

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, February 13, 2024

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, February 13, 2024, 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 Mayor Vincent**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. PBFD January 2024 Public Safety Report
 - 7.b. BSO Presentation
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. Development Services Report Q1- FY 24
 - 8.c. Business Outreach Team Report - January 2024
 - 8.d. 75th Update
 - 8.e. December 2023 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for January 9, 2024
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Special Event Application: Community Church Easter Sunrise Service, March 31, 2024
 - 13.b. Special Event Application: Chamber of Commerce Health Fair, March 16, 2024
 - 13.c. Discussion on Permitting Hotels with Restaurants to Serve Food and Alcohol on the Beach
 - 13.d. Resolution 2024-08 A RESOLUTION OF THE TOWN COMMISSION OF THE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JUSTFOIA, INC. FOR SOFTWARE TO PROCESS REQUESTS FOR PUBLIC RECORDS, LOBBYIST REGISTRATION, AND LIEN SEARCHES FOR A ONE-YEAR TERM WITH AUTOMATIC RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

- 15.a.** Ordinance 2024-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO 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: 7.a.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFD January 2024 Public Safety Report

Explanation: PBFD January 2024 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR January 2024 Report
2. Fire Rescue CERT Training Flyer



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – JANUARY 2024

CC: PETE MCGINNIS

Below are the resident complaints for the month of January: 0

Below are the public education events that were held during the month of January:

- Community Event- 2- Friday Night Music and Fire Station Open House.

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of January:

Type	Amount/Number
Plans Reviewed	10
Square Footage	15,006
Plan Review Revision Fee	\$75.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$138,539.00
PBFR Plan Review Fee	\$762.34
PBFR Tech Fee	\$15.24
New Constructions	7
Annual Inspections	4
Meetings	9

Plan Type	Plans Reviewed
30- Apartments	4
38- Business	2
90- Site Plan	4
Grand Total	10

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of January:

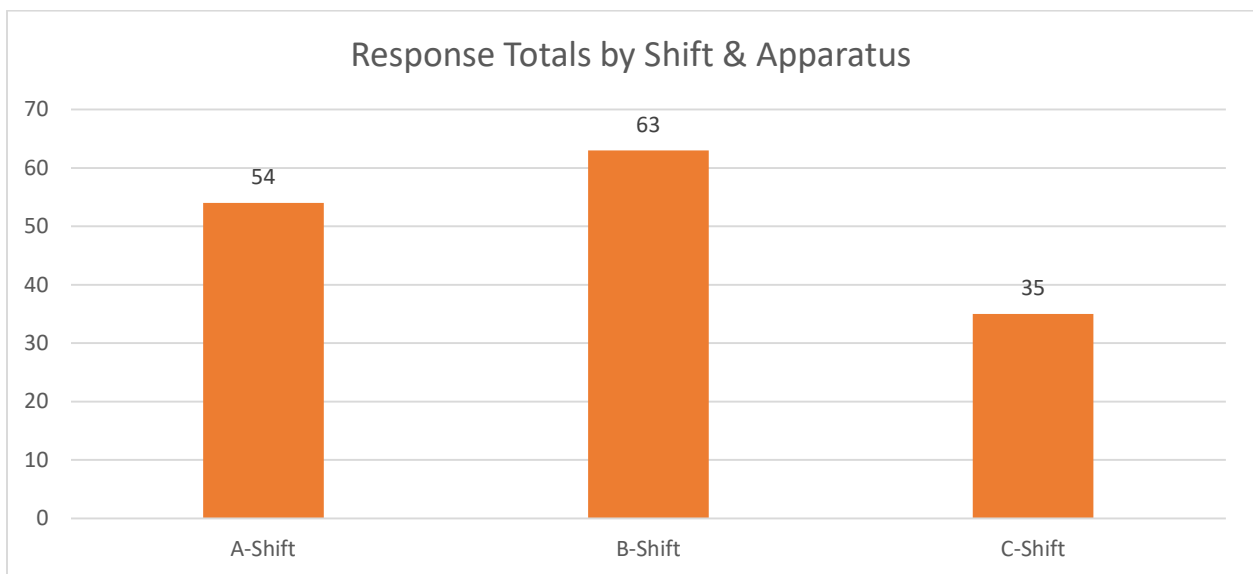
	Assigned	On Going	Completed
12/01/2023 through 12/31/23	0	1	0

Below are the Fire Incidents for the Month of January 2024.

Part III- Breakdown of Fires (Incident Type 110-129)

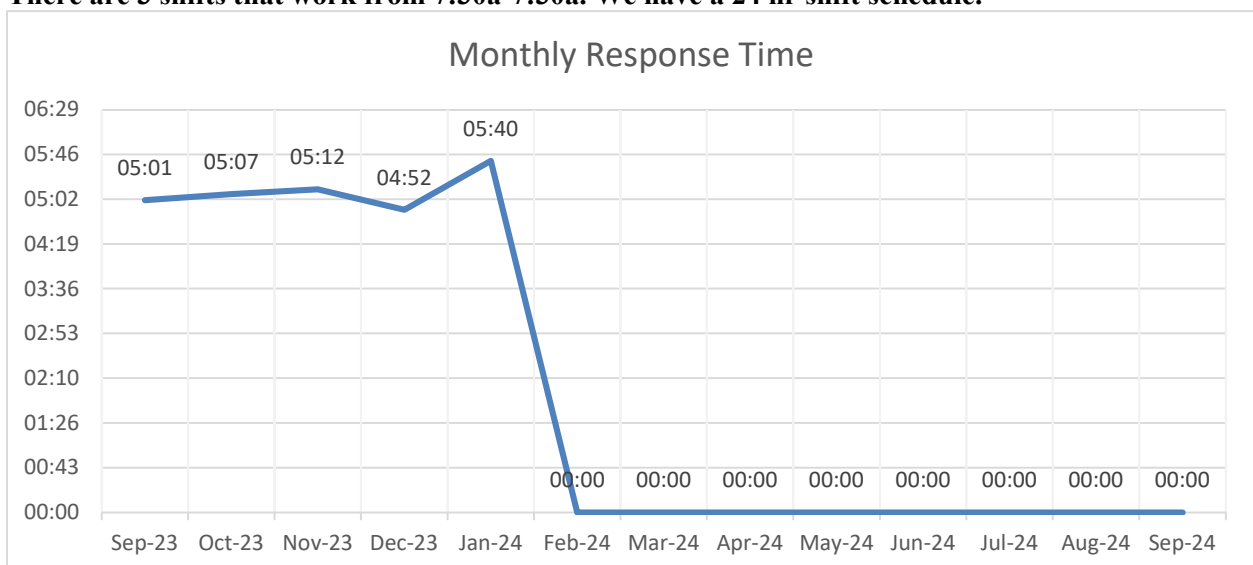
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$0.00			0

PBFR Operational Statistics:



Total call for month: 152

There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene.

Station 12	A-Shift	R12	1/1/24 1:16 AM	1/1/24 1:23 AM	EMS call, excluding vehicle accident with injury	0:06:32
Station 12	A-Shift	R12	1/1/24 3:21 AM	1/1/24 3:30 AM	EMS call, excluding vehicle accident with injury	0:08:24
Station 12	B-Shift	E12	1/1/24 12:40 PM	1/1/24 12:45 PM	Public service assistance, other	0:04:52
Station 12	B-Shift	R12	1/1/24 12:52 PM	1/1/24 12:58 PM	Smoke scare, odor of smoke	0:06:03
Station 12	B-Shift	R12	1/1/24 1:44 PM	1/1/24 1:51 PM	EMS call, excluding vehicle accident with injury	0:06:39
Station 12	B-Shift	R12	1/1/24 4:18 PM	1/1/24 4:23 PM	Medical assist, assist EMS crew	0:05:38
Station 12	B-Shift	R12	1/2/24 12:55 AM	1/2/24 1:01 AM	Dispatched & canceled en route	0:05:22
Station 12	B-Shift	E12	1/2/24 12:55 AM	1/2/24 1:01 AM	Dispatched & canceled en route	0:05:23
Station 12	C-Shift	R12	1/2/24 8:20 PM	1/2/24 8:28 PM	EMS call, excluding vehicle accident with injury	0:08:04
Station 12	C-Shift	R12	1/2/24 8:53 PM	1/2/24 8:59 PM	EMS call, excluding vehicle accident with injury	0:06:00
Station 52	A-Shift	R12	1/3/24 1:03 PM	1/3/24 1:23 PM	EMS call, excluding vehicle accident with injury	0:19:33
Station 12	A-Shift	R12	1/3/24 3:19 PM	1/3/24 3:26 PM	Emergency medical service incident, other	0:07:40
Station 12	A-Shift	E12	1/3/24 5:29 PM	1/3/24 5:36 PM	Defective elevator, no occupants	0:06:26
Station 12	A-Shift	R12	1/3/24 5:51 PM	1/3/24 5:56 PM	EMS call, excluding vehicle accident with injury	0:05:29
Station 12	A-Shift	R12	1/4/24 12:02 AM	1/4/24 12:08 AM	EMS call, excluding vehicle accident with injury	0:06:07
Station 12	B-Shift	R12	1/4/24 9:13 AM	1/4/24 9:20 AM	EMS call, excluding vehicle accident with injury	0:06:10
Station 12	B-Shift	R12	1/4/24 10:26 AM	1/4/24 10:32 AM	EMS call, excluding vehicle accident with injury	0:06:05
Station 12	B-Shift	E12	1/4/24 2:48 PM	1/4/24 2:48 PM	Public service	0:00:13
Station 12	B-Shift	E12	1/4/24 4:10 PM	1/4/24 4:10 PM	EMS call, excluding vehicle accident with injury	0:00:08
Station 12	B-Shift	R12	1/4/24 4:10 PM	1/4/24 4:10 PM	EMS call, excluding vehicle accident with injury	0:00:08
Station	B-	R12	1/4/24	1/4/24	EMS call, excluding	0:06:15

12	Shift		5:59 PM	6:06 PM	vehicle accident with injury	
Station 12	B-Shift	R12	1/4/24 7:54 PM	1/4/24 7:59 PM	EMS call, excluding vehicle accident with injury	0:04:29
Station 12	B-Shift	E12	1/4/24 8:51 PM	1/4/24 8:57 PM	Outside rubbish, trash or waste fire	0:05:46
Station 12	C-Shift	E12	1/5/24 2:00 PM	1/5/24 2:05 PM	Detector activation, no fire - unintentional	0:05:23
Station 12	C-Shift	R12	1/5/24 10:03 PM	1/5/24 10:09 PM	Public service	0:05:42
Station 12	C-Shift	R12	1/6/24 3:35 AM	1/6/24 3:44 AM	EMS call, excluding vehicle accident with injury	0:08:55
Station 12	C-Shift	R12	1/6/24 3:35 AM	1/6/24 3:44 AM	EMS call, excluding vehicle accident with injury	0:08:55
Station 12	A-Shift	E12	1/6/24 8:00 AM	1/6/24 8:06 AM	Smoke detector activation, no fire - unintentional	0:06:15
Station 12	A-Shift	R12	1/6/24 11:50 AM	1/6/24 11:54 AM	EMS call, excluding vehicle accident with injury	0:03:58
Station 12	A-Shift	E12	1/6/24 6:18 PM	1/6/24 6:25 PM	Smoke detector activation, no fire - unintentional	0:06:12
Station 12	A-Shift	E12	1/6/24 7:14 PM	1/6/24 7:17 PM	Alarm system activation, no fire - unintentional	0:03:42
Station 12	A-Shift	R12	1/6/24 8:25 PM	1/6/24 8:29 PM	EMS call, excluding vehicle accident with injury	0:03:43
Station 12	A-Shift	E12	1/7/24 12:15 AM	1/7/24 12:28 AM	Person in distress, other	0:13:08
Station 12	A-Shift	E12	1/7/24 3:35 AM	1/7/24 3:42 AM	Smoke detector activation due to malfunction	0:06:18
Station 12	A-Shift	E12	1/7/24 4:56 AM	1/7/24 5:02 AM	Alarm system sounded due to malfunction	0:05:36
Station 12	B-Shift	E12	1/7/24 4:07 PM	1/7/24 4:16 PM	Gas leak (natural gas or LPG)	0:08:05
Station 12	B-Shift	R12	1/7/24 8:56 PM	1/7/24 9:02 PM	EMS call, excluding vehicle accident with injury	0:05:31
Station 12	B-Shift	R12	1/7/24 11:16 PM	1/7/24 11:27 PM	EMS call, excluding vehicle accident with injury	0:10:32
Station 12	B-Shift	R12	1/8/24 1:38 AM	1/8/24 1:47 AM	EMS call, excluding vehicle accident with injury	0:09:05
Station 12	C-Shift	E12	1/8/24 1:14 PM	1/8/24 1:20 PM	Arcing, shorted electrical equipment	0:06:19
Station 12	C-Shift	R12	1/8/24 3:20 PM	1/8/24 3:25 PM	EMS call, excluding vehicle accident with injury	0:04:50
Station 12	A-Shift	R12	1/9/24 8:35 AM	1/9/24 8:41 AM	EMS call, excluding vehicle accident with injury	0:05:27
Station 12	A-Shift	R12	1/9/24 10:49 AM	1/9/24 10:55 AM	EMS call, excluding vehicle accident with injury	0:06:40

Station 12	A-Shift	R12	1/9/24 12:15 PM	1/9/24 12:20 PM	EMS call, excluding vehicle accident with injury	0:05:07
Station 12	A-Shift	E12	1/9/24 12:15 PM	1/9/24 12:15 PM	EMS call, excluding vehicle accident with injury	0:00:29
Station 12	A-Shift	R12	1/9/24 10:43 PM	1/9/24 10:48 PM	No incident found on arrival at dispatch address	0:05:06
Station 12	A-Shift	E12	1/10/24 12:41 AM	1/10/24 12:50 AM	Public service	0:09:44
Station 12	A-Shift	R12	1/10/24 1:07 AM	1/10/24 1:13 AM	EMS call, excluding vehicle accident with injury	0:05:56
Station 12	B-Shift	R12	1/10/24 8:01 AM	1/10/24 8:05 AM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	B-Shift	E12	1/10/24 9:49 AM	1/10/24 9:49 AM	EMS call, excluding vehicle accident with injury	0:00:00
Station 12	B-Shift	R12	1/10/24 9:49 AM	1/10/24 9:49 AM	EMS call, excluding vehicle accident with injury	0:00:00
Station 12	B-Shift	R12	1/10/24 5:32 PM	1/10/24 5:38 PM	Motor vehicle accident with injuries	0:06:08
Station 12	B-Shift	R12	1/10/24 8:02 PM	1/10/24 8:07 PM	EMS call, excluding vehicle accident with injury	0:05:42
Station 12	B-Shift	E12	1/10/24 8:39 PM	1/10/24 8:45 PM	Medical assist, assist EMS crew	0:05:55
Station 12	C-Shift	R12	1/11/24 10:52 AM	1/11/24 10:57 AM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	C-Shift	R12	1/11/24 1:17 PM	1/11/24 1:23 PM	EMS call, excluding vehicle accident with injury	0:06:09
Station 12	C-Shift	R12	1/11/24 5:00 PM	1/11/24 5:04 PM	EMS call, excluding vehicle accident with injury	0:04:47
Station 12	C-Shift	E12	1/12/24 2:29 AM	1/12/24 2:36 AM	Alarm system sounded due to malfunction	0:07:21
Station 12	C-Shift	E12	1/12/24 3:35 AM	1/12/24 3:40 AM	Alarm system sounded due to malfunction	0:05:14
Station 12	A-Shift	R12	1/12/24 2:41 PM	1/12/24 2:47 PM	No incident found on arrival at dispatch address	0:05:46
Station 12	A-Shift	E12	1/12/24 2:42 PM	1/12/24 2:48 PM	Alarm system activation, no fire - unintentional	0:06:09
Station 12	A-Shift	E12	1/12/24 3:14 PM	1/12/24 3:18 PM	Detector activation, no fire - unintentional	0:04:20
Station 12	A-Shift	E12	1/13/24 12:30 AM	1/13/24 12:39 AM	EMS call, excluding vehicle accident with injury	0:08:25
Station 12	A-Shift	R12	1/13/24 12:55 AM	1/13/24 1:02 AM	EMS call, excluding vehicle accident with injury	0:07:26
Station 12	B-Shift	E12	1/13/24 2:23 PM	1/13/24 2:29 PM	Smoke detector activation, no fire - unintentional	0:06:25

Station 12	B-Shift	R12	1/13/24 3:48 PM	1/13/24 3:54 PM	EMS call, excluding vehicle accident with injury	0:06:06
Station 12	B-Shift	E12	1/14/24 5:41 AM	1/14/24 5:49 AM	Detector activation, no fire - unintentional	0:07:20
Station 12	C-Shift	R12	1/14/24 4:39 PM	1/14/24 4:44 PM	EMS call, excluding vehicle accident with injury	0:04:51
Station 12	C-Shift	R12	1/14/24 8:38 PM	1/14/24 8:45 PM	EMS call, excluding vehicle accident with injury	0:06:16
Station 12	A-Shift	R12	1/15/24 1:36 PM	1/15/24 1:39 PM	EMS call, excluding vehicle accident with injury	0:03:03
Station 12	A-Shift	R12	1/15/24 2:32 PM	1/15/24 2:43 PM	No incident found on arrival at dispatch address	0:10:26
Station 12	A-Shift	R12	1/15/24 4:29 PM	1/15/24 4:33 PM	EMS call, excluding vehicle accident with injury	0:03:18
Station 12	A-Shift	E12	1/16/24 2:42 AM	1/16/24 2:50 AM	EMS call, excluding vehicle accident with injury	0:08:33
Station 12	A-Shift	R12	1/16/24 2:42 AM	1/16/24 2:50 AM	EMS call, excluding vehicle accident with injury	0:08:33
Station 12	B-Shift	E12	1/16/24 10:56 AM	1/16/24 11:01 AM	Unintentional transmission of alarm, other	0:05:16
Station 12	B-Shift	R12	1/16/24 12:22 PM	1/16/24 12:25 PM	EMS call, excluding vehicle accident with injury	0:02:43
Station 12	B-Shift	R12	1/16/24 4:39 PM	1/16/24 4:44 PM	EMS call, excluding vehicle accident with injury	0:04:49
Station 12	B-Shift	R12	1/16/24 5:52 PM	1/16/24 6:00 PM	EMS call, excluding vehicle accident with injury	0:08:17
Station 12	B-Shift	R12	1/16/24 7:38 PM	1/16/24 7:46 PM	EMS call, excluding vehicle accident with injury	0:07:20
Station 12	C-Shift	E12	1/17/24 8:35 AM	1/17/24 8:39 AM	CO detector activation due to malfunction	0:04:29
Station 12	C-Shift	R12	1/17/24 10:53 AM	1/17/24 11:12 AM	EMS call, excluding vehicle accident with injury	0:18:40*
Station 12	C-Shift	R12	1/17/24 4:24 PM	1/17/24 4:28 PM	EMS call, excluding vehicle accident with injury	0:03:32
Station 12	A-Shift	E12	1/18/24 9:56 AM	1/18/24 10:02 AM	Removal of victim(s) from stalled elevator	0:05:57
Station 12	A-Shift	R12	1/18/24 11:47 AM	1/18/24 11:52 AM	EMS call, excluding vehicle accident with injury	0:05:00
Station 12	B-Shift	R12	1/19/24 8:44 AM	1/19/24 8:49 AM	EMS call, excluding vehicle accident with injury	0:05:15
Station 12	B-Shift	R12	1/19/24 1:35 PM	1/19/24 1:39 PM	EMS call, excluding vehicle accident with	0:04:23

					injury	
Station 12	B-Shift	E12	1/19/24 1:58 PM	1/19/24 2:04 PM	Service Call, other	0:06:24
Station 12	B-Shift	R12	1/19/24 6:11 PM	1/19/24 6:16 PM	EMS call, excluding vehicle accident with injury	0:04:55
Station 12	B-Shift	R12	1/19/24 9:46 PM	1/19/24 9:51 PM	EMS call, excluding vehicle accident with injury	0:04:53
Station 12	B-Shift	R12	1/20/24 2:12 AM	1/20/24 2:19 AM	EMS call, excluding vehicle accident with injury	0:06:25
Station 12	C-Shift	E12	1/20/24 1:29 PM	1/20/24 1:31 PM	Public service assistance, other	0:01:42
Station 12	C-Shift	E12	1/20/24 7:54 PM	1/20/24 7:59 PM	Police matter	0:05:15
Station 12	C-Shift	R12	1/20/24 7:53 PM	1/20/24 7:59 PM	Police matter	0:05:41
Station 12	C-Shift	R12	1/20/24 9:53 PM	1/20/24 9:57 PM	EMS call, excluding vehicle accident with injury	0:04:02
Station 12	C-Shift	E12	1/20/24 9:54 PM	1/20/24 9:59 PM	EMS call, excluding vehicle accident with injury	0:04:21
Station 12	C-Shift	R12	1/21/24 4:58 AM	1/21/24 5:04 AM	Police matter	0:05:22
Station 12	B-Shift	E12	1/21/24 10:28 AM	1/21/24 10:36 AM	No incident found on arrival at dispatch address	0:08:06
Station 12	A-Shift	R12	1/21/24 1:50 PM	1/21/24 1:56 PM	EMS call, excluding vehicle accident with injury	0:05:49
Station 12	A-Shift	R12	1/21/24 3:34 PM	1/21/24 3:37 PM	EMS call, excluding vehicle accident with injury	0:02:38
Station 12	A-Shift	R12	1/21/24 6:30 PM	1/21/24 6:33 PM	EMS call, excluding vehicle accident with injury	0:03:02
Station 12	A-Shift	R12	1/21/24 10:45 PM	1/21/24 10:51 PM	EMS call, excluding vehicle accident with injury	0:05:39
Station 12	B-Shift	R12	1/22/24 8:22 AM	1/22/24 8:26 AM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	B-Shift	R12	1/22/24 2:16 PM	1/22/24 2:21 PM	EMS call, excluding vehicle accident with injury	0:05:07
Station 12	B-Shift	E12	1/22/24 2:30 PM	1/22/24 2:36 PM	Motor vehicle accident with injuries	0:05:30
Station 12	B-Shift	R12	1/22/24 5:07 PM	1/22/24 5:11 PM	EMS call, excluding vehicle accident with injury	0:04:52
Station 12	B-Shift	E12	1/22/24 6:53 PM	1/22/24 6:59 PM	EMS call, excluding vehicle accident with injury	0:06:13
Station 12	B-Shift	R12	1/22/24 6:53 PM	1/22/24 6:59 PM	EMS call, excluding vehicle accident with	0:06:13

					injury	
Station 12	B-Shift	E12	1/22/24 7:32 PM	1/22/24 7:35 PM	EMS call, excluding vehicle accident with injury	0:03:02
Station 12	C-Shift	R12	1/23/24 6:15 PM	1/23/24 6:19 PM	EMS call, excluding vehicle accident with injury	0:04:21
Station 12	C-Shift	R12	1/23/24 10:30 PM	1/23/24 10:37 PM	EMS call, excluding vehicle accident with injury	0:07:15
Station 12	C-Shift	R12	1/24/24 3:45 AM	1/24/24 3:51 AM	EMS call, excluding vehicle accident with injury	0:05:19
Station 12	A-Shift	R12	1/24/24 1:15 PM	1/24/24 1:18 PM	EMS call, excluding vehicle accident with injury	0:02:16
Station 12	A-Shift	E12	1/24/24 1:15 PM	1/24/24 1:20 PM	EMS call, excluding vehicle accident with injury	0:04:15
Station 12	A-Shift	E12	1/24/24 2:55 PM	1/24/24 3:01 PM	Alarm system activation, no fire - unintentional	0:06:18
Station 12	A-Shift	R12	1/24/24 5:56 PM	1/24/24 6:00 PM	EMS call, excluding vehicle accident with injury	0:03:19
Station 12	A-Shift	E12	1/24/24 10:07 PM	1/24/24 10:13 PM	Smoke detector activation, no fire - unintentional	0:05:32
Station 12	A-Shift	R12	1/25/24 2:42 AM	1/25/24 2:48 AM	EMS call, excluding vehicle accident with injury	0:05:40
Station 12	A-Shift	R12	1/25/24 6:13 AM	1/25/24 6:18 AM	EMS call, excluding vehicle accident with injury	0:05:01
Station 12	B-Shift	R12	1/25/24 11:04 AM	1/25/24 11:09 AM	Motor vehicle accident with injuries	0:05:43
Station 12	B-Shift	R12	1/25/24 1:14 PM	1/25/24 1:18 PM	EMS call, excluding vehicle accident with injury	0:04:05
Station 12	B-Shift	R12	1/25/24 1:48 PM	1/25/24 1:52 PM	EMS call, excluding vehicle accident with injury	0:03:11
Station 12	B-Shift	R12	1/25/24 2:21 PM	1/25/24 2:24 PM	EMS call, excluding vehicle accident with injury	0:02:30
Station 12	B-Shift	E12	1/25/24 2:48 PM	1/25/24 2:53 PM	EMS call, excluding vehicle accident with injury	0:05:04
Station 12	B-Shift	R12	1/25/24 5:13 PM	1/25/24 5:17 PM	EMS call, excluding vehicle accident with injury	0:03:49
Station 12	B-Shift	E12	1/25/24 5:13 PM	1/25/24 5:17 PM	EMS call, excluding vehicle accident with injury	0:04:43
Station 12	B-Shift	R12	1/25/24 8:56 PM	1/25/24 9:00 PM	Service Call, other	0:03:52
Station 12	B-Shift	E12	1/25/24 10:25 PM	1/25/24 10:31 PM	Malicious, mischievous false call, other	0:05:40

Station 12	B-Shift	E12	1/25/24 10:48 PM	1/25/24 10:53 PM	Removal of victim(s) from stalled elevator	0:05:00
Station 12	B-Shift	E12	1/25/24 11:22 PM	1/25/24 11:36 PM	Defective elevator, no occupants	0:14:32
Station 12	C-Shift	E12	1/26/24 7:26 AM	1/26/24 7:34 AM	Public service assistance, other	0:07:59
Station 12	C-Shift	E12	1/26/24 12:02 PM	1/26/24 12:07 PM	Unintentional transmission of alarm, other	0:04:55
Station 12	C-Shift	E12	1/26/24 4:48 PM	1/26/24 4:53 PM	Unintentional transmission of alarm, other	0:05:15
Station 12	C-Shift	R12	1/26/24 7:48 PM	1/26/24 7:53 PM	EMS call, excluding vehicle accident with injury	0:04:25
Station 12	C-Shift	R12	1/26/24 10:31 PM	1/26/24 10:38 PM	EMS call, excluding vehicle accident with injury	0:06:18
Station 12	A-Shift	R12	1/27/24 11:43 AM	1/27/24 11:47 AM	EMS call, excluding vehicle accident with injury	0:03:58
Station 12	A-Shift	R12	1/27/24 5:41 PM	1/27/24 5:46 PM	EMS call, excluding vehicle accident with injury	0:05:06
Station 12	A-Shift	R12	1/27/24 9:07 PM	1/27/24 9:11 PM	EMS call, excluding vehicle accident with injury	0:04:05
Station 12	A-Shift	R12	1/28/24 12:10 AM	1/28/24 12:16 AM	EMS call, excluding vehicle accident with injury	0:05:28
Station 12	B-Shift	R12	1/28/24 10:21 AM	1/28/24 10:26 AM	EMS call, excluding vehicle accident with injury	0:04:39
Station 12	B-Shift	R12	1/28/24 2:12 PM	1/28/24 2:16 PM	EMS call, excluding vehicle accident with injury	0:04:23
Station 12	B-Shift	R12	1/28/24 4:08 PM	1/28/24 4:11 PM	EMS call, excluding vehicle accident with injury	0:03:46
Station 12	B-Shift	R12	1/28/24 9:11 PM	1/28/24 9:18 PM	EMS call, excluding vehicle accident with injury	0:07:11
Station 12	B-Shift	R12	1/28/24 10:03 PM	1/28/24 10:08 PM	EMS call, excluding vehicle accident with injury	0:04:59
Station 12	B-Shift	E12	1/29/24 2:52 AM	1/29/24 2:58 AM	Smoke detector activation, no fire - unintentional	0:05:48
Station 12	C-Shift	R12	1/29/24 8:32 AM	1/29/24 8:38 AM	EMS call, excluding vehicle accident with injury	0:06:12
Station 12	C-Shift	E12	1/29/24 5:22 PM	1/29/24 5:28 PM	Alarm system sounded due to malfunction	0:05:47
Station 12	C-Shift	E12	1/29/24 6:18 PM	1/29/24 6:24 PM	Alarm system sounded due to malfunction	0:05:28
Station 12	A-Shift	E12	1/30/24 3:16 PM	1/30/24 3:19 PM	EMS call, excluding vehicle accident with injury	0:02:57
Station 12	A-Shift	R12	1/30/24 3:16 PM	1/30/24 3:19 PM	EMS call, excluding vehicle accident with	0:02:57

					injury	
Station 12	A-Shift	E12	1/30/24 6:25 PM	1/30/24 6:30 PM	Removal of victim(s) from stalled elevator	0:04:53
Station 12	A-Shift	E12	1/30/24 8:55 PM	1/30/24 8:58 PM	Smoke detector activation due to malfunction	0:03:50
Station 12	A-Shift	R12	1/30/24 9:55 PM	1/30/24 9:58 PM	EMS call, excluding vehicle accident with injury	0:03:24

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea.**

All reports in the future will include all contractual information that is required.





FREE TRAINING



COMMUNITY EMERGENCY RESPONSE TEAM

8 WEEK SESSION BEGINS MAR 27
WEDNESDAYS | 6PM-9PM

CERT training with the Pompano Beach Fire Rescue Department will include interactive hands-on training. You will learn lifesaving skills that will assist your family and our community during the first critical hours after a disaster.

REGISTER ONLINE TODAY

PompanoBeachFL.gov/forms/cert-application





Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO Presentation

Explanation: Captain Bill Wesolowski will give a presentation regarding the following:

- Auto Theft Prevention
- "While You Were Sleeping" Initiative

Recommendation: N/A

Exhibits: None



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

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 February 13, 2024.



1. Bel Air Sea Wall Update

The Bel Air Sea wall is substantially complete! The construction is done and Staff will begin adjusting the sprinkler system and re-sodding the area next week. In March, we will review the costs and bill the other two property owners to pay for their fair share of the construction costs.

2. Interest on Town Funds

I reported previously that we are working with Truist Bank to improve their services to the Town. We have been able to increase the interest rate on our accounts and that has increased our return by about \$30,000 each of the last two months. This windfall was not budgeted and staff is suggesting that the Town deposit these funds into the CIP fund to save for a new public safety building. Since we do not have an immediate need, we can invest these funds to further increase our reserves for the building.

Commission Action: Support the distribution of interest received to the CIP fund to support a new public safety building.



3. Development Services Team Participate in Winton Park Elementary's Career Safari Extravaganza!

On February 2nd, Muriel Ramirez and David Lee participated in Winston Park Elementary school's Career Safari Extravaganza! They talked to the students about the Built Environment Around Me, the three primary types of communities (rural, suburban and urban); introduced the concept of zoning and talked about the importance of safety on construction sites. It was a great way to give back to the community and maybe even interest some students to become Urban Planners!

4. Town Manager to Speak at International Conference

The International City/County Managers Association (ICMA) conference brings together local government professionals around the world to connect and learn from peers, focus on emerging trends and challenges and provide solutions to help prepare for the future. This year, the ICMA conference will be held in Pittsburgh, PA. I'm pleased to announce that I have been selected as a session presenter to discuss how Lauderdale-By-The-Sea used COVID as a catalyst to redefine our downtown. My presentation will focus on the business and community request to make the removal of downtown parking that was initially a temporary response to COVID permanent.

5. Commission Meeting Date Adjustments

Staff is requesting the following changes to the Commission meeting calendar:

Current Meeting Date	Proposed Meeting Date	Reason
March 26, 2024	April 2, 2024	Reschedule to ensure certification of election completed
September 11, 2024 (Wednesday)	September 12, 2024 (Thursday)	This is the first date available for municipal budget hearings per Broward County
September 24, 2024	September 17, 2024	To accommodate TM professional development conference

6. Recycling

Several residents inquired about expanding our recycling options. In working with our contractor, Waste Management, we were successfully able to add additional types of plastic as well as mixed paper to the items that can be recycled. Glass is still being excluded due to its negative value, meaning that it would cost money to recycle the glass. Staff is working with Conceptual Communications to get the word out regarding these expanded recycling options. Below is a list of the items now included.

1. Aluminum, steel, and tin cans
2. PET bottles with a screw top marked with "#1"
3. HDPE bottles marked with "#2"
4. Plastic containers marked with "#3" through "#7"
5. Newspaper, mail, magazines, glossy inserts, pamphlets, catalogs, and phonebooks
6. Uncoated paperboard (like cereal, food, and snack boxes)
7. Uncoated printing, writing, and office paper
8. Corrugated, uncoated cardboard and containers

7. Upcoming Meetings and Events

Meeting Date	Type	Time
February 22, 2024	Special Magistrate	5:00 PM
February 26, 2024	Commission Meeting	6:30 PM
March 12, 2024	Commission Meeting	6:30 PM
March 19, 2024	General Election	7:00 AM - 7:00 PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By:

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: Development Services Report Q1- FY 24

Explanation: Development Services Quarter 1 FY 24 report prepared by Development Services Director Jhanelle Campbell.

Recommendation:

Exhibits:

1. DSD QUARTERLY REPORT 1- FY 24



DEVELOPMENT SERVICES QUARTERLY REPORT OCTOBER 2023- DECEMBER 2023



Business Tax Receipt Activities

- 14 New businesses opened; 18 applications were received.

New Businesses Opened

BTR License Number	Type of Business	Date Opened	Business Name	Street Number	Street Name	Suite
2802	Vacation Rental	10/03/2023	Marley Sparkey LLC	1901	W. Terra Mar	
2721	Vacation Rental	10/13/2023	Yarlin Tarczynski	262	Tropic Dr.	
2804	Rental	10/24/2023	Gary Cooper	234	Hibiscus Ave	273
2798	Vacation Rental	10/25/2023	Ricardo Calderon	262	Bombay Ave	
2806	Home Office	11/03/2023	Medeconomy Solutions LLC	1572	Blue Water Ter N	
2807	Home Office	11/06/2023	Swirls Donuts	230	Marine Court	
2805	Hotel	11/08/2023	Seaside Villas	4329	El Mar Dr.	
2809	Vacation Rental	11/08/2023	Tonyan Shushanik	1937	Sailfish Pl.	
2813	Vacation Rental	12/06/2023	4637 Bougainvillea By The Sea LLC	4637	Bougainvillea Dr.	
2810	Rental	12/06/2023	Jean Norval	224	Hibiscus Ave	
2815	Rental	12/11/2023	Ilyes and Mitra Yakoub	1500	S. Ocean Blvd	907
2819	Rental	12/13/2023	Jill Zullo	234	Hibiscus Ave	368
2825	Rental	12/29/2023	Sylvie Brunelle	1500	S. Ocean Blvd	602
2824	Rental	12/29/2023	Concetta Teoli	1500	S. Ocean Blvd	1008

Development Services – The following Development Services Division items were addressed during the reporting period.

Address	Issue
1900 E Terra Mar Drive	Variance from Section 30-313(s)(2) and 30-313 (d)(1)(a) of the Town's Code of Ordinances, to permit the construction of a canopy at the property line, within the required side and rear setback.
291 Imperial Lane	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.

Other Applications

Development Services Applications

Type	Number
ROW Permit	3
Lien Search Requests	71
Landscape Permit	2
Sign Permit	5
Conditional Use	0
Administrative Adjustment	3
Architectural Review	2

CODE COMPLIANCE ACTIVITIES

Code Compliance hearings are held on the 4th Thursday of every month.

Code Activity Summary	
Case Inspections	
New Incidents Investigated	103
Total Inspections Completed	163
Cases with Active Violations	
Under Magistrate Jurisdiction	54
Under Code Office Jurisdiction	109
Properties with Active Violations	138
Vacation and Short-Term Rentals	
Registered Units	144

BUILDING DEPARTMENT AND ZONING ACTIVITIES

A list of the Building Department permits activity and fees collected during the reporting is noted below. The total amount of funds collected was \$385,137.63.

	October 2023 - December 2023
Permit Applications	357
Permits Issued	319
Permits over \$100,000	1
Inspections Completed	1321
Funds Collected	\$385,137.63

PERMITS WITH JOB COST OVER \$100,000				
Address	Work Description	Owner	Valuation	Fees Collected
1541 S. Ocean Blvd	Re-Roofing All Flat Roofs on Property 4 Main Buildings	GARDENS BY THE SEA SOUTH CONDO ASSN	\$1,516,118.00	\$24, 234.64

Jhanelle M. Campbell

Jhanelle Campbell, Development Services Director





Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Business Outreach Team Report - January 2024

Explanation: The Business Outreach Team (B.O.T) is committed to providing outreach and support to Lauderdale-By-The-Sea businesses. The team purpose is to help businesses collaborate with Town departments to further streamline development processes. It encourages business retention and growth through marketing and promotional support and seeks to resolve business matters with the Town in a timely manner. This report highlights B.O.T activities for the month of January 2024. The team held its first meeting on January 10th and will meet bi-monthly with the next meeting scheduled for March 6, 2024.

- Visited 25 businesses in our first outreach effort. The team visited 12 (twelve) businesses downtown and 8 (eight) in the westside plazas.
 - During visits, staff discussed ways the Town can assist in promoting news and events through the weekly and quarterly Town Topics newsletter.
 - We assisted one business with BTR issues and communication. Staff were able to update owner information to ensure receipt of future communication.
 - Staff answered questions regarding the use of the right-a-way in the West plaza for special events.
- Updated Town's Business Resource page to provide more information about Business Support
- Spoke with downtown business managers to receive feedback about Friday Night Music.
- Established a dedicated email address businessteam@lbts-fl.gov to facilitate communication
- Distributed information requesting participation in Taste of the Beach

B.O.T Members

Courtney Easley, Administration, Assistant to the Town Manager, courtneye@lbts-fl.gov

Jhanelle Campbell, Development Services, Director, jhanellec@lbts-fl.gov

Muriel Ramirez, Development Services, Assistant Director, murielr@lbts-fl.gov

Leroy Chasmer, Public Works, Supervisor, leroyc@lbts-fl.gov,
Katie Anderson, Special Events & Marketing, Senior Coordinator, katiea@lbts-fl.gov
Christopher Sutter, BSO, Lieutenant, christopher_sutter@sheriff.org
Gordon Chase, Public Works, Downtown Ambassador, gordonc@lbts-fl.gov

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: February 13, 2024

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

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: 75th Update

Explanation: We are just six weeks into our Town's 75th Anniversary celebration.

You may have started to notice a shift in the branding throughout Town as we acknowledge this milestone occasion. Banners are displayed in the Connie Hoffman Pavilion, in the medians throughout Town, and at several neighborhood entrances. Street banners are in production and will be up any day, filling our streets with the colors and the iconic Pelican of Lauderdale-By-The-Sea. Town Staff email signatures have been updated to showcase our Anniversary to those far and wide, and the website has gotten a small makeover as well. The weekly Town Topics e-blasts have, and will continue to include, a "fun fact" about the Town's history for all to enjoy and reminisce on.

As previously presented, each of the Town's 5 annual events will be enhanced with special components to highlight the Anniversary occasion. We are looking forward to a lot of fun this year!

In addition to these regularly scheduled events, the Town will be hosting two new events specific to invoke the nostalgia from the history this Town holds. We will be bringing back Taste of the Beach in March - as our first additional event. A Founders Day picnic takes place in the Fall - the exact date to be determined.

Taste of the Beach

We are excited to welcome our residents and neighbors to join us Wednesday, March 6th as we bring you a mouthwatering assortment of flavors from all our Town has to offer. From savory seafood to tantalizing desserts, there will be something to satisfy every craving. The event will be held in El Prado Park + Parking Lot from 5:00 to 8:00 p.m. In addition to delectable bites and refreshing sips, we will have live music to enjoy while you mingle with friends and neighbors. A big "thank you" to Peggy from Aruba Beach Cafe as she has been instrumental in the preparation, recruitment, and logistical planning to make this event a success.

Tickets can be purchased here: [Taste of the Beach Tickets, Wed, Mar 6, 2024 at 5:00 PM | Eventbrite](#) . Tickets are limited as we want to ensure a positive experience for all those who attend, so be sure to secure yours early. We certainly hope to see you all then!

Recommendation: No Recommendation.

Exhibits: None



Agenda Item No: 8.e.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: December 2023 Finance Report

Explanation: Presented is the December 2023 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of December, the Town was 25% through the fiscal year.

Recommendation: N/A

Exhibits:

1. December 2023 Finances
2. Revenue Expenditure Report-December 2013
3. Cash Investment Report December 2023

The following is a summary of the operating results through 12/31/23:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 11,370,577.49	69.28%	\$ 3,854,216.14	23.48%	\$ 7,516,361.35
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 381,368.96	33.49%	\$ 163,933.36	14.40%	\$ 217,435.60
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 174,950.63	10.89%	\$ 286,825.29	17.85%	\$ (111,874.66)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 1,009,012.49	86.02%	\$ 241,930.82	20.62%	\$ 767,081.67
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 626,664.26	31.26%	\$ 1,836,561.67	43.97%	\$ (1,209,897.41)
Parking Fund	\$ 3,961,895.00	\$ 800,000.00	\$ 3,161,895.00	\$ 905,747.59	28.65%	\$ 494,386.72	12.48%	\$ 411,360.87
Grand Total	\$ 29,393,754.00	\$ 3,895,416.00	\$ 25,498,338.00	\$ 14,468,321.42		\$ 6,877,854.00		\$ 7,590,467.42

Notable items this month are as follows:

General Fund:

- During December, the Town collected \$7,554,686.92 in ad valorem revenues. This is consistent with the Town's expectations. This is the month in which the Town expects the largest bulk of this revenue.
- All other revenues and expenses are within expectations for the 3rd month of the fiscal year.

Building Fund:

- Building income and expenses are within expectations.

Sewer Fund:

- Sewer revenues are a bit below expectations; the reason being is that not all revenues have been collected from the City of Fort Lauderdale.
- Expenditures are within expectations.

Fire Fund:

- During the month of December, the Town received \$673,123.33 in Fire Assessment Fee revenues which is 82.11% of the amount that was budgeted.
- Expenditures are within budget.

Capital Project Fund:

- Activity for the month of December for capital projects is displayed in the chart below:

DECEMBER, 2023 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>December Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
75th Anniversary Art Installation	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month of December.
Downtown Enhancement	\$ 2,000,000.00	\$ 1,654,998.87	\$ 107,596.67	82.75%	Substantially completed.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of December.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ -	\$ -	0.00%	No activity for the month of December.
Canal Dredging	\$ 75,000.00	\$ 1,400.00	\$ -	1.87%	No activity for the month of December.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of December.
Beach Renourishment	\$ 116,667.00	\$ -	\$ -	0.00%	No activity for the month of December.
Pedestrian Amenities	\$ 75,000.00	\$ 53,280.16	\$ -	71.04%	No activity for the month of December.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of December.
El Mar Drive	\$ 300,000.00	\$ 97,975.30	\$ -	32.66%	No activity for the month of December.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ -	\$ -	0.00%	No activity for the month of December.
Totals:	\$ 4,048,345.00	\$ 1,807,654.33	\$ 107,596.67		

Parking Fund:

- Parking revenues are a bit below expectations compared to last year at the same time; expenditures are within expectations.

Below is a breakdown of revenue by lots:

	<u>August, 2023</u>		<u>September, 2023</u>		<u>October, 2023</u>		<u>November, 2023</u>		<u>December, 2023</u>	
South Ocean	\$ 23,363.32	\$ 778.31	\$ 17,455.34	\$ 2,912.40	\$ 20,998.05	\$ 6,061.85	\$ 18,045.64	\$ (87.64)	\$ 16,765.10	\$ (196.91)
Ocean Front Meters	\$ 41,430.72	\$ (4,566.43)	\$ 31,413.74	\$ (4,946.62)	\$ 33,440.88	\$ (620.27)	\$ 30,489.77	\$ (6,185.52)	\$ 30,234.36	\$ 556.21
Commercial Blvd. Meters	\$ 9,261.55	\$ 2,145.47	\$ 7,414.29	\$ 4,734.41	\$ 8,943.82	\$ 4,196.62	\$ 7,705.20	\$ 752.55	\$ 8,409.38	\$ 1,610.13
Parking Meters-Beach	\$ 21,695.42	\$ (1,913.40)	\$ 15,551.52	\$ (236.59)	\$ 16,073.85	\$ 2,017.05	\$ 12,902.60	\$ (2,178.03)	\$ 10,889.32	\$ (1,013.26)
Palm Portal-FDG	\$ 14,667.43	\$ 1,706.57	\$ 10,081.87	\$ 1,142.32	\$ 10,131.75	\$ 1,585.05	\$ 8,253.61	\$ (199.82)	\$ 5,618.08	\$ (1,444.54)
El Prado Parking Lot	\$ 58,474.21	\$ 4,784.52	\$ 41,825.62	\$ 907.08	\$ 46,003.41	\$ 9,256.98	\$ 38,171.41	\$ (4,660.63)	\$ 30,362.03	\$ (5,741.27)
Town Hall Parking Lot	\$ 1,651.08	\$ 193.44	\$ 1,137.97	\$ (912.42)	\$ 1,156.33	\$ (58.56)	\$ 717.73	\$ (365.54)	\$ 861.05	\$ (131.27)
El Mar Parking Lot	\$ 24,791.91	\$ (3,763.92)	\$ 18,288.75	\$ (1,953.39)	\$ 21,704.64	\$ (363.38)	\$ 19,433.09	\$ (5,620.32)	\$ 18,270.04	\$ (1,066.76)
A1A Parking Lot	\$ 59,120.46	\$ 2,174.50	\$ 39,620.90	\$ 1,864.50	\$ 49,055.69	\$ 8,407.35	\$ 43,740.47	\$ (2,746.45)	\$ 40,919.00	\$ 177.42
Bougainvillea/Poinciana	\$ 20,876.01	\$ 5,261.34	\$ 16,257.46	\$ 4,189.34	\$ 17,764.80	\$ 6,560.66	\$ 15,926.19	\$ 3,205.60	\$ 15,247.34	\$ 2,278.24
Monthly Total:	\$ 275,332.11		\$ 199,047.46		\$ 225,273.22		\$ 195,385.71		\$ 177,575.70	
<i>Difference from last year \$:</i>	<i>\$ 6,800.40</i>		<i>\$ 7,701.03</i>		<i>\$ 37,043.35</i>		<i>\$ (18,085.80)</i>		<i>\$ (4,972.01)</i>	
<i>Difference from last year %:</i>	<i>2.53%</i>		<i>4.02%</i>		<i>19.68%</i>		<i>-8.47%</i>		<i>-2.72%</i>	

Note:

- December 2023 parking lot revenue was 2.72% lower than December 2022.

The top producing lots for the month of December were:

1. A1A Parking Lot
2. El Prado Parking Lot

3. Ocean Front Meters

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines that are collected at Town Hall, Municipal Citations and RTR Financial Services, Inc. that is assisting with the past due uncollected parking fines.

Parking Fines	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
	\$ 1,220.00	\$ 19,535.00	\$ 15,135.00	\$ 1,707.00	\$ 1,655.00	\$ 27,710.00



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

	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	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - NonDesignated Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	7,554,686.92	10,511,841.73	-2,038,708.27	83.76 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	7,554,686.92	10,511,841.73	-2,038,708.27	83.76%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	98,192.35	206,322.49	-760,377.51	21.34 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	1,084.88	2,040.11	-19,959.89	9.27 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	22,443.95	31,585.17	-150,414.83	17.35 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	121,721.18	239,947.77	-930,752.23	20.50%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	73,291.83	156,340.37	-506,659.63	23.58 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	10,023.20	24,271.68	-132,727.32	15.46 %
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	1,014.92	1,853.74	-20,146.26	8.43 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	851,799.00	851,799.00	84,329.95	182,465.79	-669,333.21	21.42%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	33,514.52	65,480.36	-34,519.64	65.48 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	2,892.00	10,432.00	-29,568.00	26.08 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	0.00	703.16	203.16	140.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	30.00	-2,470.00	1.20 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	36,406.52	76,645.52	-68,354.48	52.86%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,703.58	53,110.75	-126,889.25	29.51 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	0.00	-16,700.00	0.00 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	40,976.84	80,990.58	-419,009.42	16.20 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	6,376.29	16,646.74	-50,853.26	24.66 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	4,419.75	11,433.67	-36,566.33	23.82 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	24,558.95	47,549.51	-277,450.49	14.63 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	94,035.41	209,731.25	-961,852.75	17.90%
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	12,850.00	12,850.00	110.00	470.00	-12,380.00	3.66 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	110.00	470.00	-14,380.00	3.16%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	3,174.09	7,097.55	-24,902.45	22.18 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	8,600.00	50,600.00	25,600.00	202.40 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	11,774.09	57,697.55	-2,302.45	96.16%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	13,888.86	23,524.38	-1,475.62	94.10 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	11,000.00	32,800.00	-87,200.00	27.33 %
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	13,850.00	3,850.00	138.50 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	5,975.01	7,622.01	-93,512.99	7.54 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	70.00	1,735.00	-13,265.00	11.57 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	621.46	951.14	-4,048.86	19.02 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	5,945.00	11,195.35	9,695.35	746.36 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	100.00	-400.00	20.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	37,500.33	91,777.88	-206,357.12	30.78%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	9,793.86	19,587.72	102,968.28	15.98 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	671.52	1,343.00	8,148.00	14.15 %
001-511000-500220	Retirement	55,124.00	55,124.00	3,922.58	9,395.94	45,728.06	17.05 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	17,825.76	26,957.47	53,042.53	33.70 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	131.25	281.25	7,018.75	3.85 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	0.00	858.00	2,142.00	28.60 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	1,677.00	4,323.00	27.95 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	368.80	1,221.62	13,978.38	8.04 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	32,713.77	61,322.00	258,849.00	19.15%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	4,027.14	8,235.96	68,731.04	10.70 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	308.08	630.05	5,335.95	10.56 %
001-511200-500220	Retirement	13,130.00	13,130.00	388.96	898.37	12,231.63	6.84 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	252.97	738.51	3,461.49	17.58 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	0.00	63.75	9,936.25	0.64 %
001-511200-500430	Electric Service	2,000.00	2,000.00	105.70	371.28	1,628.72	18.56 %
001-511200-500431	Water Service	5,050.00	5,050.00	359.18	1,029.31	4,020.69	20.38 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	183.57	2,816.43	6.12 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	0.00	0.00	5,775.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	124.38	1,169.94	6,880.06	14.53 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	5,627.60	13,320.74	135,317.26	8.96%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	74,321.91	150,530.05	482,996.95	23.76 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	450.36	1,412.73	2,587.27	35.32 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	4,003.27	8,449.98	40,512.02	17.26 %
001-513000-500220	Retirement	147,570.00	147,570.00	11,556.56	31,999.72	115,570.28	21.68 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	23,212.02	40,145.13	94,854.87	29.74 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	0.00	34,500.00	0.00 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	3,500.00	4,000.00	43,000.00	8.51 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	164.00	342.00	4,658.00	6.84 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	8,798.17	20,649.72	32,250.28	39.04 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	1,443.95	6,963.64	47,009.36	12.90 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-513000-500508	Postage	6,500.00	6,500.00	153.74	3,366.62	3,133.38	51.79 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	1,299.77	2,425.84	5,574.16	30.32 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	0.00	500.00	0.00 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	120.00	2,897.73	6,777.27	29.95 %
001-513000-500545	Training	22,000.00	22,000.00	0.00	1,738.39	20,261.61	7.90 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	2,620.29	5,518.73	18,231.27	23.24 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	131,644.04	280,440.28	956,616.72	22.67%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	16,024.60	46,513.60	313,486.40	12.92 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	625.00	97,375.00	0.64 %
001-514000-500319	Ethics Research, Training & Op	0.00	0.00	361.20	361.20	-361.20	0.00 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	16,385.80	47,499.80	410,500.20	10.37%
Department: 519000 - General							
001-519000-500311	Advertisements	7,500.00	7,500.00	791.50	976.80	6,523.20	13.02 %
001-519000-500315	Professional Services	260,500.00	260,500.00	23,888.86	54,570.77	205,929.23	20.95 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	1,004.15	18,967.78	81,732.22	18.84 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	19,734.24	59,202.72	190,797.28	23.68 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	0.00	185,637.75	93,862.25	66.42 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	0.00	12,205.75	69,794.25	14.89 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	6,000.00	16,000.00	27.27 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	0.00	0.00	0.00	1,495.50	-1,495.50	0.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	-14,459.48	49,196.33	42,803.67	53.47 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	-4,148.94	13,959.98	46,040.02	23.27 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	26,810.33	402,213.38	852,211.62	32.06%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	7,768.26	15,512.26	124,256.74	11.10 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	118.47	340.35	4,659.65	6.81 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	603.76	1,213.57	9,899.43	10.92 %
001-519100-500220	Retirement	19,713.00	19,713.00	729.58	1,753.25	17,959.75	8.89 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	3,423.57	5,431.51	24,568.49	18.11 %
001-519100-500311	Advertisements	23,000.00	23,000.00	7,045.00	7,045.00	15,955.00	30.63 %
001-519100-500315	Professional Services	60,000.00	60,000.00	2,640.25	2,640.25	57,359.75	4.40 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	0.00	0.00	6,524.00	0.00 %
001-519100-500347	Programs	10,300.00	10,300.00	87.20	1,186.17	9,113.83	11.52 %
001-519100-500495	Special Events	240,800.00	240,800.00	12,244.27	29,376.71	211,423.29	12.20 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	0.00	1,495.50	10,504.50	12.46 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	434.00	459.00	2,341.00	16.39 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	17.38	17.38	1,232.62	1.39 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	35,111.74	66,470.95	495,798.05	11.82%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	7,336.41	7,336.41	72,663.59	9.17 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	499,844.92	1,463,227.02	4,534,914.98	24.39 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equip't & Mach	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	507,181.33	1,475,559.62	4,630,582.38	24.17%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	38,333.33	114,999.99	345,000.01	25.00 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	38,333.33	114,999.99	345,000.01	25.00%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	31,850.03	63,720.21	218,073.79	22.61 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	0.00	49.66	6,950.34	0.71 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	2,518.98	5,041.52	16,783.48	23.10 %
001-524000-500220	Retirement	56,454.00	56,454.00	4,307.03	11,644.63	44,809.37	20.63 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	12,020.19	20,109.96	50,890.04	28.32 %
001-524000-500315	Professional Services	55,000.00	55,000.00	2,908.26	2,908.26	52,091.74	5.29 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	19,549.52	67,824.84	253,500.16	21.11 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	650.00	8,850.00	6.84 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500508	Postage	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	228.43	228.43	2,971.57	7.14 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	825.00	825.00	5,175.00	13.75 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500545	Training	7,500.00	7,500.00	0.00	616.02	6,883.98	8.21 %
001-524000-500550	Operating Expenses	12,000.00	12,000.00	100.17	655.45	11,344.55	5.46 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	74,307.61	174,273.98	687,124.02	20.23 %
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	104,721.00	209,608.01	861,706.99	19.57 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	11,246.46	14,910.48	50,089.52	22.94 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	9,085.87	17,619.14	65,483.86	21.20 %
001-541100-500220	Retirement	163,094.00	163,094.00	11,236.75	29,044.32	134,049.68	17.81 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	54,902.15	89,529.02	195,470.98	31.41 %
001-541100-500315	Professional Services	50,000.00	50,000.00	5,740.85	7,236.92	42,763.08	14.47 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,103.24	3,096.90	14,903.10	17.21 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	29,148.45	104,840.91	639,959.09	14.08 %
001-541100-500410	Communications	60,000.00	60,000.00	6,498.52	18,695.91	41,304.09	31.16 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,227.63	14,215.34	43,784.66	24.51 %
001-541100-500431	Water Service	180,000.00	180,000.00	17,438.01	49,860.94	130,139.06	27.70 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,359.90	16,050.54	53,949.46	22.93 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	6,718.99	9,771.19	10,228.81	48.86 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	2,613.91	12,134.84	27,865.16	30.34 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	2,611.24	12,382.41	7,617.59	61.91 %
001-541100-500462	Fuel	60,000.00	60,000.00	0.00	5,357.54	54,642.46	8.93 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	959.12	7,955.28	13,044.72	37.88 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
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	0.00	742.76	106,757.24	0.69 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	17.50	17.50	1,482.50	1.17 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	4,990.45	25,080.89	100,419.11	19.98 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	2,894.67	9,023.55	10,976.45	45.12 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	5,818.01	7,504.24	47,495.76	13.64 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	2,738.85	3,887.04	96,112.96	3.89 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	3,095.39	5,185.70	44,814.30	10.37 %
001-541100-500532	Signs	12,500.00	12,500.00	0.00	770.66	11,729.34	6.17 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	264.00	264.00	12,236.00	2.11 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	85.58	2,914.42	2.85 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	215.00	1,730.00	555.00	75.71 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	200.00	7,800.00	2.50 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	33,030.84	68,112.86	76,887.14	46.97 %
001-541100-500624	Capital Outlay-bldg. Improvem	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
001-541100-500640	Capital Outlay - Equip & Mach	20,000.00	20,000.00	3,101.73	3,101.73	16,898.27	15.51 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	3,458.26	10,773.27	42,673.73	20.16 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	333,236.79	758,789.47	3,075,354.53	19.79 %
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	8,032.08	27,203.24	82,796.76	24.73 %
001-572000-500430	Electric Service	0.00	0.00	28.10	98.08	-98.08	0.00 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	153.49	563.98	1,836.02	23.50 %
001-572000-500495	Special Events	0.00	0.00	-36.11	-36.11	36.11	0.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-572000-500550	Operating Expenses	0.00	0.00	496.74	496.74	-496.74	0.00 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	8,674.30	28,325.93	85,074.07	24.98 %
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	0.00	375,000.00	1,125,000.00	25.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	0.00	-375,000.00	975,000.00	27.78 %
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	6,730,537.76	7,516,361.35	7,516,361.35	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 000000 - NonDesignated Total:		115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,088,593.00	1,088,593.00	131,190.70	376,579.76	-712,013.24	34.59 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	483.00	4,789.20	-45,210.80	9.58 %
Department: 302100 - Building Permit and Inpection Total:		1,138,593.00	1,138,593.00	131,673.70	381,368.96	-757,224.04	33.49%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	113,896.00	113,896.00	12,430.33	21,982.87	91,913.13	19.30 %
102-524100-500210	Employer Fica Taxes	8,713.00	8,713.00	950.91	1,655.31	7,057.69	19.00 %
102-524100-500220	Retirement	26,984.00	26,984.00	2,938.27	4,171.84	22,812.16	15.46 %
102-524100-500230	Group Insurance	30,000.00	30,000.00	5,855.86	9,239.11	20,760.89	30.80 %
102-524100-500315	Professional Services	100,000.00	100,000.00	7,844.16	10,905.05	89,094.95	10.91 %
102-524100-500345	Contractual Services	70,000.00	70,000.00	2,967.50	4,535.94	65,464.06	6.48 %
102-524100-500402	Building Permit Services	800,000.00	800,000.00	109,246.22	109,246.22	690,753.78	13.66 %
102-524100-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	245.02	745.02	754.98	49.67 %
102-524100-500640	Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,452.00	-1,452.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 524100 - Building Total:		1,253,593.00	1,253,593.00	142,478.27	163,933.36	1,089,659.64	13.08%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-10,804.57	217,435.60	217,435.60	0.00%
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000000 - NonDesignated Total:		100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,605,217.00	1,605,217.00	78,086.68	173,844.18	-1,431,372.82	10.83 %
Department: 304000 - Charges for Services Total:		1,605,217.00	1,605,217.00	78,086.68	173,844.18	-1,431,372.82	10.83%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	2,000.00	2,000.00	0.00	1,106.45	-893.55	55.32 %
Department: 306000 - Miscellaneous Revenues Total:		2,000.00	2,000.00	0.00	1,106.45	-893.55	55.32%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	107,528.00	107,528.00	11,491.10	24,346.15	83,181.85	22.64 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	975.14	2,434.40	3,565.60	40.57 %
103-535000-500210	Employer Fica Taxes	8,226.00	8,226.00	953.98	2,049.43	6,176.57	24.91 %
103-535000-500220	Retirement	22,213.00	22,213.00	2,247.11	4,688.86	17,524.14	21.11 %
103-535000-500230	Group Insurance	17,500.00	17,500.00	5,136.74	6,741.85	10,758.15	38.52 %
103-535000-500340	Sewer/wastewater	975,000.00	975,000.00	74,790.24	238,125.01	736,874.99	24.42 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	823.69	1,644.78	58,355.22	2.74 %
103-535000-500430	Electric Service	28,000.00	28,000.00	2,544.95	6,691.80	21,308.20	23.90 %
103-535000-500431	Water Service	500.00	500.00	43.63	103.01	396.99	20.60 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
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	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	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	0.00	75,000.00	0.00 %
Department: 535000 - Sanitary Sewers Total:		1,707,217.00	1,707,217.00	99,006.58	286,825.29	1,420,391.71	16.80%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	-20,919.90	-111,874.66	-111,874.66	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
Department: 000000 - NonDesignated Total:		198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,135,015.00	1,135,015.00	673,123.33	931,961.94	-203,053.06	82.11 %
Department: 301050 - Fire Assessment Total:	1,135,015.00	1,135,015.00	673,123.33	931,961.94	-203,053.06	82.11%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	37,000.00	37,000.00	49,634.00	76,496.48	39,496.48	206.75 %
Department: 304000 - Charges for Services Total:	37,000.00	37,000.00	49,634.00	76,496.48	39,496.48	206.75%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	554.07	-445.93	55.41 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	554.07	-445.93	55.41%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	74,000.00	74,000.00	3,852.00	6,930.80	67,069.20	9.37 %
115-522000-500345 Contractual Services	940,000.00	940,000.00	78,333.34	235,000.02	704,999.98	25.00 %
115-522000-500520 Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemnt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 522000 - Fire Department Total:	1,372,000.00	1,372,000.00	82,185.34	241,930.82	1,130,069.18	17.63%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	640,571.99	767,081.67	767,081.67	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - NonDesignated						
300-000000-380200 Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204 Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207 Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - NonDesignated Total:	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues						
300-306000-361100 Interest Earnings	5,000.00	5,000.00	0.00	1,664.26	-3,335.74	33.29 %
Department: 306000 - Miscellaneous Revenues Total:	5,000.00	5,000.00	0.00	1,664.26	-3,335.74	33.29%
Department: 519000 - General						
300-519000-500120 Regular Salaries	82,530.00	82,530.00	8,760.26	17,402.57	65,127.43	21.09 %
300-519000-500210 Employer Fica Taxes	6,314.00	6,314.00	670.15	1,331.29	4,982.71	21.08 %
300-519000-500220 Retirement	23,216.00	23,216.00	2,422.80	4,829.59	18,386.41	20.80 %
300-519000-500230 Group Insurance	16,500.00	16,500.00	3,346.91	5,343.89	11,156.11	32.39 %
Department: 519000 - General Total:	128,560.00	128,560.00	15,200.12	28,907.34	99,652.66	22.49%
Department: 539100 - 75th Anniversary Art Installation						
300-539100-500630 Cap Outlay Imp other than bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 539100 - 75th Anniversary Art Installation Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
Department: 541102 - Downtown Enhancement						
300-541102-500630 Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	107,596.67	1,654,998.87	345,001.13	82.75 %
Department: 541102 - Downtown Enhancement Total:	2,000,000.00	2,000,000.00	107,596.67	1,654,998.87	345,001.13	82.75%
Department: 541103 - Opticome Emergency Vehicle System						
300-541103-500630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	0.00	375,000.00	-625,000.00	37.50 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	0.00	250,000.00	-750,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	0.00	625,000.00	-1,375,000.00	31.25%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-122,796.79	-1,209,897.41	-1,209,897.41	0.00%
Fund: 310 - Parking Fund						
Department: 000000 - NonDesignated						
310-000000-380200 Appropriated Fund Balance	0.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Department: 000000 - NonDesignated Total:	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	0.00	70,000.00	49,204.00	336.60 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	0.00	70,000.00	49,204.00	336.60%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	27,809.80	71,284.80	-73,715.20	49.16 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	94,024.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	16,765.10	55,808.79	-138,191.21	28.77 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	30,234.36	94,165.01	-225,834.99	29.43 %
310-304000-344553 Commerical Blvd. Meters	80,000.00	80,000.00	8,409.38	25,058.40	-54,941.60	31.32 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	10,889.32	39,865.77	-179,134.23	18.20 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	5,618.08	24,003.44	-70,996.56	25.27 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	30,362.03	114,536.85	-485,463.15	19.09 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	861.05	2,734.71	-30,265.29	8.29 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	18,270.04	59,407.77	-225,592.23	20.84 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	40,919.00	133,715.16	-487,759.84	21.52 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	15,247.34	48,938.33	-146,061.67	25.10 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	299,409.50	763,543.03	-2,117,955.97	26.50%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	27,710.00	31,072.00	-78,928.00	28.25 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	27,710.00	31,072.00	-78,928.00	28.25%
Department: 306000 - Miscellaneous Revenues						
310-306000-311180 Parking Sales tax	0.00	0.00	1,382.52	1,382.52	1,382.52	0.00 %
310-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	3,890.73	1,890.73	194.54 %
310-306000-362001 Bougainvilla Rent	147,600.00	147,600.00	12,725.00	35,859.31	-111,740.69	24.29 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	14,107.52	41,132.56	-108,467.44	27.50%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	25,274.85	60,932.49	157,640.51	27.88 %
310-545000-500140 Overtime Salaries	4,000.00	4,000.00	1,531.60	1,799.35	2,200.65	44.98 %
310-545000-500210 Employer Fica Taxes	16,721.00	16,721.00	1,602.96	3,884.80	12,836.20	23.23 %
310-545000-500220 Retirement	41,677.00	41,677.00	4,010.39	8,847.77	32,829.23	21.23 %
310-545000-500230 Group Insurance	62,000.00	62,000.00	12,304.27	19,241.24	42,758.76	31.03 %
310-545000-500345 Contractual Services	510,000.00	510,000.00	31,027.40	78,113.50	431,886.50	15.32 %
310-545000-500353 Parking Alternatives	175,000.00	175,000.00	9,683.89	30,357.26	144,642.74	17.35 %
310-545000-500410 Communications	3,500.00	3,500.00	144.56	430.04	3,069.96	12.29 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500430	Electric Service	9,600.00	9,600.00	739.91	2,024.93	7,575.07	21.09 %
310-545000-500431	Water Service	27,500.00	27,500.00	1,050.60	2,912.41	24,587.59	10.59 %
310-545000-500445	Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461	Vehicle Maintenance	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
310-545000-500462	Fuel	25,000.00	25,000.00	0.00	1,774.58	23,225.42	7.10 %
310-545000-500463	Service Maintenance Contracts	45,000.00	45,000.00	17,100.00	26,220.00	18,780.00	58.27 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
310-545000-500508	Postage	3,000.00	3,000.00	31.68	31.68	2,968.32	1.06 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	855.54	2,887.30	10,112.70	22.21 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	0.00	38,000.00	0.00 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	35,000.00	35,000.00	1,431.73	2,515.24	32,484.76	7.19 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640	Capital Outlay - Equip & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	22,824.00	22,824.00	804.71	2,414.13	20,409.87	10.58 %
Department: 545000 - Parking Operations Total:		1,361,895.00	1,361,895.00	107,594.09	244,386.72	1,117,508.28	17.94%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	800,000.00	1,600,000.00	0.00	0.00	1,600,000.00	0.00 %
Department: 545152 - Land Acquisitions Total:		800,000.00	1,600,000.00	0.00	0.00	1,600,000.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,000,000.00	1,000,000.00	0.00	250,000.00	750,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:		1,000,000.00	1,000,000.00	0.00	250,000.00	750,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	233,632.93	411,360.87	411,360.87	0.00%
Report Surplus (Deficit):		0.00	0.00	7,450,221.42	7,590,467.42	7,590,467.42	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	7,554,686.92	10,511,841.73	-2,038,708.27	83.76%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	121,721.18	239,947.77	-930,752.23	20.50%
301600 - Franchise Taxes	851,799.00	851,799.00	84,329.95	182,465.79	-669,333.21	21.42%
302000 - Licenses & Permits	145,000.00	145,000.00	36,406.52	76,645.52	-68,354.48	52.86%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	94,035.41	209,731.25	-961,852.75	17.90%
304000 - Charges for Services	14,850.00	14,850.00	110.00	470.00	-14,380.00	3.16%
305000 - Fines & Forfeitures	60,000.00	60,000.00	11,774.09	57,697.55	-2,302.45	96.16%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	37,500.33	91,777.88	-206,357.12	30.78%
511000 - Commission	320,171.00	320,171.00	32,713.77	61,322.00	258,849.00	19.15%
511100 - Donation-Non Profits	66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21%
511200 - Visitor Center	148,638.00	148,638.00	5,627.60	13,320.74	135,317.26	8.96%
513000 - Administration	1,237,057.00	1,237,057.00	131,644.04	280,440.28	956,616.72	22.67%
514000 - Town Attorney	458,000.00	458,000.00	16,385.80	47,499.80	410,500.20	10.37%
519000 - General	1,254,425.00	1,254,425.00	26,810.33	402,213.38	852,211.62	32.06%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	35,111.74	66,470.95	495,798.05	11.82%
521000 - Police Department	6,106,142.00	6,106,142.00	507,181.33	1,475,559.62	4,630,582.38	24.17%
523000 - Emergency Medical Services	460,000.00	460,000.00	38,333.33	114,999.99	345,000.01	25.00%
524000 - Development Services	861,398.00	861,398.00	74,307.61	174,273.98	687,124.02	20.23%
541100 - Mun Svsc - Public Works Div	3,834,144.00	3,834,144.00	333,236.79	758,789.47	3,075,354.53	19.79%
572000 - Recreation	113,400.00	113,400.00	8,674.30	28,325.93	85,074.07	24.98%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	0.00	-375,000.00	975,000.00	27.78%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	6,730,537.76	7,516,361.35	7,516,361.35	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inpection	1,138,593.00	1,138,593.00	131,673.70	381,368.96	-757,224.04	33.49%
524100 - Building	1,253,593.00	1,253,593.00	142,478.27	163,933.36	1,089,659.64	13.08%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-10,804.57	217,435.60	217,435.60	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	78,086.68	173,844.18	-1,431,372.82	10.83%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	1,106.45	-893.55	55.32%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	99,006.58	286,825.29	1,420,391.71	16.80%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-20,919.90	-111,874.66	-111,874.66	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	673,123.33	931,961.94	-203,053.06	82.11%
304000 - Charges for Services	37,000.00	37,000.00	49,634.00	76,496.48	39,496.48	206.75%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	554.07	-445.93	55.41%
522000 - Fire Department	1,372,000.00	1,372,000.00	82,185.34	241,930.82	1,130,069.18	17.63%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	640,571.99	767,081.67	767,081.67	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	1,664.26	-3,335.74	33.29%
519000 - General	128,560.00	128,560.00	15,200.12	28,907.34	99,652.66	22.49%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	107,596.67	1,654,998.87	345,001.13	82.75%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
559026 - Canal Dredging	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%
575201 - Pedestrian Amenities	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
579162 - El Mar Drive	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	0.00	625,000.00	-1,375,000.00	31.25%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-122,796.79	-1,209,897.41	-1,209,897.41	0.00%
Fund: 310 - Parking Fund						
000000 - NonDesignated	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
302000 - Licenses & Permits	20,796.00	20,796.00	0.00	70,000.00	49,204.00	336.60%
304000 - Charges for Services	2,881,499.00	2,881,499.00	299,409.50	763,543.03	-2,117,955.97	26.50%
305000 - Fines & Forfeitures	110,000.00	110,000.00	27,710.00	31,072.00	-78,928.00	28.25%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	14,107.52	41,132.56	-108,467.44	27.50%
545000 - Parking Operations	1,361,895.00	1,361,895.00	107,594.09	244,386.72	1,117,508.28	17.94%
545152 - Land Acquisitions	800,000.00	1,600,000.00	0.00	0.00	1,600,000.00	0.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	0.00	250,000.00	750,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	233,632.93	411,360.87	411,360.87	0.00%
Report Surplus (Deficit):	0.00	0.00	7,450,221.42	7,590,467.42	7,590,467.42	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	6,730,537.76	7,516,361.35	7,516,361.35
102 - Building Fund	0.00	0.00	-10,804.57	217,435.60	217,435.60
103 - Sewer Fund	0.00	0.00	-20,919.90	-111,874.66	-111,874.66
115 - Fire Fund	0.00	0.00	640,571.99	767,081.67	767,081.67
300 - Capital Project Fund	0.00	0.00	-122,796.79	-1,209,897.41	-1,209,897.41
310 - Parking Fund	0.00	0.00	233,632.93	411,360.87	411,360.87
Report Surplus (Deficit):	0.00	0.00	7,450,221.42	7,590,467.42	7,590,467.42

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 12/31/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	13,955,550.20	3.50%	43,154.91	54,081.31
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	3.50%	Included Above	Included Above
GENERAL FUND				BANK SUBTOTAL		16,455,550.20		43,154.91	54,081.31
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	186,740.35	5.60%	883.91	2,617.83
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	90,599.47	5.60%	428.84	1,270.12
GENERAL FUND				SBA SUBTOTAL		277,339.82		1,312.75	3,887.95
GENERAL FUND				GRAND TOTAL		16,732,890.02		44,467.66	57,969.26
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	3.50%	Included Above	Included Above
POLICE FUND				TOTAL		15,659.60		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,672,861.43	3.50%	4,670.12	6,890.83
SEWER FUND				TOTAL		1,672,861.43		4,670.12	6,890.83
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,035,453.12	3.50%	2,190.65	3,153.80
FIRE FUND				GRAND TOTAL		1,035,453.12		2,190.65	3,153.80
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	619,711.63	3.50%	3,340.74	6,052.41
CAPITAL IMPROVEMENT FUND				TOTAL		619,711.63		3,340.74	6,052.41
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,431,382.09	3.50%	15,729.28	23,446.06
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	3.50%	428.53	637.33
PARKING FUND				TOTAL		5,580,253.09		16,157.81	24,083.39
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,359,137.46	3.50%	3,715.64	5,808.68
BUILDING FUND				TOTAL		1,359,137.46		3715.64	5,808.68
ALL FUNDS				GRAND TOTAL		27,015,966.35		74,542.62	103,958.37

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		26,738,626.53	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		277,339.82	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		27,015,966.35	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	16,732,890.02	62%
	Police Fund	15,659.60	0%
	Sewer Fund	1,672,861.43	6%
	Fire Fund	1,035,453.12	4%
	Building Fund	1,359,137.46	5%
	Capital Improvement Fund	619,711.63	2%
	Parking Fund	5,580,253.09	21%
GRAND TOTAL		27,015,966.35	100%

Summary by Bank/Pool		Amount	Percent
SunTrust		26,738,626.53	99%
Florida Prime/State Board of Admin.		277,339.82	1%
GRAND TOTAL		27,015,966.35	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

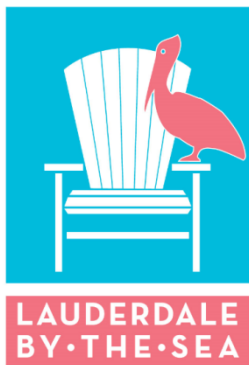
Subject Title: Approval of Minutes for January 9, 2024

Explanation: Draft minutes for approval for the January 9, 2024 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 1-9-24 Regular Commission Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 9, 2024
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, 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, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Proclamation for Major Thomas Palmer

Mayor Vincent read a Proclamation in honor of the recent promotion of Major Thomas Palmer of the Broward Sheriff’s Office (BSO). The Town Commission, Staff, and all present recognized Major Palmer for his years of service to the Lauderdale-By-The-Sea community. Captain Bill Wesolowski also recognized Major Palmer for his service to the Town on behalf of BSO.

b. Arbor Day Proclamation

Mayor Vincent read a Proclamation declaring Friday, January 19, 2024 as Arbor Day in Lauderdale-By-The-Sea.

6. PUBLIC COMMENTS

Mayor Vincent noted that all qualified candidates for local public office were present at tonight's meeting and invited them to announce their candidacies during public comment. Commission candidates Ken Brenner, Richard DeNapoli, John Graziano, and Howard Goldberg and Mayoral candidate Ann Marchetti introduced themselves to all present, as did current elected officials Edmund Malkoon and Buz Oldaker, who are also candidates for Mayor.

At this time Mayor Vincent opened public comment.

John Graziano, resident, expressed his appreciation for the service of Major Thomas Palmer, who has been vital to the safety of the community.

Howard Goldberg, resident, requested that the Commission waive parking permit fees for a fish fry scheduled on February 9, 2024. The event will be held at the Plunge Hotel from 6 p.m. until approximately 9 p.m. and will raise funds for the Chamber of Commerce. He also requested that payment of sidewalk café fees by Downtown businesses be deferred for an additional six months in recognition of the hardships the businesses experienced during the Downtown renovation project.

Ina Marjakangas, business owner, also advocated for further deferral of the Downtown sidewalk café fees to compensate for the construction period. She also asked what compensation is being considered for small businesses based in the Lauderdale-By-The-Sea community, including retail and businesses located on the west side of A1A. She also expressed concern with the existing Downtown directional signage.

Ken Brenner, resident, thanked Major Thomas Palmer for his service to the community. He added that he would like to see the Town's 75th anniversary celebration held at no cost to residents, and concurred with Ms. Marjakangas's comments regarding sidewalk café fees and additional compensation for businesses west of A1A.

Mr. Brenner also addressed the Town's recently established Business Enhancement Team, characterizing it as a step in the right direction. He also thanked the Commission and Staff for the Pier update to be heard during tonight's meeting and recommended similar updates for all Town projects affecting residents.

Yann Brandt, resident, expressed concern with parking at Benihana's restaurant, stating that the situation is "out of control" due to valet and delivery driver parking. Vehicles wait in driveways in the surrounding residential neighborhood, which is a safety risk. He requested assistance through Code Compliance to encourage the business to take these concerns seriously.

Richard DeNapoli, resident, thanked Major Thomas Palmer for his service to the community as well as the current Mayor and Town Commission as well as other candidates for office.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

At this time Mayor Vincent opened public comment on Item 8.a.

Ann Marchetti, resident, thanked the Town for the Arbor Day Proclamation on behalf of the Garden Club and invited all present to celebrate the 100th anniversary of that organization on Friday, January 19, 2024 at 11 a.m.

Ms. Marchetti also requested that the Town consider ways to assist its businesses, including the structure of fees. She concluded that she would like the Town to hear resident input on its vulnerability assessment and address the concerns cited in that document.

Town Manager Linda Connors announced that Captain Bill Wesolowski and Lieutenant Christopher Sutter will now share responsibility for the Town's BSO district. The Captain and Lieutenant introduced themselves at this time.

Town Manager Connors continued that a Business Enhancement Team has been created to streamline the relationship between the Town and its business community.

The team will include the Development Services Director and Assistant Director, the Assistant to the Town Manager, members of the Public Works Department, the Senior Special Events and Marketing Coordinator, and BSO Lieutenant Sutter. The first meeting of this team is scheduled for Wednesday, January 10, 2024. The team will find additional ways the Town can work with its businesses and ensure clear communication between these parties.

Mayor Vincent requested an update on the issue described at Benihana's restaurant during public comment. Town Manager Connors advised that Town Staff has met with the affected neighborhood to discuss these issues, which include traffic calming as well as the relationship between that neighborhood and the business. While the Commission has approved a traffic study for the neighborhood, residents have requested that this study be put on hold until the tourist season begins on January 22, 2024.

Town Staff has also established a relationship with Benihana's for business development. She noted that there have been complaints regarding deliveries which resulted in the restaurant making changes intended to prevent roadway blockages. Changes were also made to the restaurant's valet services. The Business Enhancement Team will reach out to the restaurant once more to discuss these concerns.

Mayor Vincent emphasized the need to ensure the business is responding to the Town's requests, including the issuance of citations and/or tickets as necessary. Town Manager Connors confirmed that this is a top priority of Town Staff.

Town Manager Connors also noted that consultant Baxter and Woodman has been hired to address traffic calming in the South Silver Shores community. The Town has also received complaints regarding West Tradewinds Avenue north of Commercial Boulevard and the Bel Air Drive neighborhood. She has requested cost estimates from the consultant for studies in those areas and confirmed that Baxter and Woodman will work on those communities as well.

Town Manager Connors added that the request on behalf of the Chamber of Commerce regarding the waiver of parking fees for the February 9, 2024 fish fry was included in the written report. This would also permit median parking for the event. There was Commission consensus to waive this fee.

Town Manager Connors also proposed that the Commission consider making an early payment on the South Ocean parking lot. These payments were staged with an

installment of \$800,000 in 2024, with the final installment to be paid in 2025. Money is available in the Town's Parking Fund to make this payment, which has been budgeted. Approximately \$150,000 in parking in lieu of payment (PILOP) fees is also available for this use. Making this payment in February rather than in May can save the Town an estimated \$100,000. The amendment to this contract can be brought back at the next Commission meeting.

The Commission agreed by consensus to make an early payment toward the South Ocean parking lot.

Commissioner Strauss briefly addressed the parking fee waiver request, pointing out that private parking belonging to the Plunge Hotel is not affected by the waiver of fees. He cautioned that residents parking in that area could be ticketed by the hotel rather than by the Town. Town Manager Connors further clarified that the waiver would affect median parking only.

Town Manager Connors continued that the Town has received a \$200,000 resiliency grant from the Florida Department of Environmental Protection (DEP). This grant will allow the Town to identify issues to be addressed for resiliency and provide data in support of further grant applications.

The Lauderdale-By-The-Sea Community Center Seaside Players will present Neil Simon's *The Dinner Party* in Jarvis Hall on January 12, 13, 19, and 20, 2024. Sunday matinees will be held on January 14 and 21. Seats may be reserved via email.

Mayor Vincent addressed the request for relief for Downtown businesses, asserting that the Commission is pro-business and actively seeks to ensure the success of the Town's business community. He cautioned that the Town is not obligated to take continued financial steps to support its businesses, as they have already provided significant relief. He also emphasized the importance of treating all businesses equally regardless of their location, and concluded that a great deal has already been done in support of Town businesses.

Vice Mayor Malkoon asked if the Business Enhancement Team deals strictly with businesses located east of A1A. Town Manager Connors explained that the team works with Town businesses in general.

Vice Mayor Malkoon also noted that the Commission has also taken significant steps to assist businesses and has requested suggestions from the business community, but

has not heard any proposals. He recommended that businesses work together to come up with ideas and bring them to the Business Enhancement Team.

Commissioner Oldaker also agreed that the Commission has taken steps to assist the Town's business community, regardless of location. He encouraged businesses to reach out directly to Commissioners in addition to working with the Business Enhancement Team.

b. Pier Discussion

Town Manager Connors noted that a representative of Anglin's Pier was unable to attend tonight's meeting, but plans to attend the January 23, 2024 Commission meeting for a more detailed discussion.

Development Services Director Jhanelle Campbell recalled that in 2017, Anglin's Pier was damaged by Hurricane Irma and has remained in a state of disrepair since that time. The Pier is privately owned, and its owner obtained permits to make repairs following that hurricane; however, subsequent storms have further damaged the structure, which required filings for additional permits.

Following more recent storms, Town Staff has noted an increase in comments and concerns regarding additional damage to the Pier. Development Services Director Campbell noted that a timeline of activity is included in the Commissioners' backup materials and will be posted on the Town's website along with a list of frequently asked questions (FAQs). This information will be regularly updated.

Development Services Director Campbell continued that the Pier has been cited for a violation. This case is currently under the purview of the Special Magistrate. Representatives of Pier ownership will be present at the next Code hearing, which will be held on Thursday, January 25, 2024 at 5 p.m. Staff continues to monitor the situation through the Special Magistrate process and fines continue to accrue at a rate of \$200/day.

Mayor Vincent requested additional information on the damage sustained by the Pier in December 2023. Development Services Director Campbell replied that additional debris fell into the water and washed onto the shore. Cleanup was addressed by the Town's contractor as well as the Pier owner. DEP is aware of the structure's status and also continues to monitor the situation.

Vice Mayor Malkoon emphasized the importance of transparency throughout this process, and added that he and Town Staff have contacted elected officials to determine if there are additional steps the Town can take to facilitate repairs.

Commissioner Oldaker suggested that posted information list the different jurisdictions involved in the Pier process and their roles in this process. Development Services Director Campbell confirmed that in addition to the building permit that must be obtained through the Town, the Pier must also go through DEP, Broward County, and U.S. Army Corps of Engineers processes. A total of three permits must be issued through these agencies in addition to the Town's permit.

Town Manager Connors further clarified that the Town reviews its building permit, while the other entities review the impact on the environment, including the ocean.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reported that the Florida Legislative Session began earlier in the day.

10. APPROVAL OF MINUTES

a. Approval of Minutes for December 12, 2023

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Sidewalk Café Discussion – Fees

Development Services Director Campbell stated that the expansion of sidewalk cafés is now complete, and Development Services Staff has met with the affected businesses to update their sidewalk café agreements. The current fee is \$18/square foot on the eastern side of the business district and has not changed since approximately 2014.

In 2021, the Commission established a cleaning fee for sidewalk cafés. These fees have not been assessed due to the COVID-19 pandemic as well as the subsequent expansion project. The current cleaning fee is four cents per square foot. If enacted, this fee would increase sidewalk café costs significantly, as reflected in the Commissioners' backup materials.

Because the businesses are already absorbing increased costs following the recent sidewalk café square footage expansion, Staff recommends removing the cleaning fee and charging only \$18/square foot. If this recommendation is approved, an Ordinance will be brought back at the January 23, 2024 Commission meeting.

Vice Mayor Malkoon stated that he agreed with Staff's recommendation, and noted that Downtown businesses seem to be doing well following the recent construction. He noted that the Town seeks to facilitate a conducive environment for businesses, as demonstrated by previous fee waivers.

Commissioner Oldaker recalled that in December 2023, the Town approved a cleaning contract, and requested clarification of how this affects sidewalk cafés and other outdoor spaces. Deputy Town Manager/Public Works Director Ken Rubach replied that the contract covers both sidewalk café areas and pedestrian areas. Development Services Staff has worked with Downtown businesses to define the sidewalk café areas which would have been subject to the four-cent cleaning fee. There was no consideration of including public areas within this fee.

Deputy Town Manager/Public Works Director Rubach concluded that after reviewing figures, the Town Manager and Development Services Staff determined that the Town was able to cover the cost of cleaning sidewalk café areas with the funds that are currently being collected.

The Commission agreed by consensus to have Staff bring back an amended Ordinance at the January 23rd meeting to change the Ordinance's language regarding the cleaning fee from "shall" to "may," as well as to delete the fee itself from the Resolution.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Commissioner Oldaker stated that he expected the transition to new BSO leadership to be seamless, and that the community will remain in good hands with Captain Wesolowski.

Commissioner Pouloupoulos agreed, echoing Commissioner Oldaker's confidence in BSO leadership. He hoped that the candidates for local office will expect the same commitment to safety in the community, and also hoped the Town's public safety building will be completed in the near future. He concluded by thanking Town Staff for their recent assistance with the celebration of the Epiphany.

Commissioner Strauss expressed confidence in BSO leadership and wished all present a happy New Year. He encouraged residents to visit the Farmers Market on Sundays.

Vice Mayor Malkoon thanked BSO Staff for its commitment to public safety. He encouraged residents to attend the 100th anniversary Garden Club tree planting ceremony on January 19, 2024, and concluded that on January 27, the Garden Club will hold a fundraiser at Jarvis Hall.

Mayor Vincent thanked the candidates for local office for their presence at the meeting, and suggested that a Candidates' Forum be discussed as an Agenda Item for the January 23, 2024 so they can meet and greet residents.

Town Manager Connors confirmed that Staff will reach out to the League of Women Voters to determine their availability for a Candidates' Forum.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Susan Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Items. Any individuals wishing to speak on the Items were sworn in by the Town Clerk.

- a. 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 II Administrative Adjustment (2023-L2-AA-04) to permit the encroachment of an accessory structure (freestanding wall) 1.5 feet into the required 5-foot rear setback for the subject property located at 231 Shore Court (“Property”).
- b. 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 II Administrative Adjustment (2023-L2-AA-05) to permit the encroachment of an accessory structure (freestanding wall) 1.5 feet into the required 5-foot rear setback for the subject property located at 241 Shore Court (“Property”).

Development Services Director Campbell stated that the requests for the properties at 231 and 241 Shore Court would allow the construction of a fence or wall in the area between the structures and the rear wall at a distance of 3 ft. 6 in. where 5 ft. is required from the property line. Duplexes are currently under construction on both lots. The Applicant wishes to install an accessory structure in the rear yard of each property to provide separation between the yards of each duplex.

Town Code Section 30-313.s.1 requires walls to be separated from the main structure and to be 5 ft. from the rear property line. An administrative adjustment permits a 30% encroachment, or 1.5 ft., for a required 5 ft. rear setback. A gap between the structure and the freestanding wall ensures that the structure is considered an accessory structure rather than a wall.

Development Services Director Campbell stated that based on Staff’s review of the criteria for an administrative adjustment, Staff recommends approval of the requests. In

accordance with Town Code Section 30-139, public notice was sent to all properties within a 300 ft. radius of the subject site and posted on the subject property as well as on the Town's website. Staff did not receive any comments regarding the Application.

Craig Lowy, representing the Applicant, stated that he felt the proposal for the two properties is sufficient.

Mayor Vincent noted that conditions of approval are also included in the Commissioners' backup materials.

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

Commissioner Pouloupoulos made a motion, seconded by Commissioner Strauss, to approve.

Development Services Director Campbell advised that she had directed Staff to further research duplexes and separating walls, and noted that Lauderdale-By-The-Sea is one of only a very few communities which does not allow this within Code. She stated that an Ordinance can be brought forward to allow this in the future.

Motion carried 5-0.

It was clarified that the **motion** referred to both Items 18.a and 18.b, which were presented together.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:57 p.m.

Mayor Chris Vincent

ATTEST:

Lauderdale-By-The-Sea
Regular Town Commission Meeting
January 9, 2024

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: February 13, 2024

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Community Church Easter Sunrise Service, March 31, 2024

Explanation: Deborah DiRoberto with the Community Church of Lauderdale-By-The-Sea (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) for their Easter Sunrise Service (the "Event") to take place on Sunday, March 31, 2024. This is a long-standing community event, with this year posturing to be the 66th year marking this occasion.

Sunday, March 31, 2024	
Start of Setup:	5:00 AM
Event Start:	7:00 AM
Event Ends:	8:00 AM
Start of Cleanup:	8:00 AM
Cleanup Completed:	9:00 AM

The event is proposed to be held in the Dunes and Connie Hoffman Ocean Plazas, including the Pavilion. Setup will include (500) chairs set up in the Plazas for attendees, with seating for the Pastor and choir in the Pavilion.

A speaker system will be used during the service.

Town Staff has connected with Aruba Beach Cafe to advise their team of the Applicant's request to use the Pavilion from 5:00 a.m. through 9:00 a.m. Aruba has agreed to remove their tables and chairs from the area during this time.

The application includes the following requests:

1. Use of Town electric to power the sound system during the Event. Applicant has requested the Town waive the electric fee.

2. Waiver of all fees for this event - Application Fee (\$100), Plaza Use Fee (\$215 per plaza), and Electric Fee (\$25) for a total of \$555.00.
3. Road closure of the horseshoe lane in front of the Pavilion from 5:00 a.m. until 9:00 a.m. As per Resolution 2017-41 (**Exhibit 2**), for groups over 200, any road closure fees are set by the Commission based on purpose, number of attendees, and impact. In past years, the Commission has not charged the Applicant any road closure fees. The Applicant requests any road closure fees be waived for this year's event.

Recommendation: Staff recommends:

1. Approval of the Special Event Application for Easter Sunrise Service with the conditions outlined in the Event Permit (**Exhibit 3**).
2. Waiver of the applicable event fees in the amount of \$555.00.

Exhibits:

1. SEA Easter Sunrise Service 03.31.24
2. Resolution 2017-41 - Fee Resolution (Special Events)
3. LBTS Permit_EasterSunriseService_03.31.24



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a fully completed application must be submitted at least 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

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

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:



Signature of Applicant

Print Name: Deborah DiRoberto

Event Name: Easter Sunrise Service



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)

Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: The Community Church Easter Sunrise Service

Event Purpose, Description and Activities: To Bring the LBTS Community together for Easter.

New Event ☐ or Returning Event ☒ Previous Attendance 500

Day(s) and Date(s) of Event: Sunday, March 31, 2024

Proposed location of the Event (location, streets, landmarks):

At the foot of Commercial Blvd and the beach (Anglin Square)

How many people do you anticipate on site at any peak time?

Participants: 20 #Spectators 500 #Adult volunteers: 15

Please complete the following table:

Activity	Day	Time
Start of set-up:	3/31/24	5 am
Start time of the Event:	3/31/24	7 am
EVENT	3/31/24	8 am
End time of the Event:	3/31/24	8 am
Start of Clean up:	3/31/24	8 am
Clean-up completed by: (Site restored to original condition)	3/31/24	9 am

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name: Deborah DiRoberto

Mailing address: 4433 Bougainvillea Dr. LBTS, FL 33308

Phone: (954) 776-5530

Mobile phone: (561) 350-0123

Email: WelcomeCommunity@comcast.net

Fax: (954) 776-7791

Representative(s) who will be at each day of the event:

Name(s): SAME AS ABOVE

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

If yes, please provide the contact information of your event contractor (event planner)

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? YES NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators?

☒ YES

☐ NO

If yes, provide details: An Offering is taken

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

Yes Proposed amplified sound/speaker system:

Yes Proposed live music: List genre, type, ambiance:

 Planned recorded music

Yes Do you require electrical connections for any of the above? Please give details:
We will need electricity in the pavilion

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Church will pick up left items

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name:

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All Tents, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the Event and include locations on Site Plan. List sizes and numbers of each:

Tents: N/A
Canopies: N/A
Stages: N/A
Bleachers: N/A list size and max load:

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

*Electrical Requirements: Electrical work requires an Electrical Building Permit.
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.*

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the Event. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment be installed** in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes NO

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

YES Electrical power: 120V amplifier & 20amp microphones
_____ Water:
_____ Gas, propane, BBQ grills, generators:
_____ Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbtts-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____

(Show on Site Plan) Request Elmar Restrooms open by 6:30 AM

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES NO
I don't know, please advise _____

If yes, indicate the streets and blocks and times the closure is requested:

Commercial Blvd from EL MAR to the Beach 5 AM to 8:30 AM

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable:

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: YES NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event? YES NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town codes.

Unsure - please Advise

Do you anticipate needing off duty police officers for your Event?

YES NO

Do you anticipate needing code compliance officers for your Event?

YES ☒ NO

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions?

YES ☒ NO

If YES, has the Florida Health Department approved the food vending Site Plans?

YES NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site:

Charcoal Grills _____	Sterno _____	Fryers _____	Open fires _____
Propane Grills _____	Refrigerators _____	Smokers _____	Hoods _____
Concession trailers _____	Warmers _____	LP Tanks _____	Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

State license is required to be submitted to the Town at least 30 days prior to the event

Are you planning on selling alcoholic beverages at the event?

YES ☒ NO

If YES, has a liquor permit been obtained from the State of Florida?

YES NO

Provide details of dispensing locations here and on Site Plan

Provide contact information for all license holders that will be serving alcohol:

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name	Company	Vendor Type
------	---------	-------------

NO VENDORS

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event?
If yes, please give details:

YES

☒ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event?

YES

☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event?

YES

☒ NO

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released



FIRE WATCH or EMS ONSITE

If required by the Fire Marshall, the applicant shall provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

First Aid facilities may be required by Town at Event's expense. Initial DPD

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and/or shall be provided the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this Event?

YES NO

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about _____ and the area will be cleaned and open by 9am
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

- to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant	Property Owner
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____	Property owner's Signature (required): _____
Date _____	Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____	My Commission Expires: _____
Notary Public, State of Florida	Notary Public, State of Florida

SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event.

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

- The site of the event, with streets, parks and other landmarks identified
- Routes for races, parades, etc.
- Traffic routing and road closures
- Ticket Kiosks
- Access control points
- Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)
- Signs (location, size, color and wording)*

Public Services:

- Fire lanes (emergency access for fire equipment and EMS)
- Restroom facilities (incl. Portable & Private)
- Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
- Trash and Recycling receptacle locations
- Smoking and No Smoking areas
- Pedestrian walkways
- Garbage Cans
- Recycling Bins

Hazard/ Precautions:

- Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
- Fencing, barriers, barricades, walls, gates, etc.
- Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
- Fuel Storage and dispensing areas
- Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
- Generators (shall be approved by Fire Marshall in advance)

Event:

- Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*
- Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
- Restrooms – Portable and Private
- First Aid facilities
- Trailers, storage, sleeping facilities, service boxes, displays, etc.
- Alcohol serving/consuming areas
- Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

- Parking areas, location, parking spaces, and parking space numbers that will be blocked; to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

- EMS stand-by or Fire watch areas (include first aid stations)
- Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

*A detailed map of the event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

A large, empty rectangular box with a thin black border, intended for the user to draw a detailed site plan. The box is currently blank.

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

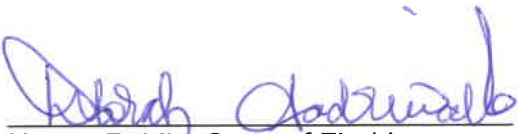

Applicant's Signature (required)

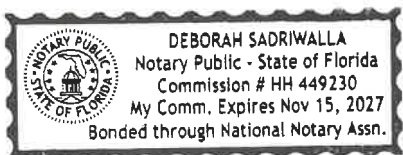
Deborah Di Roberto
Applicant's Printed Name and Title/Organization

12/31/2023
Date
561-350-0123
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by Deborah Di Roberto who is personally known to me/provided
N/A as identification and who did/did not take an oath.

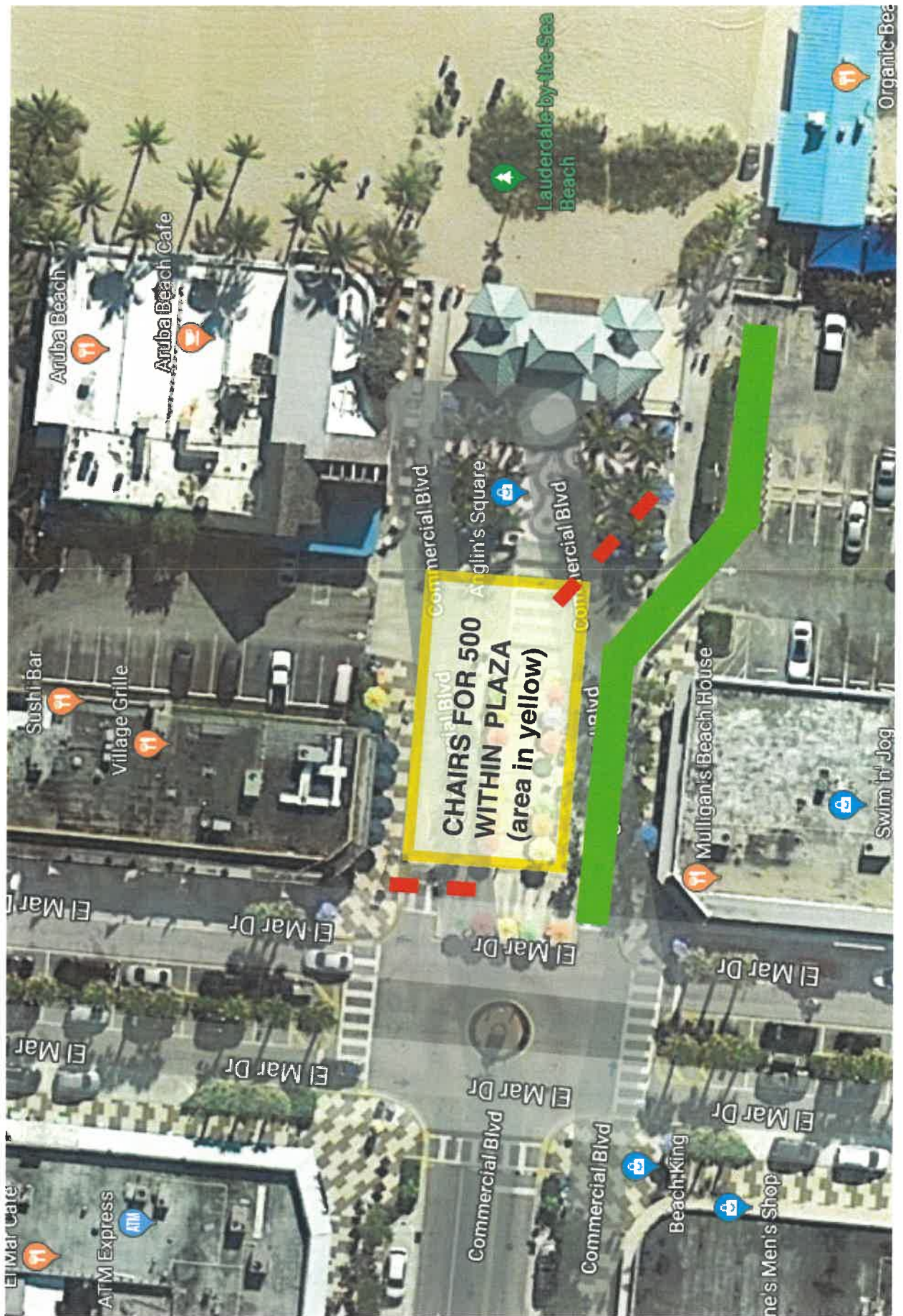

Notary Public, State of Florida
My Commission Expires:



COMMUNITY SUNRISE WORSHIP SERVICE

March 31, 2024

■ = Traffic cone set up ■ = Open lane to the Pier





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ray Wiggins	
Florida Insure LLC		PHONE (A/C, No, Ext): (321) 689-1154	
390 North Orange Ave		FAX (A/C, No):	
Suite 2300		E-MAIL ADDRESS: Ray@flains.com	
Orlando		INSURER(S) AFFORDING COVERAGE	
FL 32839		INSURER A: General Star Indemnity Company	
INSURED		INSURER B:	
COMMUNITY PRESBYTERIAN CHURCH		INSURER C:	
4433 BOUGAINVILLE DR		INSURER D:	
LAUDERDALE BY THE SEA		INSURER E:	
FL 33308		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:		IJA401821	7/1/2023	7/1/2024	
	☐ POLICY ☐ PROJECT ☐ LOC					EACH OCCURRENCE \$ 1,000,000
	OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	AUTOMOBILE LIABILITY					MED EXP (Any one person) \$ 5,000
	☐ ANY AUTO					PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				GENERAL AGGREGATE \$ 2,000,000
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ UMBRELLA LIAB	☐ OCCUR				\$
	☐ EXCESS LIAB	☐ CLAIMS-MADE				COMBINED SINGLE LIMIT (Ea accident) \$
	DED RETENTION \$					BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					BODILY INJURY (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A			PROPERTY DAMAGE (Per accident) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Follows Certificate Holder, Town of Lauderdale-By-The-Sea is additionally insured Liability to extend to "Pavilion, Ocean and Dunes Plaza and to the waterline east of the Pavilion"

CERTIFICATE HOLDER**CANCELLATION**

Additional Insured: Town of Lauderdale by the Sea 4501 Ocean Drive Lauderdale by the Sea 33308 FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ray Wiggins
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The Community Church (PCUSA)

4433 Bougainvillea Drive

Lauderdale-by-the-Sea, FL

Monday, January 22, 2024



Dear Friends of the LBTS Town Council,

It has been our joy and privilege to provide an interdenominational Easter Sunrise Service at the LBTS beach for more than 65 years. And once again this year, we would like to ask permission to host our town's Easter Sunrise Service on Sunday March 31, 2024.

Since the early 1950s when Community Church opened its doors—not just to local Presbyterians—but to ALL who were seeking a spiritual home (whether permanent or temporarily), we have partnered with the town to provide this worship experience that revels in hope and new life—the deepest mysteries of our existence—in a seaside setting, the beauty and the dignity of which underline the truths and the values of this community. Again, this year we look to strengthen these virtues that make our life together so fruitful and rewarding not only at Passover and Easter, but throughout the year.

Because of this long history we have together, we would respectfully request that the town waive the special event application fee, electrical fees, and the usage fees for the Pavilion, Dunes and Ocean Plazas.

Thank You.

Grace and Peace,

Deborah DiRoberto
Church Administrator
The Community Church of LBTS

Barbara Lane
The Community Church Session

Deborah DiRoberto cell: 561-350-0123

Welcomcommunity@comcast.net



Office: 954.776.5530

The Community Church of L.B.T.S. General Fund Account 4433 Bougainville Drive Lauderdale-By-The-Sea, FL 33308 954-776-5530		 www.my100bank.com 81-275/829	1/19/2024	\$ **100.00	DOLLARS
PAY TO THE ORDER OF		Town of Lauderdale by the Sea			
One Hundred and 00/100*****		*****			
Town of Lauderdale by the Sea		 AUTHORIZED SIGNATURE			
MEMO		permit application			

The Community Church of L.B.T.S.		7610
Town of Lauderdale by the Sea	1/19/2024	100.00
General Checking Acc	permit application	100.00

30 **WHEREAS**, on February 10, 2015 the Town Commission adopted Resolution 2015-05
31 which included fees related to Medical Marijuana Permits, Street Performers and Vending
32 pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

33 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and
34 License Fee Schedule to establish additional fees for permits or reviews which require Town
35 staff and resources; and

36 **WHEREAS**, Resolution 2015-19 updated Development review of fee schedule; and

37 **WHEREAS**, Resolution 2016-20 updated the Development review of fee schedule; and
38 the Town moved the fee schedules from Development to Administration for Special
39 Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee
40 schedule the plazas and pavilion, while also updating when payment of fees or monies due the
41 Town;

42 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
43 Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks
44 and include in the fee schedule the plazas and pavilion, while also updating when payment of
45 fees or monies due the Town;

46 **WHEREAS**, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and
47 adopt limitations on the frequency of the use of Jarvis Hall,

48 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
49 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**
50

SECTION 1. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows¹:

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

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

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

Section 2. The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

Special Event, Park Use, and Street Performing Fee Schedule	
The following is applicable to all event and park use permits: 1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.	
Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

¹ Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100
1.3	Single day event, 25 people + with or without reserved area.	\$100
1.4	Multi-day event	\$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. <u>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds</u> Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	\$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$250 Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	\$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	\$50 Event may be approved by the Town Manager

	8. Events (local and non-local user) that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District <u>Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:</u> <u>1. Less than 75 people at any time</u> <u>2. Located along Commercial Boulevard from Seagrape to West Tradewinds</u> <u>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event</u> <u>Application filed within 30 days of an event will not be accepted.</u>	
	1. <u>Submitted at least 60 days in advance of the proposed event date</u>	<u>\$20</u>
	2. <u>Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.</u>	<u>\$50</u> <u>Plus costs, not to exceed \$1,500.</u>
	3. <u>A recurring event within a 12 month period (for example, once a week or once a month).</u>	<u>\$15 per event day</u>
	4. <u>An event that has been advertised prior to Commission approval.</u>	<u>\$250 in additional to the application fee</u>
	5. <u>Events that charges admission or registration or sell commercial products or services</u>	<u>Set by the Town Manager based on purpose, number of attendees, and impact on the area.</u>

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 per day	N/A
	3. 101 - 200 people	\$200 per day	\$250
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

65

4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	\$100	\$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	\$100	\$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	\$100	\$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	\$-0-	\$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	\$-0-	\$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	\$300	\$200 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	\$300	\$300 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission’s policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("The Plazas") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	Advanced Advertising. An event that was advertised prior to receiving Commission approval	\$500 plus the application fee and use fee(s).
5.2	Plaza Event Application Fee (does not include Use Fee(s))	\$100 if filed at least 60 days in advance of the proposed event date. \$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed \$1,500.

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the other provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 24th October day of March 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

90

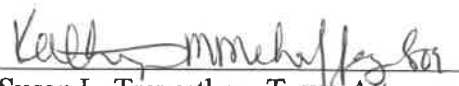
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney
Kathryn Mehalley



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	The Community Church	REPRESENTATIVE:	Deborah DiRoberto
STREET ADDRESS:	4433 Bougainvilla Drive	CITY, STATE, ZIP:	LBTS, FL 33308
PHONE NUMBER (S):	(561) 350-0123	EMAIL:	welcomecommunity@comcast.net

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Service	DATE(S) OF EVENT:	Sunday, March 31, 2024
HOUR(S) OF EVENT:	5:00 AM – 9:00 AM	ADDRESS / LOCATION OF EVENT:	1 Commercial Boulevard, LBTS, FL 33308

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Easter Sunrise Service on Easter Sunday. Approximately 500 participants are expected.

SUNDAY, MARCH 31, 2024	
Start of Set Up:	5:00 AM
Start Time of Event:	7:00 AM
End Time of Event:	8:00 AM
Start of Cleanup:	8:00 AM
Cleanup Completed By:	9:00 AM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on February 13, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – Application fee (\$100), Plaza Use Fees (\$430), and electric fee (\$25) for a total of \$555.00
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. The entrance and exit lanes of the horseshoe from El Mar to the Pavilion may be blocked from 5:00 a.m. until 9:00 a.m. Pier parking lot traffic shall use the south alley entrance located just south of the pier. Aruba Beach Café traffic shall use the North alley entrance.
 - b. The Event may load / unload between Dunes and Connie Hoffman Plazas between the hours of approximately 5:00 a.m. and 6:45 a.m. and from 7:45 a.m. until 9:00 a.m.
 - c. Parking will operate according to normal parking regulations.
 - d. Church may use their property for additional parking.
4. Setup:
 - a. Chairs shall be placed to provide the appropriate and required pedestrian walkways (one 8' aisle in the center). All chairs used in the plaza shall have protective (rubber or plastic) feet.
 - b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - d. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. On the morning of the Event, the Permit Holder may place two (2) reserved signs on the beach East of the Pavilion, and one (1) directional sign at the intersection of Ocean Drive and Commercial. The location of the signage is subject to the approval of Town Staff and BSO.
7. Town will open El Mar Plaza restrooms by 6:00 a.m. on the event day.
8. Permit Holder is approved to use Town electric for the Event. Power use will not exceed Town's power supply of 20 amps.
9. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
10. The Permit Holder shall provide the notice and distribution map to the Town for review by February 18, 2024. Once approved by the Town Manager, this notice will be distributed by the Permit Holder to any impacted properties in the area no later than February 25, 2024.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

11. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
12. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
13. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
14. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
15. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
16. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

17. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
18. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
19. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
20. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
21. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
22. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance Needed;

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 DEBORAH DIROBERTO PRINTED NAME	

TOWN REPRESENTATIVE:



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

SIGNATURE:

DATE:

**KATIE ANDERSON, SENIOR SPECIAL EVENTS & MARKETING COORDINATION
PRINTED NAME & AFFILIATION TO EVENT**

TOWN REPRESENTATIVE:

SIGNATURE:

DATE:

**COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER
PRINTED NAME & AFFILIATION TO EVENT**



Town Commission Agenda Item Report

Meeting Date: February 13, 2024

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Chamber of Commerce Health Fair, March 16, 2024

Explanation: The Lauderdale By-The-Sea Chamber of Commerce (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) to hold a Lauderdale-By-The-Sea Health Fair (the "Event") in Jarvis Hall on Saturday, March 16, 2024. This would be the second year this Event is being held.

The Event is intended to introduce residents to various local health care services available to them.

The Event will consist of approximately 25 vendors highlighting various aspects of health care departments, lifestyle demonstrations, fire safety, and more. The Applicant is anticipating 200 attendees on a flow throughout the day and 20 volunteers.

Friday, March 15, 2024	
Start of Setup:	1:00 p.m.
Saturday, March 16, 2024	
Event Starts:	8:30 a.m.
Event Ends:	1:00 p.m.
Cleanup Completed:	3:00 p.m.

The Applicant is requesting the Town co-sponsor the Health Fair in conjunction with the Lauderdale-By-The-Sea Chamber of Commerce and Broward Health's Imperial Point Medical Center. The following is requested of Town as contribution to the Event:

- Waiver of the \$100 Special Event Application fee.
- Providing Jarvis Hall as an event location. Per Resolution 2017-41 (**Exhibit 2**), there is no rental fee charged to an LBTS civic organization, charity, community group, or non-profit organization.

- Assist with event setup by providing approximately 25 8' tables and 50 chairs; exact count to be based on final site map and Town's available inventory.
- Sharing a high resolution Town logo to be use on event marketing and promotional collateral.
- Assist with promotion of the event by placing in weekly Town Topics e-blasts, Town street marquis signage, and posting fliers at Town Hall and at the Visitor Center.
- Offering free parking at Town Hall, in the front and back lots, excluding public works spaces, during the hours of the Event (8:30 a.m. through 1:30 p.m.). The potential loss of revenue is approximately \$770.00 (\$3.50 / hour x 5 hours x 44 spots).

Recommendation:

1. Approval of the special event application based on the conditions outlined in the event permit (Exhibit 3).
2. Approval of Town's Co-Sponsorship of the event based on the aforementioned conditions.

Exhibits:

1. SEA Chamber Health Fair 03.16.24
2. Resolution 2017-41 - Fee Resolution (Special Events)
3. LBTS Permit Chamber Health Fair 03.16.24



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a **fully completed** application must be submitted **at least** 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee. - *Please waive fee.*

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

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

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Howard Goldberg
Signature of Applicant

Print Name: Howard Goldberg

Event Name: Health Fair



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)

Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: Lauderdale by the Sea Health Fair

Event Purpose, Description and Activities: Exposition

New Event ☐ or Returning Event ☒ Previous Attendance ☐

Day(s) and Date(s) of Event: Saturday March 16, 2024

Proposed location of the Event (location, streets, landmarks):

Jarvis Hall

How many people do you anticipate on site at any peak time?

Participants: 200 #Spectators ☐ #Adult volunteers: 20

Please complete the following table:

Activity	Day	Time
Start of set-up:	Friday 3/15/24	3pm
Start time of the Event:	Saturday 3/16/24	8:30am
EVENT		
End time of the Event:	Sat. 3/16/24	1pm
Start of Clean up:	Sat 3/16/24	1pm
Clean-up completed by: (Site restored to original condition)	Sat 3/16/24	3pm

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name: LBTs Chamber of Commerce
Mailing address: 4201 Ocean Drive, LBTs, FL 33308
Phone: 954-776-1000 Mobile phone:
Email: info@lbts.com Fax:

Representative(s) who will be at each day of the event:

Name(s): Ann Marchetti
Mailing address: PO Box 11817 Ft. Lauderdale, FL 33330
Phone: 508-468-5167 Mobile phone: same
Evening phone: same Fax: 954-530-0003
Email: Ann@AnnMarchetti.com

Add information as necessary:

Will you have an event contractor or planner?

☒ YES ☐ NO

If yes, please provide the contact information of your event contractor (event planner)

Name: same as above Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

See attached.

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? ☒ YES ☐ NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached) See attached.

FEES

Are there fees or donations collected on site from the participants or spectators?

YES

NO

If yes, provide details:

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

☒ Proposed amplified sound/speaker system:

☐ Proposed live music: List genre, type, ambiance:

☒ Planned recorded music

☐ Do you require electrical connections for any of the above? Please give details:

SPEAKER FOR MUSIC

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name:

Email:

Address:

n/a

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All Tents, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the Event and include locations on Site Plan. List sizes and numbers of each:

Tents: _____
Canopies: _____
Stages: _____
Bleachers: _____ list size and max load:

n/a

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

Electrical Requirements: Electrical work requires an Electrical Building Permit.
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the Event. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment** be installed in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes ☒ NO

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

_____ Electrical power:
_____ Water:
_____ Gas, propane, BBQ grills, generators:
_____ Fuel Storage:

n/a

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbts-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event?

☒ YES ☐ NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Please assist us with positive image on the Town Kiosks/Visitor Center Kiosks, promotional Flyers for postings in the towns nautical kiosks, also include an article in town topics.

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: n/a
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES NO n/a
I don't know, please advise _____

If yes, indicate the streets and blocks and times the closure is requested:

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable: n/a

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: (YES) NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event. Fire truck, Imperial Pt. mobil van One Blood mobil bus.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur: All vehicles at Jarvis Hall

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event?
We are requesting free parking at Town Hall YES NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town codes.

Do you anticipate needing off duty police officers for your Event?

YES NO
YES NO

Do you anticipate needing code compliance officers for your Event?

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions?

YES NO

If YES, has the Florida Health Department approved the food vending Site Plans?

YES NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site:

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____ n/a

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

State license is required to be submitted to the Town at least 30 days prior to the event

Are you planning on selling alcoholic beverages at the event?

YES NO

If YES, has a liquor permit been obtained from the State of Florida?

YES NO

Provide details of dispensing locations here and on Site Plan

n/a

Provide contact information for all license holders that will be serving alcohol:

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name

Company

Vendor Type

See attached.

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event?

YES

☒ NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event?

YES

☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event?

YES

☒ NO

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released



FIRE WATCH or EMS ONSITE

If required by the Fire Marshall, the applicant shall provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

First Aid facilities may be required by Town at Event's expense. Initial JE

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and/or shall be provided the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance. n/a

Do you and all parties involved have the required insurance coverage needed for this Event?

YES NO

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 3pm ^{3/15/24} and the area will be cleaned and open by 3pm ^{3/16/24}
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event *see flyer submitted*
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant	Property Owner
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____	Property owner's Signature (required): _____
Date _____	Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email: <i>n/a</i>
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event.

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

The site of the event, with streets, parks and other landmarks identified

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fencing, barriers, barricades, walls, gates, etc.

Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)

Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*

Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)

Restrooms – Portable and Private

First Aid facilities

Trailers, storage, sleeping facilities, service boxes, displays, etc.

Alcohol serving/consuming areas

Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked; to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

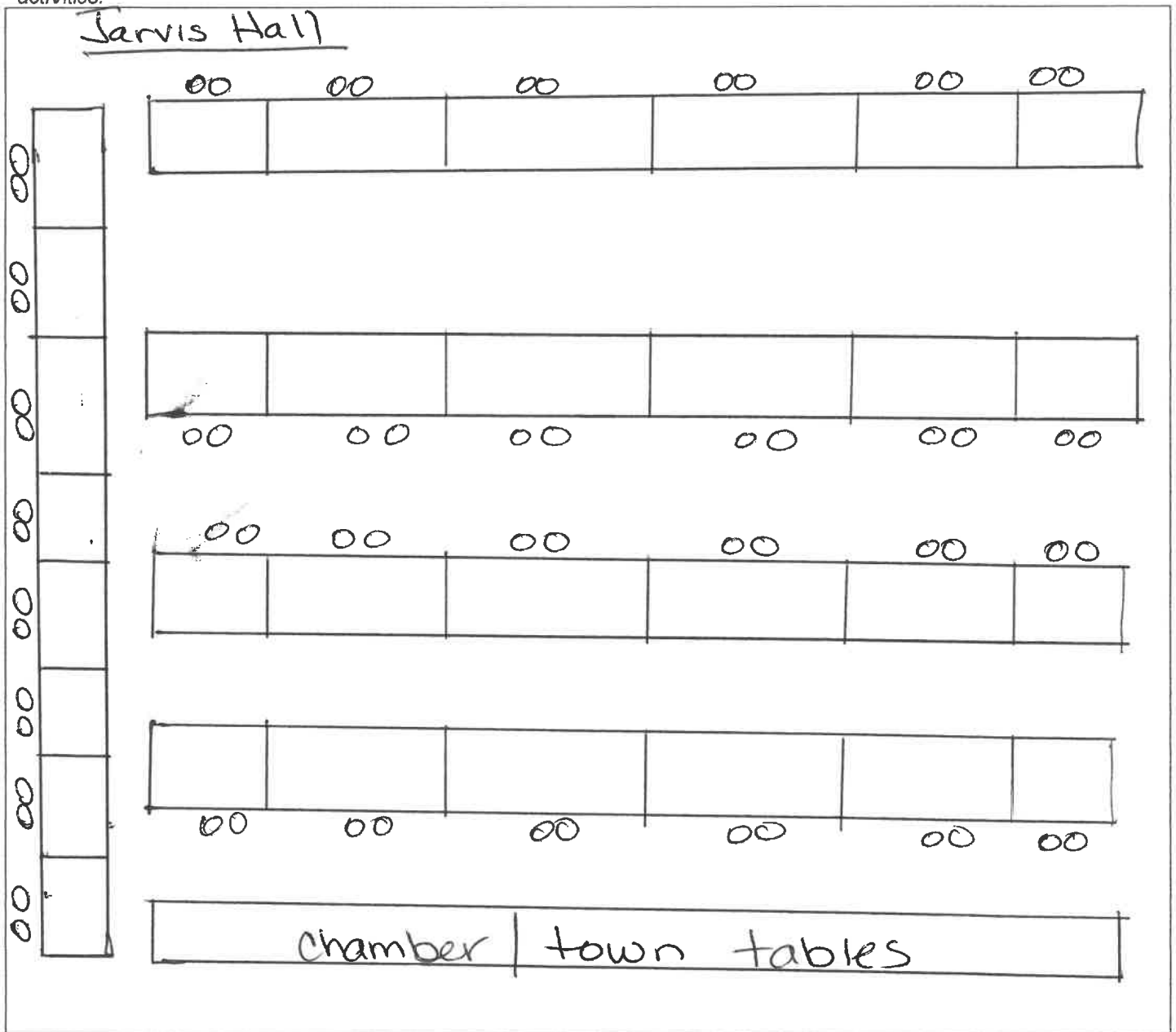
EMS stand-by or Fire watch areas (include first aid stations)

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

A detailed map of the event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.



total tables - 26

Total chairs - 56

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Tina Collieran
Applicant's Signature (required)
Tina Collieran for
Howard Goldberg, Chair
Applicant's Printed Name and Title/Organization
LBTS Chamber

1/10/24
Date
954-937-1790
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by Tina Collieran who is personally known to me/provided
FL DL as identification and who did/did not take an oath.

Karen Paula Gates
Notary Public, State of Florida
My Commission Expires: 12-22-25





LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Join the Lauderdale-By-The-Sea
Chamber of Commerce, the
Town of Lauderdale-By-The-Sea
&

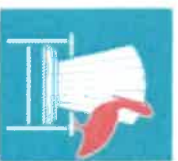
Broward Health's Imperial Point
Medical Center

MARCH 16, 2024

9am-1pm

Jarvis Hall

4505 N Ocean Dr., LBTs



LAUDERDALE
BY-THE-SEA



BROWARD
HEALTH
IMPERIAL
POINT

FREE FREE FREE FREE



Healthy Lifestyle Demonstrations, Blood Mobile, Podiatry,
Cardiovascular Health, Holistic Medicine, Sports Medicine,
Orthopedics, Ophthalmology, Nutrition, Fire Safety,
Emergency Response, Refreshments, and More!



January 22, 2024

Dear Town Manager Connors;

On behalf of the Lauderdale-By-The -Sea (LBTS) Chamber of Commerce and Broward Health's Imperial Point Medical Center, we would like to partner with Town to offer a Health Fair for our businesses and their employees, residents, and visitors on Saturday, March 16th from 8:30am-1:00 pm at Jarvis Hall.

We have asked Imperial Point to explore health vendors that specialize in prevention and treatment of common issues impacting our community such as cardiovascular health, dermatology, nutrition and weight management, chronic disease prevention- hypertension, diabetes, cancer, etc. Vendors and providers will bring tablecloths, supplies and materials (including samples to give away) to support resident and visitors' inquiries and needs, including but not limited to: blood pressure testing, nutrition and exercise tools, healthy recipes, insurance navigation, skin care/sun exposure, and covid/influenza prevention.

We ask that the Town assist by:

- Providing Jarvis Hall with 20-30, 8 foot tables and chairs -based on space and final vendors count free of charge.
- Sharing a camera-ready logo that we can use to develop a flier to help advertise this event.
- Help advertise this community-wide event by placing the event in Town Topics, sharing it through Town email blasts and Town signage.
- 20 free vendor parking passes to be used for that day to assist with the vendors or better yet, offer free 1 hour parking spaces that morning for residents and visitors to enjoy the fair (much like Town does for elections).

We look forward to this partnership and promoting a healthier LBTS for our businesses, residents and visitors. Please let me know if you have any questions. Thank you.

Sincerely

Howard Goldberg

Howard Goldberg, Chair

Lauderdale-By-The-Sea Chamber of Commerce

2024 Vendors for LBTS Health Fair March 16th, 2024

Table No.	Vendor	Name	Contact	Phone	Contact Email	Status
Outside Parking Lot	Broward Health/IP	Mobil Van	Gina			Confirmed
Outside Parking Lot	Community Member	One Blood/ Blood Mobile	Jimmy Rodriguez, Account Representative	3111 Southwest 10th Street, Pompano Beach, FL 33069;347- 791-0263	jimmy.rodriguez@oneblood.org www.oneblood.org	Confirmed
Community Center	LBTS	Community Center	Armilio Bien-Aime	LBTS Community Center	armilob@yahoo.com	Confirmed
Tables						
1	LBTS	Fire/AMS	Chief Hopping/ Fire Marshall Steve Paine	954-640-4250	JHopping@lbtsfire.com steve.paine@lbtsfire.com	Confirmed
2	Community Member	Florida Colorectal	Dr. Elie Schochet; Jenny Lynn Melendez , Office Mgr.		jennylynnmelendez@sflcolorectal.com eschochetmd@gmail.com	Confirmed
3	Community Member	Z Urology	Vicky Robbins, Director of Administration	Michael P. Zahalsky, M.D., P.A.; 5850 Coral Ridge Drive, Suite 106; Coral Springs, FL 33076. 954-714-8200	Vicky@zurology.com	Confirmed

4	Imperial Point	Cardiology	Gina	www.Zurology.com		Confirmed
5	Imperial Point	Physical Therapy/Rehab	Gina			Confirmed
6	Imperial Point	Nutrition/Bariatric Surgery	Gina			Confirmed
7	Imperial Point	Orthopedics	Gina			Confirmed
8	Imperial Point	Lab	Gina			Confirmed
9	Imperial Point	Stroke	Gina			Confirmed
10	Community Member	Pain Management /Holistic Medicine	Dr. Maria Cristancho		mmcristancho@gmail.com	Confirmed
11	Chamber Member	Tracey L Samples, LMT Holistic Healing	Tracy Samples	4390 N Federal Hwy # 210, Ft Lauderdale FL 33308 (352) 702-1420	https://traceylsamples.com ; info@traceylsamples.com	Confirmed
12	Chamber Member	Dental By The Sea	Dr. Carmen Marco; Ann Contacted	Crystal/Dr. Maco (954) 771-1117; 231 Commercial Blvd. Lauderdale-by-the-Sea FL 33308	dentalbythesea231@gmail.com carmen.maco@yahoo.com	Confirmed
13	OnSpot	OnSpot Dermatology	Dustin Hunt	Dustin Hunt, General Manager (978)-886-0718	dustin@onspotdermatology.com	Confirmed Pending

							approval from Commission for onsite 3/1 or 3/2
14	Chamber Member	Coast Chiropractic	Troy Lomasky	2510 East Oakland Park Blvd. Fort Lauderdale FL 33306, 954-463-3036	www.Coastchiropracticinjuryandwellness.com lomaskyt@bellsouth.net		Confirmed
15	Imperial Point	ER	Gina				Confirmed
16	Imperial Point	Breast Imaging	Gina				Confirmed
17	Chamber Member	Intentions Pilates & Wellness Spa	Samantha Orlando	5459 N Federal Highway, Fort Lauderdale, Florida 33308	www.intentionspws.com Samanthaorlando@intentionspws.com		Confirmed
18	Chamber Member						
19	LBTS	LBTS AMR/Fire Rescue	Chief Hopping/ Fire Marshall Steve Paine	954-640-4250	JHopping@lbtsfire.com steve.paine@lbtsfire.com		Confirmed
20	LBTS Chamber/Town	Chamber	Tina/Howard Goldberg		Info@lbts.com		Confirmed
21	Imperial Point	Aetna/Medicare	Eric Chiu	561-428-2176	chiue@aetna.com		Confirmed

Unable to attend	Ascend Vision	Ophthalmology	Chad Tomlinson, Chief Development Officer, 555 Winderley Place Suite 400 Maitland, FL 32751	(407) 383-2004	Chad.Tomlinson@AscendVision.com	Unable to attend
Imperial Point	Podiatry	Marcos Roldan			mroldan@certifiedfoot.com	Invited
	Sports Medicine Institute for Regenerative Ortho & Sports	Sports Medicine	Dr. Jorge Gonzalez IROSM.com		jgonzalezmd1@gmail.com	Invited
	Community Member	Healthy Mothers Healthy Babies	Rachel Osinoff, Director 3810 Inveraray Blvd, Suite #305, Lauderhill, FL 33319	M: (914)438-1480, O: (954)765-0550 ext. 113		Conflict-unavailable

Dear XX,

The Lauderdale-By-The-Sea (LBTS) Chamber, Town and our member, Broward Health's Imperial Point Medical Center have joined forces to bring a free health fair to LBTS for our residents, visitors, businesses, and friends. The event will take place on Saturday, March 16th, 2024 from 8:30 am-1 pm at Jarvis Hall, 4505 N Ocean Drive.

We invite you to be a part of this exciting event by serving as a vendor/exhibitor.

- Reach our unique community
- Provide education about your business
- Reach the Senior Market on a personal level,
- Give residents the quality of life they deserve,
- Meet the residents and family members,
- Secure new business contacts, develop prospect database, accelerate the sales process, access the decision maker, provide hands-on exposure to products and services, identify and assess new markets, maintain market viability, introduce a company to a new market, launch a new product or service, counteract competitor claims, generate media exposure, build brand awareness, recruit new distributors, retailers or representatives, recruit personnel with specialized skills, network with the regional business community, expand your business out of county and Internationally, gain customer feedback, maintain profile with competitors, test the market for new product or service development, identify and assess new markets, getting your customers to buy more, maintain or extend relationships with existing clients, trade show return-on-investment is lasting, market research, prevent client switching.

REASONS TO ATTEND: Informative Seminars, Model Search, Medical Tests, Entertainment, Health Screenings, Free Massage, Free Check-ups, Special Discounts, New Products, Longevity Resources.

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 1 “General Provisions,” Section 1-13 “Fees,” of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed and amended by resolution of the Town Commission; and

WHEREAS, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35 establishing fees for the Rental of Jarvis Hall; and

WHEREAS, On May 27, 2014, the Town Commission adopted Resolution 2014-18 adopting policies and fees governing the use of the Dunes Plaza, Ocean Plaza and Beach Pavilion; and

WHEREAS, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

WHEREAS, on September 23, 2014, the Town Commission adopted Resolution 2014-30 amending the Development Review Permit and License Fee Schedule to consolidate fees and include missing fees; and

30 **WHEREAS**, on February 10, 2015 the Town Commission adopted Resolution 2015-05
31 which included fees related to Medical Marijuana Permits, Street Performers and Vending
32 pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

33 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and
34 License Fee Schedule to establish additional fees for permits or reviews which require Town
35 staff and resources; and

36 **WHEREAS**, Resolution 2015-19 updated Development review of fee schedule; and

37 **WHEREAS**, Resolution 2016-20 updated the Development review of fee schedule; and
38 the Town moved the fee schedules from Development to Administration for Special
39 Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee
40 schedule the plazas and pavilion, while also updating when payment of fees or monies due the
41 Town;

42 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
43 Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks
44 and include in the fee schedule the plazas and pavilion, while also updating when payment of
45 fees or monies due the Town;

46 **WHEREAS**, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and
47 adopt limitations on the frequency of the use of Jarvis Hall,

48 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
49 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**
50

SECTION 1. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows¹:

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

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

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

Section 2. The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

Special Event, Park Use, and Street Performing Fee Schedule	
The following is applicable to all event and park use permits: 1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.	
Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

¹ Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100
1.3	Single day event, 25 people + with or without reserved area.	\$100
1.4	Multi-day event	\$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. <u>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds</u> Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	\$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$250 Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	\$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	\$50 Event may be approved by the Town Manager

	8. Events (local and non-local user) that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District <u>Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:</u> 1. <u>Less than 75 people at any time</u> 2. <u>Located along Commercial Boulevard from Seagrape to West Tradewinds</u> <u>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event</u> <u>Application filed within 30 days of an event will not be accepted.</u>	
	1. <u>Submitted at least 60 days in advance of the proposed event date</u>	<u>\$20</u>
	2. <u>Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.</u>	<u>\$50</u> <u>Plus costs, not to exceed \$1,500.</u>
	3. <u>A recurring event within a 12 month period (for example, once a week or once a month).</u>	<u>\$15 per event day</u>
	4. <u>An event that has been advertised prior to Commission approval.</u>	<u>\$250 in additional to the application fee</u>
	5. <u>Events that charges admission or registration or sell commercial products or services</u>	<u>Set by the Town Manager based on purpose, number of attendees, and impact on the area.</u>

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 per day	N/A
	3. 101 - 200 people	\$200 per day	\$250
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	\$100	\$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	\$100	\$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	\$100	\$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	\$-0-	\$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	\$-0-	\$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	\$300	\$200 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	\$300	\$300 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission’s policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("The Plazas") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	Advanced Advertising. An event that was advertised prior to receiving Commission approval	\$500 plus the application fee and use fee(s).
5.2	Plaza Event Application Fee (does not include Use Fee(s))	\$100 if filed at least 60 days in advance of the proposed event date. \$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed \$1,500.

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the other provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 24th October day of March 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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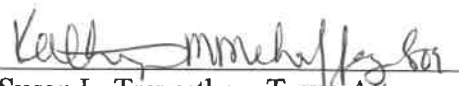
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney
Kathryn Mehalley



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	LBTS Chamber of Commerce	REPRESENTATIVE:	Howard Goldberg
STREET ADDRESS:	4201 Ocean Drive	CITY, STATE, ZIP:	LBTS, FL 33308
PHONE NUMBER (S):	(954) 776-1000	EMAIL:	info@lbts.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Exhibition	DATE(S) OF EVENT:	Saturday, March 16, 2024
HOUR(S) OF EVENT:	8:30 a.m. – 1:00 p.m.	ADDRESS / LOCATION OF EVENT:	4501 Ocean Drive, LBTS, FL 33308

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Health Fair highlighting various local health services available to Town residents. Approximately 200 participants are expected.

FRIDAY, MARCH 15, 2024	
Start of Set Up:	1:00 PM
SUNDAY, MARCH 16, 2024	
Start Time of Event:	8:30 AM
End Time of Event:	1:00 PM
Start of Cleanup:	1:00 PM
Cleanup Completed By:	3:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on February 13, 2024 with the following conditions:

1. The Special Event Application Fee (\$100) has been waived.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will lift parking fees in the lots in front, and behind, Town Hall, excluding spots reserved specifically for Public Works vehicles for the hours of the event (8:30a.m. to 1:30 p.m.).
4. Setup:
 - a. Town will provide approximately 25 8' tables and 50 chairs for event setup; exact count to be based on final site map and Town's available inventory.
 - b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - d. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. Town will assist in promotion of the Event by utilizing the street marquis signage. Additionally, event flyers will be available at Town Hall and the Visitor Center.
7. Co-Sponsorship
 - a. Town has approved Town of Lauderdale-By-The-Sea as a co-sponsor for the Health Fair, in conjunction with Lauderdale-By-The-Sea Chamber of Commerce and Broward Health's Imperial Point Medical Center. Conditions of the co-sponsorship include:
 - i. Waiver of the \$100 special event application fee.
 - ii. Providing Jarvis Hall as an event location, at no cost to the Permit Holder.
 - iii. Provision of tables and chairs for set up of the event.
 - iv. Sharing a high resolution Town logo to be used on event marketing and promotional materials.
 - v. Assist with promotion of the event by placing in weekly Town Topics e-blasts, Town street marquis signage, and posting flyers at Town Hall and the Visitor Center.
 - vi. Offering free parking in the lots in front of, and behind, Town Hall, excluding spots marked and reserved for Public Works vehicles.
8. Permit Holder is approved to use Town electric in Jarvis Hall for the Event.
9. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

10. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
11. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
12. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
13. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
14. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
15. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

16. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
17. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
18. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
19. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
20. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
21. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance needed



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 HOWARD GOLDBERG PRINTED NAME	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 KATIE ANDERSON, SENIOR SPECIAL EVENTS & MARKETING COORDINATOR PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Agenda Item No: 13.c.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Discussion on Permitting Hotels with Restaurants to Serve Food and Alcohol on the Beach

Explanation: Recently, the Town's Development Services Department received a request from the Plunge Beach hotel seeking to serve food and alcohol from their restaurant to their patrons who are utilizing their beach chairs on the public beach. It is worth noting that hotels with more than 100 rooms are authorized by the Town Code to include restaurants as part of their property. The specific request is to allow food and beverage service on the beach from 12PM to 3PM. Currently, the Town Code prohibits restaurant businesses from serving food and beverages for off premises consumption.



Staff has completed a brief review of neighboring municipalities and has found the following:

- **Fort Lauderdale** - allows hotels to serve alcohol to beach patrons with a license;

- **Hollywood** - allows service on the boardwalk only with the approval of a special event permit;
- **Deerfield** - allows service with special event permit approval; and
- **Hallandale Beach** - prohibits alcohol on the beach unless it is sold by a vendor authorized by the City.

Staff recommends moving forward with a Pilot Program ("Program"), limited to hotels with more than 100 rooms, through this season. This would authorize Plunge Beach Hotel to expand their restaurant service to the beach chairs located on the Town's property. The hotel would be responsible for obtaining the appropriate alcohol licenses required for this expansion and will need to provide proof to the Town before the commencement of the Program. Service would exclusively cater to those patrons utilizing Plunge's beach chairs. Plunge would be responsible for ensuring the use of recyclable items and conducting daily cleanups. In July, staff will evaluate the service and present the findings to the Commission, who will then decide on whether they would like to make this service permanent.

Recommendation: Town Staff recommends the Town Commission approve a Pilot Program for restaurant service in a restricted beach area exclusively for authorized beach hotels.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-08 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JUSTFOIA, INC. FOR SOFTWARE TO PROCESS REQUESTS FOR PUBLIC RECORDS, LOBBYIST REGISTRATION, AND LIEN SEARCHES FOR A ONE-YEAR TERM WITH AUTOMATIC RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: Prompt responses to requests for public records is a statutory responsibility of the Town. The Town Clerk was introduced to a public records request system, JustFOIA, which is widely used by many municipalities. After extensive research, we have found that this system provides a streamlined and very user-friendly process for both the public and staff. It will make filling requests more efficient and, with a searchable database, will eliminate duplicate requests as the public will have instant access to requests that have already been filled.

In addition to providing a more streamlined service for public records, JustFOIA will also be able to implement our Lobbyist registration system on the same platform at no extra cost (a savings of \$1200/year) and will also be able to address our lien searches. The cost for JustFOIA, including set-up fees, is \$6,820. In 2025, the fee would be \$4950 and will include a 5% annual increase thereafter. While this program is not budgeted for FY24, we feel comfortable in budgeting the majority of this service from the Building fund, since the majority of public information requests and lien search are from this department. The Town's fund balances in the Building and General funds are sufficient to pay for this expense.

Recommendation: Staff recommends approval of Resolution 2024-08 allowing the Town Manager to enter into a contract with JustFOIA for public records software and lobbyist registration system.

Exhibits:

1. Reso 2024-08 Approval of Software Agreement with JustFOIA

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WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) is statutorily responsible to promptly respond to requests for public records in accordance with Chapter 119 of the Florida Statutes; and

WHEREAS, after extensive research, the Town has determined that JustFOIA's public records platform will provide a more efficient means of processing the Town's requests for public records, is more user-friendly for both Town staff and the public than the Town's current process, and is the system many municipalities use to process requests for public records; and

WHEREAS, Town Staff recommends executing a licensing agreement with JustFOIA, attached as Exhibit “A,” to process its requests for public records, lobbyist registrations and lien searches, for a one-year term that will automatically renew unless terminated by either party (“Agreement”); and

1 **WHEREAS**, the total cost of the license is \$6,820 for the first year, including all start-up
2 fees, and thereafter will be \$4,950 with a five (5) percent increase per year; and

3 **WHEREAS**, based on the foregoing, Town Staff requests that the Town Commission
4 approve the Agreement.

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

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

9 **Section 2. Agreement Approval.** The Agreement with JustFOIA attached in
10 substantial form as Exhibit “A,” is hereby approved.

11 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
12 authorized to execute the Agreement together with all non-substantial changes that are acceptable
13 to the Town Manager and Town Attorney.

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

16 **Section 5. Severability.** If any clause, section or other part of this Resolution shall be
17 held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
18 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
19 provisions of this Resolution.

20 **Section 6. Effective Date.** This Resolution shall become effective immediately upon
21 its passage.

22 **PASSED AND ADOPTED** this 13th day of February 2024.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

This Order, designated as Order No. 30398 (this “Order”) is entered into as of the date of the last signature (the “**Order Effective Date**”), by and between JustFOIA, Inc. a corporation registered to do business in Florida (“JustFOIA”), and the Town of Lauderdale-By-The-Sea (“Client”), a municipal corporation.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification, or request will be binding upon Client or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Client and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Client purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a “Dispute”), will be governed by the laws of the Florida where Client is located, in each case without giving effect to any principles of conflicts of laws. Venue for any litigation arising out of this Order shall be exclusively in Broward County, Florida. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. If either party is required to enforce the terms of this Order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys’ fees.
- F. The Client and JustFOIA 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 Order and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- G. For purposes of this Order, including the Terms and Conditions set forth below, “days” shall mean calendar days unless expressly stated otherwise.
- H. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- I. This, and the preceding Sections of this Order shall survive after termination or expiration of the same, and remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: _____

Name: _____

Title: _____

Date: _____

TOWN OF LAUDERDALE-BY-THE-SEA ("Client")

Signed: _____
Linda Connors, Town Manager

Name: _____

Title: _____

Date: _____

4501 N OCEAN DR
LAUDERDALE BY THE SEA, FL 33308

Attest: _____
Katrina Adler, Town Clerk

Approved as to form and legal sufficiency:
Town Attorney, Susan L. Trevarthen

PRICING



3717 Apalachee Parkway, Suite 201

Tallahassee, FL 32311

850.701.0725

850.564.7496 fax

Bill/Ship to: Katrina Adler

townclerk@lbts-fl.gov

cc AP Contact: financedepartment@lbts-fl.gov

Client Name: Town of Lauderdale-By-The-Sea

Quote Date: February 07, 2024

Client Address: 4501 N Ocean Dr, Lauderdale by the Sea,
FL 33308

Quote Number: 30398

Subscription Period Start Date: March 23, 2024

Quote Type: New JustFOIA System

Subscription Period End Date: March 22, 2025

Product Description:	Qty.	Unit Cost	Total
JustFOIA ANNUAL RECURRING SERVICES			
☒ JustFOIA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,950.00
☒ Unlimited Admins, Power Users & General Users	1	Included	Included
☒ 3 TB of Storage	1	Included	Included
URL: <i>lauderdalebythesea-fl.justfoia.com</i>		Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES	\$4,950.00
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Service Description:	Qty.	Unit Cost	Total
JustFOIA SERVICE PACKAGES			
☒ Pro Implementation	1	Included	Included
☒ Configuration of 2 Request Forms <i>1. Public Records Requests 2. Lobbyist Registration Records Requests</i>	1	Included	Included
☒ Additional Request Form Configuration <i>1. Lien Searches Records Requests</i>	1	\$1,500.00	\$1,500.00
☒ Dynamic Fields Configuration	1	\$370.00	\$370.00

SUBTOTAL - ONE-TIME SERVICES	\$1,870.00
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YEAR 1 ORDER COST	\$6,820.00
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This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) For convenience, thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

BILLING TERMS

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon providing Client online access to the Solution. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Client acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

WHAT'S INCLUDED WITH JustFOIA PRO?

FEATURES & SERVICES	Pro
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	+
Data Storage & Users	
Standard Data Storage	3 TB
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	+
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ Included +Optional

TECHNICAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)

- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

ADDITIONAL REQUEST FORM CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of desired records request process(es) and request form requirements

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement desired form and necessary request statuses and workflow task lists
- Complete testing

EXCEPTIONS

- Creation of DirectRoute Workflows

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees in accordance with the requirements set forth below under the Government Provisions in section "L."

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties. Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order, will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only upload public and non-confidential data to the Solution.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Client and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title, or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by

Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Client is responsible for any activity using its account, whether or not it authorized that activity. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Client's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information. If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is

not responsible for, and Client agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("Indemnifying Party") shall indemnify, defend, and hold the Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Client harmless against Claims made or brought against Client by a third-party alleging that the use of the Solution, as provided to Client under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Client is enjoined from using the Solution, or JustFOIA reasonably believes that Client will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Client the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CLIENT UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

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

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Client for Solution reflect these limitations.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA shall name Client as an additional insured under the Comprehensive General Liability policy.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Client is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Client if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(d) Scrutinized Companies

Scrutinized Companies. JustFOIA, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

b. Is engaged in business operations in Syria.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials, or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Client is correct.

In addition, should any of Client's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Client shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Client, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Client is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment.

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Entire Agreement.

This Order contains the entire agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

(i) JustFOIA Representations.

Just FOIA represents the following: JustFOIA is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Order by JustFOIA have been duly authorized; this Order is binding on JustFOIA and enforceable against JustFOIA in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

(j) No Contingent Fees.

JustFOIA warrants it has not employed or retained any company or person, other than a bona fide employee working solely for JustFOIA to solicit or secure this Order, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for JustFOIA, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Order.

(k) Ethics.

1. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

4. Consultant 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. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

(l) E-Verify.

E-Verify. In accordance with Section 448.095, Florida Statutes, the Client requires all contractors, and any subcontractors thereof, doing business with Client to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a JustFOIA enters into a contract with a subcontractor, the subcontractor must provide the JustFOIA with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. JustFOIA shall maintain a copy of such affidavit for the duration of the Order. The Client will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Order, JustFOIA acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit.

(m) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com

Client:

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

With a Copy to:

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



Agenda Item No: 15.a.

Town Commission Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: ORDINANCES 1St Reading

Subject Title: Ordinance 2024-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At its September 13, 2021 meeting, the Town Commission amended the Town Code to establish an additional charge for each sidewalk café, covering the Town's expenses associated with pressure cleaning the sidewalks five days a week.

Since it's approval, the Town has not charged businesses due to the impact of COVID and the ongoing Downtown Enhancement project (the "Project"). After the Project's completion, staff requested direction from the Commission regarding the implementation of this additional charge. At its January 9, 2024 meeting, the Town Commission directed staff to change the sidewalk café cleaning charge from mandatory to optional. Ordinance 2024-02 (**Exhibit 1**) achieves this goal.

The new configuration of the downtown will also require a comprehensive review of the sidewalk café rules and regulations. Staff is reviewing the regulations and will bring forward additional changes for consideration at a later date along with recommended amendments to the fee resolution.

Recommendation: Staff recommends approval of Ordinance 2024-02 on First Reading.

Exhibits:

1. Ordinance 2024-02 Amend Sidewalk Cafe Cleaning Fee 020924

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**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA AMENDING CHAPTER 17,
“STREETS, SIDEWALKS AND OTHER PUBLIC PLACES,”
ARTICLE VI, “SIDEWALK CAFÉS” TO MODIFY
REGULATIONS RELATED TO MAINTENANCE OF RIGHT
OF WAY; PROVIDING FOR CODIFICATION; PROVIDING
FOR SEVERABILITY; PROVIDING FOR CONFLICTS;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to amend the Town Code to modify the maintenance of right of way provisions related to Sidewalk Cafés; and

WHEREAS, the Town Commission has determined that this Ordinance is in the best interest of the Town and its residents.

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

Section 1. Recitals. The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment. That Chapter 17, “Streets, Sidewalks, and Other Public Places,” Article VI, “Sidewalk Cafés” of the Town’s Code of Ordinances attached hereto is hereby amended.

Section 3. Amendment. That Chapter 17, “Streets, Sidewalks, and Other Public Places,” Article VI, “Sidewalk Cafés” of the Town’s Code of Ordinances is hereby created to read as follows¹:

ARTICLE VI. SIDEWALK CAFÉS

Sec. 17-89. Sidewalk café permit standards and requirements.

(d) *Maintenance of the right-of-way.*

- (1) The Town Manager or designee shall designate a maintenance area, including portions of the ROW covered by the sidewalk café permit.
- (2) The permittee shall be responsible for removal of stains in the designated maintenance area, including but not limited to those caused by dirt, grease and food or beverages.
- (3) The maintenance area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.
- (4) The permittee ~~will~~ may be charged at a rate established by the fee resolution at a cost not to exceed that which is charged to the Town. ~~awarded to the right-of-way cleaning contractor for regular cleaning of the maintenance area, including portions of the right-of-way covered by the sidewalk café permit.~~
- (5) The permittee will be charged for the costs of materials and labor that may be necessary to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café. The cost of labor and materials calculated under this section shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.

Section 4. Codification. This Ordinance shall be codified in accordance with the foregoing.

It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2024.

Passed and adopted on the second reading, this ____ day of _____, 2024.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Malkoon	_____	_____
Commissioner Pouloupoulos	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

ATTEST:

Katrina Adler , Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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