 2	n/a	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Land Development	166.041	n/a	10 days	10 days	X			X (standard)

Code—All other text amendments								
Zoning map change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c) 1	10 days	10 days	30 days	X		X	X (standard)
Zoning map change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	10 days	7 days— 1st public hrg 5 days— 2nd public hrg	X	X	X*	X* (display, with map)
Zoning map change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	10 days	X	X	X	X (standard)

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2022-05 , § 3, 8-24-2022)



**ADMINISTRATIVE ADJUSTMENT DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2023-L2-AA-03**

PROJECT NAME: 291 Imperial Lane

ADDRESS OF PROPERTY: 291 Imperial Lane

FOLIO #: 4943 18 04 0240

PROPERTY OWNER: Edward Maslanka

APPLICANT: Edward Maslanka

APPLICANT ADDRESS: 291 Imperial Lane, Lauderdale-By-The-Sea, FL 33308

REQUEST: Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements And Review Procedures,” Division 4 “Adjustments To The Code – Procedures And Requirements,” Section 30-128 “Administrative adjustments” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Level 2 Administrative to permit a 1.7 foot extension of the existing garage into the required 25 foot front setback for the subject property located at 291 Imperial Lane.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on December 4, 2023, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve an administrative adjustment is hereby approved as shown on the plans submitted by Gavy & Associates, Inc., attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the Building Permit approved for the subject property.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of December, 2023

MAYOR CHRIS VINCENT

ATTEST:

Katrina Adler, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney